



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
July 08, 2024

AGENDA NO. 2024-013-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Deborah Timmons of Asbury Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-12-RG, dated June 24, 2024

B. Minutes No. 2024-07-WS, dated June 26, 2024

7. PRESENTATIONS AND AWARDS

A. Presentation of Scholarship to Evan Stout, son of Lieutenant Jon Stout, by Cops' Kids representative, Tom Borchert. Evan was selected after submitting an essay for "What it is like growing up as a child of a law enforcement officer."

B. Presentation of Proclamation by Mayor to support the 40th Anniversary of the Madison Station Historical Preservation Society

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. **Resolution No. 2024-178-R:** Authorizing an amendment to agreement with Republic Services to add twice weekly dumpster services for the Community Center located at 1329 Browns Ferry Road (one time delivery fee of \$100, \$256.69 monthly, to be paid from General Services account)
- B. **Resolution No. 2024-194-R:** Authorizing the renewal of a uniform rental agreement with CINTAS (to be paid for by Public Works Department budget)
- C. **Resolution No. 2024-210-R:** providing for the disposition of personal property of negligible value formerly used by the Fire Department (Vehicle extended bed slide out) via online auction through Govdeals pursuant to Section 16-108 of the City of Madison Code of Ordinances
- D. **Resolution No. 2024-211-R:** Declaring personal property formerly used by the Fire Department (2008 Chevrolet Tahoe, VIN 1GNFK03078R153389) as surplus and authorizing its sale via online auction through Govdeals pursuant to Section 16-108 of the City of Madison Code of Ordinances
- E. Acceptance of donation from Ellajo Thompson (\$200.00 to be deposited in the Fire Donation account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

- A. **Resolution No. 2024-209-R:** Authorizing the archiving of the June 26th, 2024 City Council Work Session

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

- A. **Proposed Ordinance No. 2024-124:** Zoning certain property owned by Caneta Hall Hunnicutt and David A. Hunnicutt located at 100 Roema Drive to R-2 (Medium Density Residential District) upon annexation (First Reading 5/28/2024)
- B. **Resolution No. 2024-162-R:** Authorizing a Development Agreement with GPR-SOUTH MADISON LLC

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No 2024-198-R**: Authorizing Amendment No. 3 with Goodwyn Mills and Cawood on Project 22-036 Huntsville-Brownsferry Burgreen roundabout for right-of-way acquisition preparation (\$900 to be paid from Engineering Department budget)
- B. **Resolution No. 2024-212-R**: Authorizing the Mayor to sign a Letter of Concurrence with ALDOT for award of the Madison Boulevard Paving Project to Rogers Group, Inc. (\$651,496.80 to be paid from Fund 38)

LEGAL

- A. **Proposed Ordinance No. 2024-206**: Amending the City's Code of Ordinances to exempt hearing aids from Sales and Use Tax (First Reading)

PLANNING

- A. **Proposed Ordinance No. 2024-123**: Assenting to the annexation of certain property owned by Caneta Hall Hunnicutt and David A. Hunnicutt located at 100 Roema Drive (First Reading 05/28/2024)
- B. **Resolution No. 2024-204-R**: Setting a Public Hearing on Proposed Ordinance No. 2024-205; zoning certain property owned by Old Town Investments LLC consisting of 0.55 acres located north of Town Madison Boulevard and west of the Town Madison interstate ramps from AG (Agriculture) to UC (Urban Center District) (First Publication 7/17/2024, Synopsis 7/24/2024, Public Hearing 8/12/2024)
- C. **Proposed Ordinance No. 2024-188**: Vacation of utility and drainage easement located within Lot 86 of Bellawoods Phase 2 Subdivision (117 Oakland Church) (First Reading 06/24/24)

POLICE

- A. **Proposed Ordinance No. 2024-195**: Amending the City's Handicapped Parking Ordinance (First Reading)
- B. **Resolution No. 2024-208-R**: Authorizing a service agreement with PropertyRoom.com Inc. for the auction of abandoned or unclaimed stolen property obtained by the Police Department.

RECREATION

- A. **Proposed Ordinance No. 2024-197**: Amending the Fee Schedule for rentals and use of Recreation facilities (First Reading 06/24/24)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-12-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
June 24, 2024**

The Madison City Council met in regular session on Monday, June 24, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor Josh Britt from The Courageous Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Absent
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, Administrative Assistant Myranda Staples, Municipal Records Coordinator Lori Spaulding, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Director Communication Specialist Samantha Magnuson, Fire Chief David Bailey, Economic Development and External Affairs Officer Traci Gillespie, City Engineer Michael Johnson, Director of Facilities and Grounds Gerald Smith, Police Captain Lamar Anderson, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Jocelyn Broer, Margi Daly, Ashley Singleton, Kaye Goldthorpe, Robin Dauma, Jennifer Coe, Alisha Schram, Cheryl Sisco, John E. Cole

AMENDMENTS TO AGENDA

City Attorney Brian Kilgore requested the following amendments to the agenda:

- Under Board and Committee Appointments, section C is going to be added to the agenda, appointing Stacy Tidwell to place eight on the Disability Advocacy Board.

- **Resolution No. 2024-202-R:** Under IT department, authorizing purchases for upgrades to the city council chambers video and sound system (\$8,130 to be paid from it department budget and \$37,670 to be paid from council special projects fund) The amended resolution states the amount of the portion of the contract to be paid from Council special projects is \$43,262.00 and is going to be inclusive of a component of closed captioning that was not included on a previous invoice.

APPROVAL OF MINUTES

MINUTES NO. 2024-11-RG DATED JUNE 10, 2024

Council Member Powell moved to approve Minutes No. 2024-11-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

HONORING THE BOB JONES HIGH SCHOOL BASEBALL TEAM FOR THEIR OUTSTANDING ACHIEVEMENT IN WINNING THE 2024 STATE BASEBALL CHAMPIONSHIP

Mayor Finley congratulated the Bob Jones High School Baseball Team for their accomplishments, The Roster for the 2024 Varsity team is as follows:

Robert Chatmon II	Kai Kuroda
Myles Hammonds	Dillion Adkins
Graham Segraves	Braden Booth
Jake Shaunce	Tiger Flanigan
Bryan Roop	Jacob Pearl
Caleb Hall	Noah Scott
Gage Wilson	Reece Brazeal
Dominic Rosa	Reece Cato
Gresham Baker	RT Lawson
Zack Johnson	Jack Shaw
Cam Martin	Vincent Howald
Aidan Panagos	Josh Wilhide
Gage Molina	Mason Rinehart
Tanner Hermesch	Matthew Kula
Manager -Martin	Coach-Michael Kelsey

A round of applause was given.

PUBLIC COMMENTS

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

RACHEL HOMOLAK (DISTRICT 4)

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

- Inappropriate library books

ROBIN DAUMA (DISTRICT 7)

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

- Freedom to read and choose books
- Encouraged Council to stand against book bans
- She presented a sample resolution on the topic
- Encouraged council to stand against book bans

JOCELYN BROER (DISTRICT 4)

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

- Pleased with the library and its many functions and activities

JENNIFER COE (DISTRICT 6)

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

- Resolution No. 2024-091-R-requested elaboration on the terms of the agreement

KATHY YOUNG

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

- Library concerns

BLAIR DAWKINS (DISTRICT 2)

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

- Concerned with the possibility of a 24/7 (Waffle House) being build adjacent to a subdivision on County Line Road

MARGI DALY

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

- Resolution No. 2024-091-R-Objection to the suspension of the rules request
- Resolution No. 2024-073-R- amount of money being spent
- Resolution No 2024-021-R-Requested sidewalk location information
- Resolution No. 2024-2022-R

SARA PARKER (DISTRICT 2)

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

- Inappropriate library books

JASON BARDOCK (DISTRICT 2)

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

- Objection to a 24/7 establishment near his subdivision

CYNTHIA COY

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

- Library concerns

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating Account	\$1,038,862.17
Special General Operating Account	\$3,309.79
ADEM Storm Drainage	\$12,257.22
Gasoline Tax & Petroleum Inspection fees	\$36,951.58
CIP Bond Accounts	\$1,634,010.85
Library Building Fund	\$132,813.41

Fire CPR \$450.64

Regular and periodic bills to be paid:

Resolution No. 2024-193-R: Authorizing the purchase of janitorial supplies from American Paper and Twine through The Interlocal Purchasing Systems (TIPS) National Purchasing Cooperative, Contract No. 230103 (to be paid from Facilities & Grounds Department budget)

Resolution No. 2024-199-R: Authorizing an agreement with Tyler Technologies for third party payment for permitting software (\$180 per year, to be paid from Building Department budget)

Acceptance of a \$30 donation from L. Tucker (to be deposited into Senior Center Donations account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Reminded everyone of the work session Wednesday night at 5:30
- Provided update on the connection at the community center to the Bradford Creek Greenway
- The City of Madison will celebrate July 4th Wednesday night at Dublin Park
- The Trash Pandas are in town July 4th
- Commended Public Works for the great job on the cemetery clean up

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Armed Forces luncheon
- Encouraged others to fly local and consider Breeze Airlines
- Calypso Vision will be playing at Homestead Park July 11th

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

PROPOSED ORDINANCE NO. 2024-191: AMENDING THE TERMS OF A FRANCHISE AGREEMENT FOR THE WATER & WASTEWATER BOARD OF THE CITY OF MADISON FOR THE OPERATION OF ITS UTILITY SYSTEMS IN THE CITY OF MADISON (FIRST READING - REQUEST SUSPENSION OF THE RULES FOR IMMEDIATE CONSIDERATION)

Council Member Spears explained the only thing being changed in the franchise agreement is the consent to a utility corridor participating in the purchase of land around the general area while committing the City to not exceed \$200,000.00 per year to help purchase the land if deemed mutually beneficial between the city and the utilities. Council Member Spears expressed that the Brownsferry property Permissive Use Agreement with Madison Utilities is contingent on the passing of the Franchise Agreement. The city would like to begin construction of the Burgreen-Brownsferry roundabout as soon as possible and usage of the MU property is necessary for this construction.

Council Member Denzine asked for clarification on the urgency, Mayor Finley expressed that this is the last piece of two agreements with Madison Utilities and the Permissive Use Agreement is contingent on this piece.

Council Member Spears moved to approve the suspension of rules for Proposed Ordinance 2024-191. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-191: AMENDING THE TERMS OF A FRANCHISE AGREEMENT FOR THE WATER & WASTEWATER BOARD OF THE CITY OF MADISON FOR THE OPERATION OF ITS UTILITY SYSTEMS IN THE CITY OF MADISON (FIRST READING - REQUEST SUSPENSION OF THE RULES FOR IMMEDIATE CONSIDERATION)

Council Member Spears moved to approve Proposed Ordinance 2024-191. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Council Member Karen Denzine
Council Member John Seifert

Aye
Aye

Motion carried.

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

- Concern with inappropriate language in Public Forum

COUNCIL DISTRICT NO. 3 TEDDY POWELL

Absent

COUNCIL DISTRICT NO. 4 GREG SHAW

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

- Suggested citizens to use the proper procedures to dispute a questionable library book

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Provided information on the procedure for appealing a library book

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Thanked citizens for coming to speak at council meetings
- Wished everyone a happy 4th of July

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Public forum and respect for others
- Suggested scheduling a meeting for individual concerns
- Cost for rentals
- Revenue reports

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF MR. BRENT BOLANDER TO ZONING BOARD OF ADJUSTMENT & APPEALS, SUPERNUMERARY 2 POSITION FOR JUNE 25, 2024 - DECEMBER 31, 2027, TERM

*Minutes No. 2024-12-RG
June 24, 2024
Page 7 of 15*

Council Member Wroblewski nominated Brent Bolander for appointment to Place 2. There being no further nominations, Mr. Bolander was appointed by acclamation.

HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY LIAISON APPOINTMENT

Council Member Spears nominated Council Member Maura Wroblewski for appointment to Huntsville-Madsion County Emergency Liaison. There being no further nominations, Ms. Wroblewski was appointed by acclamation.

APPOINTMENT OF MS. STACY TIDWELL TO PLACE 8 ON THE DISABILITY ADVOCACY BOARD

Council Member Wroblewski nominated Stacy Tidwell for appointment to Place 8 on the Disability Advocacy board. There being no further nominations, Ms. Tidwell 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.

None

DEPARTMENTAL REPORTS

BUILDING

PROPOSED ORDINANCE NO. 2024-173: AMENDING THE CITY'S BUILDING CODES WITHIN CHAPTER 8, ARTICLE V., OF THE CITY CODE OF ORDINANCES (FIRST READING 06/10/24)

Council Member Seifert moved to approve Proposed No. 2024-173. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

ENGINEERING

RESOLUTION NO. 2024-166-R: AUTHORIZING A CONTRACT WITH MILLER & MILLER, INC. FOR THE BROWNS FERRY ROAD BOX CULVERT REPLACEMENT AND REJECTION OF THE BID RECEIVED FOR THE PROJECT (\$540,242.00 TO BE PAID FROM 2019 GAS TAX ACCOUNT)

Council Member Shaw moved to approve Resolution No. 2024-166-R. Council Member Spears seconded. Council Member Shaw asked if there were any leftover box culverts that could be used. The Council was unsure if the box culvert being used was a leftover or a newly bought replacement. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-177-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SHOALS ELECTRIC COMPANY INC. FOR REWIRE OF HUGHES ROAD AND U.S. HIGHWAY 72 INTERSECTION ON PROJECT NO. 24-016 (AMOUNT NOT TO EXCEED \$49,586.22, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2024-177-R. Council Member Seifert seconded. Council Member Denzine asked for clarification on the timeline due to the tremendous amount of traffic that will be affected. City Attorney Brian Kilgore replied that he was unsure of the approximate date the project will begin. City Attorney Brian Kilgore reassured Council Member Denzine it will more than likely be a few weeks out. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-189-R: AWARD OF BASE BID AND ADDITIVE ALTERNATE # 1 FOR BID NO. 2024-008-ITB, MILL ROAD DITCH PROJECT TO MILLER & MILLER, INC. (\$2,201,761.00 TO BE PAID FROM FUND 38)

Council Member Spears moved to approve Resolution No. 2024-189-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-190-R: AWARD OF BID NO. 2024-010-ITB, PEDESTRIAN BRIDGES AT PALMER PARK TO CONTECH ENGINEERED SOLUTIONS, LLC (\$146,740.00 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2024-190-R. Council Member Seifert seconded. Mayor Finley thanked City Engineer Michael Johnson for initiating the project in such a timely manner. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-201-R: AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH TTL, INC. FOR ENGINEERING DESIGN FOR MILL ROAD SIDEWALK IMPROVEMENT (\$36,300 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2024-201-R. Council Member Spears seconded. Council Member Spears asked for clarification on the location of the sidewalk. Mayor Finley shared the location and explained that this would begin phase one and potentially lead to phase two. The vote was taken and recorded as follows:

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

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2024-192-R: AUTHORIZING A PROPOSAL FROM AMIRI ENGINEERING CORP. TO PROVIDE SUBSURFACE EXPLORATION AND GEOTECHNICAL REPORT FOR THE PROPOSED OUTFIELD BUILDING AT TOYOTA FIELD (\$12,800 TO BE PAID FROM THE MULTI-USE VENUE MAINTENANCE FUND ACCOUNT)

Council Member Seifert moved to approve Resolution No. 2024-192-R; Council Member Shaw seconded. Council Member Denzine asked for clarification on the requested resolution. Director of Facilities and Grounds Gerald Smith clarified that this allows the drilling in the ground to assess the size of the foundation to determine the spread footings that hold up the building. The vote was taken and recorded as follows:

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

Motion carried.

IT DEPARTMENT

RESOLUTION NO. 2024-202-R: AUTHORIZING PURCHASES FOR UPGRADES TO THE CITY COUNCIL CHAMBERS VIDEO AND SOUND SYSTEM (\$8,130 TO BE PAID FROM IT DEPARTMENT BUDGET AND \$37,670 TO BE PAID FROM COUNCIL SPECIAL PROJECTS FUND)

Council Member Wroblewski moved to approve Resolution No. 2024-202-R. Council Member Seifert seconded. Mayor Finley asked Information Technology Director Chris White to inform the council and citizens of the specifics of the costs. Information Technology Director Chris White explained the \$8,130.00 provides four additional wireless microphones. The \$43,262.00 is for the additional AV upgrades. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2024-163: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 102 KELVINGROVE DRIVE (FIRST READING 06/10/24)

Council Member Shaw moved to approve Proposed Ordinance 2024-163. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-171: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACTS A1 AND A2 OF PUTMAN'S INDUSTRIAL PARK, SECOND ADDITION, PHASE II (FIRST READING 6/10/2024)

Council Member Spears moved to approve Proposed Ordinance No. 2024-171. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-188: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 86 OF BELLWOODS PHASE 2 SUBDIVISION (117 OAKLAND CHURCH) (FIRST READING)

This is a first reading only

Council President Bartlett asked Director of Development Services Mary Beth Broeren what phase the business on County Line Road was currently in. Director of Services Mary Beth Broeren clarified that the mentioned location is an administrative site plan and it's acted on by staff. She explains that it must comply with all the normal requirements whether it's acted on by staff or the Planning Commission. Director of Services Mary Beth Broeren reassured Council President Bartlett that it's not a discretionary item and is already zoned as an administrative item.

POLICE

RESOLUTION NO. 2024-186-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 \$21,007

Council Member Wroblewski moved to approve Resolution No. 2024-186-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

RECREATION

PROPOSED ORDINANCE NO. 2024-197: AMENDING THE FEE SCHEDULE RENTALS AND USE OF RECREATION FACILITIES (FIRST READING)

This is a first reading only

RESOLUTION NO. 2024-203-R: AUTHORIZING A TRANSPORTATION AGREEMENT WITH MADISON STREET FESTIVAL, INC. FOR THE 2024 MADISON STREET FESTIVAL.

Council Member Denzine moved to approve Resolution No. 2024-203-R. Council Member Wroblewski seconded. Council Member Denzine thanked Director of Parks and Recreation Kory Alfred for working with Madison Street Festival. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 7:40 p.m.

Minutes No. 2024-12-RG, dated June 24th, 2024, read, approved and adopted this 8th day of July 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary



**MINUTES NO. 2024-07-WS
PUBLIC WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
June 26, 2024**

The Madison City Council met for a public work session on Wednesday, May 22, 2024, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:33 p.m. by Council President Ranae Bartlett.

The following elected officials were in attendance:

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Administrative Assistant Myranda Staples, Municipal Records Coordinator Lori Spaulding, City Attorney Brian Kilgore, Director of Development Services Mary Beth Broeren, Information Technology Director Chris White, Information Technology Coordinator Toby Jenkins, Economic and External Affairs Officer Traci Gillespie, Court Clerk Amanda Garlen, Deputy Court Clerk Beth Bellomy, Finance Director Roger Bellomy, Fire Chief David Bailey, Building Director Dustin Riddle, City Engineer Michael Johnson via telephone, Parks and Recreation Director Kory Alfred, Police Chief Johnny Gandy, Human Resources Director Megan Zingarelli, City Manager Steve Smith, Deputy Fire Chief Dustin Spires.

Interpreting services provided by Alabama Institute for Deaf and Blind (AIDB)

PUBLIC COMMENTS

*Public Comments were limited to two 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.*

CONNIE CHOW (DISTRICT 6)

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

- Support of funding Madison Library

KATIE MOORE (DISTRICT 4)

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

- Support of funding Madison Library

MARGI DALY (DISTRICT 6)

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

- Traffic light updates
- Adding sidewalks
- More bike-friendly city

JOCELYN BROER (DISTRICT 4)

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

- Pedestrian safety infrastructure on Hardiman Rd.
- Adding sidewalks

JEANETTA WILSON

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

- Library funding

DAN GENTIL (DISTRICT 4)

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

- Road patches across the city
- Hardiman Place lane entrance

MITZI ADAMS

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

- Plans for climate resiliency

DAVID HERGENROEDER

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

- Making the City more walkable and bikeable
- More greenways

BEN HOLLINSWORTH

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

- Tax exemption on hearing aids

CIP List Update/Discussion

City Engineer Michael Johnson discussed the following items:

Fund 38 Project – Engineering

- Project 21-024 – Pumphouse Road
- Project 22-016 – Hughes Rd. and Portal Mill signal
- Project 22-002 – Madison Blvd. resurfacing
- Project 22-024 – Mill Rd. bank ditch and rehab
- Project 22-036 – Huntsville Browns Ferry/Burgreen roundabout
- Project 22-040 – Wall Triana/Gillespie intersection improvements
- Project 23-008 – Royal Dr. signal
- Project 99-007 – Hardiman (Madison Branch Blvd) roundabout

Capital Improvement 3-Year Plan

Mr. Johnson reviewed the construction and design plans the City has for the next three fiscal years.

Council Member Maura Wroblewski asked if there are any plans for a roundabout at Browns Ferry and Balch Rd. Mayor Finley replied that that intersection is not in the top ten intersections that has the most accidents.

Council Member Karen Denzine asked if we had more internal design work done if it would save the City money. Mr. Johnson answered yes it would, however the City does not have the staffing for that at the moment, but the City is doing as much internally as possible

Director of Parks and Recreation Kory Alfred discussed the following items:

Fund 38 Project – Parks and Recreation

Town Madison (Hexagon) Pickleball Courts

- Pickleball courts (12) completed
- Athletic fields completed
- Sand volleyball under design (funded in Recreation budget)

Sunshine Oaks Park

- Disc golf course completed
- Playground completed
- Pavillions (2) under construction
- Parking/access road under construction

Council Member Connie Spears asked about the possibility of getting fans in our pavilions to keep the space cool during the hot months to keep the air flowing. Mr. Alfred responded that he will look into them.

Madison Community Center

- Building renovation under construction
- Anticipated opening date: October 2024
- Additional parking under construction
- Connection to Bradford Creek greenway planned

Council Member Karen Denzine asked about an update on a splash pad being put in. Mr. Alfred responded there are not any plans for it at this time. He has an estimate for the cost it will be to put one in, but there is no timeline at this time.

Director of Facilities Gerald Smith discussed the following items:

Fund 38 Project – Facilities

- Public Safety Building
- Approximate cost of building is 4.7 million with the fire station and the building combined
- New Animal Control building
- New training facility to be used by Police and Fire

Council Member Maura Wroblewski asked if the Animal Control building is in the budget for next year. Mayor Finley answered that it is not.

Council Member John Seifert asked what kind of an impact the training facility will have on us regionally. Fire Chief Bailey answered that their focus is for our own people to be utilizing the facility for now. He commented that they do plan to use the training room at Hexagon for regional classes eventually. Chief Gandy added that they felt it would be financially beneficial for the City to have both the Police and Fire departments share the space.

Council Member Teddy Powell asked the Chiefs how having the training facility will affect their budgets. Chief Gandy responded it would immensely affect them. They will no longer have to pay to send their staff to other places for training.

Director of Development Services Mary Beth Broeren discussed the following items:

Fund 38 Project – Planning

- Wayfinding Phase 1 Sign Program

Comprehensive Plan Recommendations

- Project S1 – New road from Hardiman Rd to Segers
- Project C1 – Street capacity – Wall Triana Hwy/Sullivan St from Mill Rd to Gooch Ln
- Project S2 – New street connection from Royal Dr extension from County Line Rd to Westchester Dr

- Project S3 – New street connection from Henderson Lane extension from Huntsville-Browns Ferry Rd to Hwy 72
- Project S4 – New street connection from Garner Ave extension from Madison Blvd to Life Way
- Project C3 – Street capacity – Slaughter Rd from Old Madison Pike to Hwy 72
- Project C4 – Street capacity – Huntsville-Browns Ferry Rd from County Line Rd to Greenbrier Pkwy

Tax Exemption for Hearing Aid Sales

City Attorney Brian Kilgore explained the background of the purpose in proposing this tax exemption. Beginning October 1st, if the City decides to opt-in, they offer to have hearing aids be tax exempt.

Mayor Finley and the City Council Members discussed when the budget for the employee compensation study would be discussed and they agreed to discuss the topic at the next Work Session meeting tentatively scheduled on Wednesday, July 17th. They mentioned that the upcoming budgets will look a lot different than in recent years, due to not having the extra funding coming in from grants.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 7:09 p.m.

Minutes No. 2024-07-WS, dated June 26th, 2024, read, approved and adopted this 8th day of July 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor
Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

PROCLAMATION

MADISON STATION HISTORICAL PRESERVATION SOCIETY – 40th ANNIVERSARY

WHEREAS, the Madison Station Historical Preservation Society has diligently served the City of Madison for Four Decades, promoting education, culture, and economic prosperity through its unwavering commitment to preserving the City’s rich historical heritage; and

WHEREAS, the Society has demonstrated exemplary dedication to the preservation and protection of buildings, sites, structures, areas and districts of historic significance and interest, ensuring that future generations can appreciate and learn from Madison’s storied past; and

WHEREAS, the Society has worked tirelessly to enhance the national, state, and local historic, architectural, archaeological, and aesthetic heritage of Madison, enriching the fabric of the community and fostering a sense of pride among its residents; and

WHEREAS, the Society has played a pivotal role in promoting Madison’s historic and aesthetic allure to tourists and visitors, actively contributing to the revitalization of Madison Station and further solidifying its status as a destination of choice; and

NOW, THEREFORE, I, Paul Finley, Mayor of the city of Madison, Alabama, hereby congratulate Madison Station Historical Preservation Society on the milestone of its 40th Anniversary and is hereby celebrated and commended for its decades of dedicated service and invaluable contributions to the City of Madison

Be it further resolved that the citizens of Madison extend their heartfelt gratitude to the members, volunteers, and supporters of the Society for their unwavering passion, vision, and tireless efforts in safeguarding Madison’s historical legacy for generations to come.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 20th day of June, 2024.



Paul Finley, Mayor



RESOLUTION NO. 2024-178-R

AUTHORIZING AN AMENDMENT TO AGREEMENT WITH REPUBLIC SERVICES TO ADD TWICE WEEKLY DUMPSTER SERVICES FOR COMMUNITY CENTER

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Republic Services for the addition of twice weekly dumpster services at the Community Center, said terms and conditions to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of July 2024

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024

Paul Finley, Mayor
City of Madison, Alabama



6/24/2024

Gerald Smith
Madison Community Center
1329 Browns Ferry Rd
Madison, AL35758
Quote: A911226657

CITY OF MADISON:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 256-327-4400. It's that easy.

Service Details

SMALL CONTAINERS

Equipment Qty/Type/Size:	1 - 8 yard Containers	Base Rate:	\$256.69 per month
Frequency:	2/Week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$256.69
Total Estimated Amount	\$256.69

One Time Charges

Delivery Charge Subtotal	\$306.25
Valued Customer Discount - Delivery	- \$206.25
Total One-Time Amount	\$100.00

Stephanie Veeseey
Republic Services
256-327-4444
shealy@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

RESOLUTION NO. 2024-194-R

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A REVISED RENEWAL AGREEMENT WITH CINTAS CORPORATION FOR UNIFORM RENTAL AND OTHER SERVICES

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to enter a revised renewal agreement with Cintas Corporation for the rental of uniforms, work clothes and other items, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Standard Rental Service Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of July 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

Workplace Solutions Cooperative Acceptance Agreement



Location #: 241
 Contract #: 210350826
 Customer #: Multiple - MLA
 Main Corporate Code → **Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348**

GPO CC #13897 GPO Agreement #211011196

Date: June 10, 2024

Customer/Participating Agency: City of Madison ("Customer") Phone: _____
 Address: 100 Hughes Road City: Madison State: AL Zip: 35758

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
945	Work Pants	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0.216	\$23.40
935	Work Shirt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0.185	\$21.60
970	Work Jacket	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0.453	\$31.95
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 36 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	\$ 2.00	ea	Standard Agency Emblem	\$ 3.00 ea
Custom Agency Emblem	\$ 4.00	ea	Embroidery	\$ N/A ea
Uniform Advantage	Item:			\$ 0.07 ea per week
Premium Uniform Advantage	Item:			\$ ea per week
Emblem Advantage	Item:			\$ 0.05 ea per week
Prep Advantage	Item:			\$ 0.05 ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	\$ 2.00	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			\$ 0.155	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$ N/A			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ 10.00 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
10186	Active Scraper Mat	W	Any	1.932
2160	Shop Towel	W	Any	0.124
84435	4x6 Black Mat	W	Any	2.194
2590	36" Dust Mop	W	Any	2.246
6680	Urinal Mat Service	W	Any	1.80
6789	Commode Mat Service	W	Any	1.80
7717	Microfiber Wiper	W	Any	.293
10202	3x5 Xtraction Mat	W	Any	9.288

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: 2160	% of inventory 10	\$ 0.992	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	<input type="checkbox"/>		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	<input type="checkbox"/>		

Cintas Representative Initials: _____ Customer Initials: _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials:

Customer Initials: _____

- 10. Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 11. No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
- 12. Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
- 13. Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- Yes No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 14. Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- Yes No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 15. Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- Yes, additional terms required
 No additional terms needed (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 16.** I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #:	Customer Signature:
By:	Print Name:
Title:	Print Title:
Accepted-GM:	Email:
Cintas Enterprise Account: <input type="checkbox"/> Yes <input type="checkbox"/> No	Customer Contact:
Cintas Enterprise Partner Name:	Customer Contact Email:

Cintas Representative Initials: _____ Customer Initials: _____

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? _____

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form? _____

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

Same as Payer OR Same as Sold-To

Bill-To Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO# _____

Will the same PO need to appear on each invoice? YES NO Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: _____ Customer Initials: _____

LOCATION LISTING

Cintas Representative Initials: _____ Customer Initials: _____

RESOLUTION NO. 2024-210-R

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

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

QUANTITY	DESCRIPTION
1	Extendo Bed

;and

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

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

READ, APPROVED, and ADOPTED this 8th day of July 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July, 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-211-R

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

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

QUANTITY	DESCRIPTION
1	2008 Chevrolet Tahoe 4x4 Vin number 1GNFK03078R153389

;and

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

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

READ, APPROVED, and ADOPTED this 8th day of July 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July, 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-209-R

AUTHORIZING VIDEO RECORDING AND ARCHIVING OF THE JUNE 26, 2024, CITY COUNCIL WORK SESSION

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the June 26, 2024, City Council Work Session shall be live streamed, 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 8th day of July 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-125-R

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

Caneta Hall Hunnicutt’s request to zone property located South of Roema Drive, East of Hughes Road to R-2 (Medium Residential District) upon Annexation and

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

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

SECTION 1. A public hearing will be held by the City Council on July 8, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

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

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 28th day of May 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 28th day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on June 5, 2024

Attachment A

PROPOSED ORDINANCE NO. 2024-124

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-2 (MEDIUM 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-2 (Medium Density Residential District):

**100 ROEMA DRIVE
LOT 9, BLOCK 3, RAINBOW SUBDIVISION, PLAT BOOK 2, PAGE 191**

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-2 (Medium 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 _____, 2024.

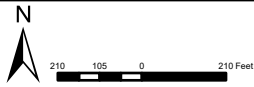
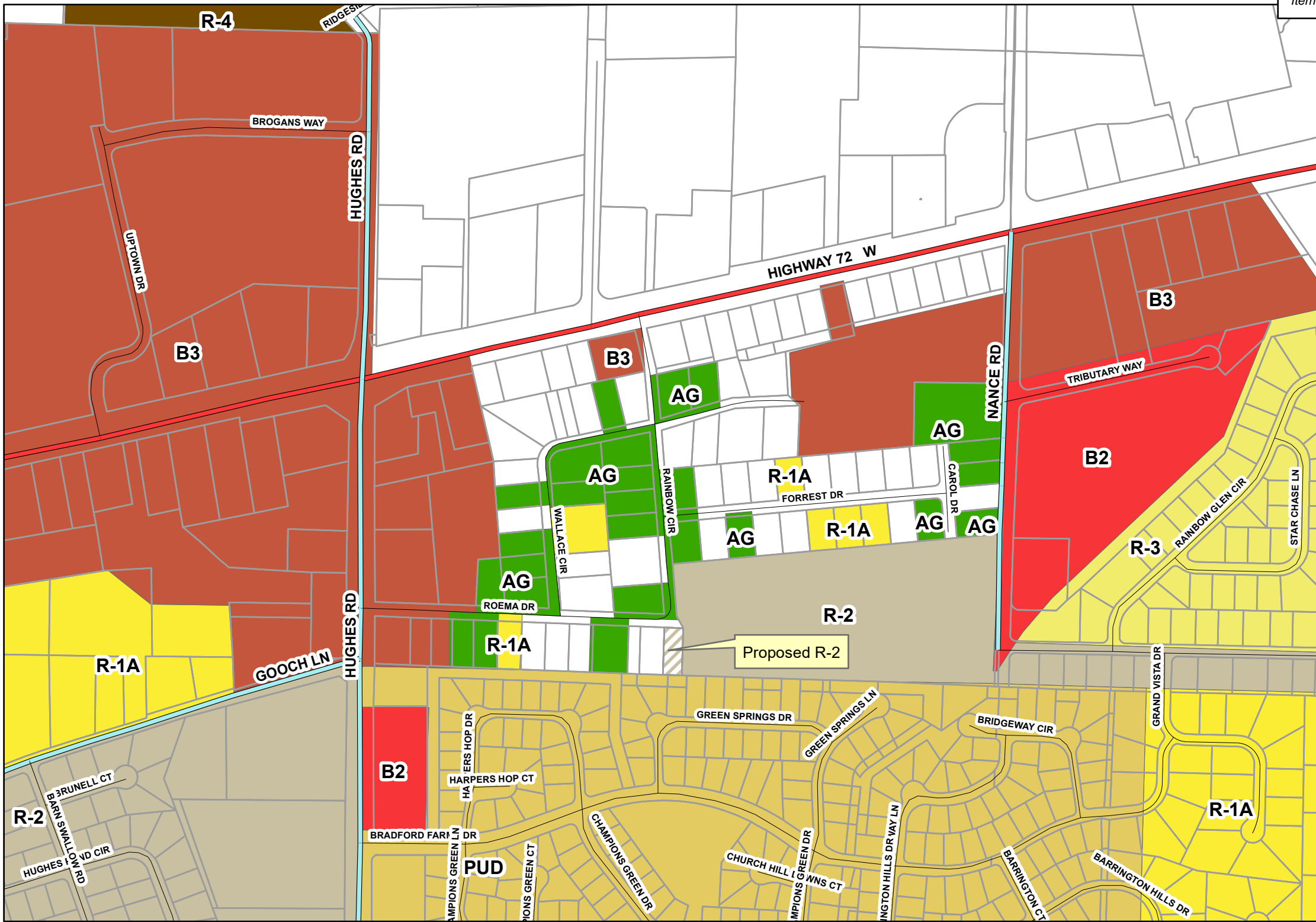
**Ranae Bartlett, Council President
City of Madison, Alabama**

ATTEST:

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

Approved this ____ day of _____, 2024.

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



Proposed Zoning to R-2

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

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO R-2
(MEDIUM DENSITY RESIDENTIAL DISTRICT).**

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Caneta Hall Hunnicutt, the City Council of the City of Madison, Alabama, will hold a public hearing on the 8th day of July, 2024, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

100 ROEMA DRIVE

LOT 9, BLOCK 3, RAINBOW SUBDIVISION, PLAT BOOK 2, PAGE 191

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 5th day of June, 2024.

DATED at Madison, Alabama, this 12th day of June, 2024.

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

RESOLUTION NO. 2024-162-R

AUTHORIZING A DEVELOPMENT AGREEMENT WITH GPR-SOUTH MADISON, LLC

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

Section 1. Findings of Fact; Definition of Terms

The City Council (the "Council") of the City of Madison, Alabama (the "City"), upon evidence duly presented to and considered by it, does hereby find, determine, and declare that:

- (a) GPR-SOUTH MADISON, LLC, ("Developer") has presented a proposal to the City for a commercial development on approximately 5.35 acres of land owned by Developer and located on the south side of Madison Boulevard across the street from the Hughes Road intersection (the "Development Project").
- (b) It is in the interest of the City that the City support the Development Project in order to provide increased tax revenues for the City, increased employment opportunities within the City, and additional economic activity both at the Development Project and in the surrounding area.
- (c) In order to provide support for the Development Project, it is necessary and appropriate for the City to enter into a Development Agreement with GPR-SOUTH MADISON, LLC, a form of which has been submitted to the Council (the "Development Agreement"). Pursuant to the Development Agreement, the Developer will complete the following infrastructure improvements: construction of right and left turn lanes on Madison Boulevard, a through lane and modification of the right turn lane on Hughes Road, and modification and replacement of the existing traffic signal at Madison Boulevard and Hughes Road. The City will reimburse Developer for the infrastructure expenses in an amount not to exceed eight hundred ninety seven thousand dollars (\$897,000).
- (d) Pursuant to Amendment 772 to the Constitution of the State of Alabama the City is authorized to grant public funds and things of value for the purpose of promoting economic development of the City. The Development Project will promote the economic development of the City, and the expenditure of funds contemplated in the Development Agreement will serve a valid and sufficient public purpose notwithstanding any benefit accruing to GPR-SOUTH MADISON, LLC.

Section 2. Authorization of Development Agreement

The execution and delivery of, and the performance by the City under, the Development Agreement are hereby authorized and approved. The Mayor is authorized and directed to execute and deliver the Development Agreement on behalf of the City, said Development Agreement to be in substantially the form presented to the Council this date and identified as "Development Agreement," and the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

Section 3. Further Actions

The Mayor and City Clerk are hereby authorized and directed to execute, seal, attest, and deliver such other agreements, undertakings, documents, and certificates incidental or related to the Development Agreement and the actions contemplated within it, and to take such other actions as shall be necessary and appropriate to carry out the transactions that this Resolution contemplates.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of July, 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa Thomas, City Clerk-Treasurer

APPROVED this 8th day of July, 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-198-R**A RESOLUTION AUTHORIZING AMENDMENT NUMBER THREE TO A PROFESSIONAL SERVICES AGREEMENT WITH GOODWYN MILLS AND CAWOOD, LLC FOR RIGHT OF WAY PREPARATION**

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

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

WHEREAS, pursuant to Resolution No. 2024-075, Change Order No. One was authorized for additional professional engineering services necessary for obtaining a No-Rise Certification; and

WHEREAS, pursuant to Resolution No. 2024-105, Change Order No. Two was authorized to include professional services for the flat fee of \$1,200 for additional services during the bid-phase of the Project; and

WHEREAS, The Engineering Department requests that the City approve Change Order No. 3 modifying the scope of the original Contract to include right-of-way preparation for the Project that would increase the fee for the Contractor's services by an additional nine hundred dollars (\$900).

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute Amendment Number Two to the Professional Services Agreement with Goodwyn Mills and Cawood, LLC, for additional preparation of the right of way, said Amendment to the Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment No. 3: Intersection Improvements at Huntsville-Browns Ferry Road and Burgreen Road," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of July 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this __ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

AMENDMENT NO. 3

INTERSECTION IMPROVEMENTS AT HUNTSVILLE-BROWNS FERRY ROAD
AND BURGREN ROAD
GMC PROJECT NO. THUN220009

STATE OF ALABAMA
LIMESTONE COUNTY

The AGREEMENT made on July 13, 2023, hereinafter referred to as THE ORIGINAL CONTRACT, by and between the City of Madison, Alabama, a municipal corporation (OWNER); and Goodwyn Mills Cawood, LLC (ENGINEER) is Amended as of the _____ day of _____, 2024, to incorporate the following additional work which the OWNER now desires to accomplish:

The purpose of this amendment is to provide payment for additional services performed by the ENGINEER below.

Right of Way Acquisition Preparation

Prepare the following map and information for acquisition of land and or interest of land required for roadway improvements and appurtenances:

- A. Right of Way Tract Sketch's
 - 1. Proposed roadway alignment, Right of Way lines and/or associated easements
 - 2. Determine parcel locations and size (area required and remaining)
 - 3. Acquisition tabulation for each parcel
- B. Legal Descriptions of required Right of Way and/or associated easement(s)

Right of Way Tract Preparation – 1 parcel @ \$ 900/parcel Initial: _____

All terms and conditions of THE ORIGINAL CONTRACT shall remain in full force and effect.

OWNER:

CITY OF MADISON, AL

Paul Finley, Mayor

ENGINEER:

GOODWYN MILLS CAWOOD, LLC

Timothy J. Westhoven

ATTEST:

ATTEST:

RESOLUTION NO. 2024-212-R**A RESOLUTION AUTHORIZING THE MAYOR TO ISSUE A LETTER OF CONCURRENCE OF AWARD OF A BID WITH ALDOT FOR THE MADISON BOULEVARD IMPROVEMENT PROJECT**

WHEREAS, the City Council of the City of Madison, Alabama, previously approved Resolution No. 2021-392-R, Resolution No. 2022-85-R and Resolution 2023-237-R whereby the City approved consolidated agreements with the Alabama Department of Transportation (herein "ALDOT") for the widening, resurfacing, installing turn Lanes, installing U-Turn lane, access management, and traffic signal modifications on Madison Boulevard from Westchester Road to Flagstone Drive including traffic signal replacement and drainage improvements at the Wall Triana Highway SW/Sullivan Street Intersection (herein "the Madison Boulevard Improvement Project"); and

WHEREAS, On or about July 2, 2024, ALDOT informed the City that the Project had been submitted for Bid and that the State of Alabama determined that Rogers Group, Inc. was the lowest responsive and responsible bidder to perform work on the Project; and

WHEREAS, ALDOT requests, pursuant to the City's executed agreement with the State of Alabama, that the City submit a signed Letter of Concurrence with the State for awarding of the Bid; and

WHEREAS, ALDOT also requests that the City submit payment of **six hundred fifty one thousand and four hundred ninety six dollars and eighty cents (\$651,496.80)** for the City's agreed portion of the Project in advance of ALDOT awarding the Bid to Rogers Group in accord with the City's agreement with ALDOT.

BE IT HEREBY RESOLVED, 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 of the agreement authorized pursuant to Resolution No. 2023-237-R, to include submitting a Letter of Concurrence to the Award of the Bid, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, the Finance Director is hereby authorized to forward prompt pre-payment to ALDOT in the amount(s) and manner authorized by the City's duly adopted agreement with ALDOT.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of July 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON – OFFICE OF THE MAYOR
MAYOR PAUL FINLEY
100 HUGHES ROAD, MADISON, AL 35758
MAYORSOFFICE@MADISONAL.GOV / 256-772-5603
WWW.MADISONAL.GOV

July 9, 2024

ATTN: Bradley B. Lindsey
State Local Transportation Engineer
Alabama Department of Transportation
Administrative Building, Room 110
1409 Coliseum Boulevard
Montgomery, AL 36110-2060

RE: STPAA-4522(251)
CN – 100074624
City of Madison, Alabama

Dear Sir,

This letter is to notify your office that the City of Madison, Alabama, concurs in the award of the contract to Roger's Group, Inc., Huntsville, Alabama, for the construction of the subject project.

Also, attached is the City's check in the amount of \$651,496.80 for its participation in this project.

Sincerely,

Paul Finley
Mayor, City of Madison, Alabama



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us



John R. Cooper
Transportation Director

July 2, 2024

Honorable Paul Finley
Mayor, City of Madison, Alabama

RE: STPAA-4522(251)
CN - 100074624
City of Madison, Alabama
Madison County

Mayor Paul Finley:

We are attaching a copy of the tabulations of the bids that were received by the State of Alabama Department of Transportation for the above project at the letting of **June 28, 2024**.

Upon examination, the unit prices of the low bidder seem to be in line with bid prices for comparable work, and the total bid prices for comparable work and the total bid for all the items of work seem reasonable. Consequently, this is to advise you that the Alabama Department of Transportation will make the award of the contract to **Rogers Group, Inc., Huntsville, AL**, the low bidder, if it is the wish of the City to do so. **Please send this office an original letter to that effect (sample copy attached) no later than, Wednesday, July 10, 2024.**

We are sending you an invoice setting out the amount of money that the City will have to send to this office before the award can be made. **Make the warrant payable to the Alabama Department of Transportation.**

Due to your request for an early award, the State of Alabama Department of Transportation Special Provisions requires the project award be made within thirty (15) calendar days after opening of proposals for projects with Disadvantaged Business Enterprise (DBE) designated percentages. **Therefore, the City's warrant will have to be furnished to this office not later than, Wednesday, July 10, 2024.**

Sincerely,

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

BBL/dk
Attachment(s)

cc: Curtis Vincent, P.E., North Region Engineer
Derrick R. Wilson, P.E., Guntersville Area Operations Engineer
Joe H. Lister, Jr., P.E., Office Engineer Bureau Chief (Ms. Lori Coleman)
Jeff Hornsby, Deputy Director of Finance & Audit (Ms. Tamiko Jordan)
File

INVOICE
ALABAMA DEPARTMENT OF TRANSPORTATION

July 2, 2024

Bill To: The Honorable Paul Finley
Mayor, City of Madison, Alabama

PLEASE NOTE: Make Remittance Payable to: Alabama Department of Transportation

Address Remittance to: Bradley B. Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Blvd.
Administrative Building, Room 110
Montgomery, AL 36110-2060

City of Madison Madison County FEIN: 63-6005367 <u>Construction Costs plus E&I, Railroad, and Indirect Cost for: Resurfacing on Madison Blvd. from Westchester Road to Flagstone Drive to Include Traffic Signal Improvements and the Addition of Turn Lanes</u> STPAA-4522(251) CN - 100074624 Less Federal Aid Funds: City Funds Due:	 \$3,257,484.00 \$2,605,987.20 \$651,496.80
--	--

CITY FUNDS DUE: -----\$651,496.80

See agreement dated: 04/03/2023

Date Authorized: 05/16/2024

STATE OF ALABAMA, MONTGOMERY COUNTY: Personally, appeared the undersigned and made oath in due form of law that the within account is correct, due, and unpaid.


Sworn and subscribed to before me:



Claimant's Signature

July 2, 2024

Date



Notary Public

SAMPLE CONCURRENCE LETTER

Date

Bradley B. Lindsey, P. E.
State Local Transportation Engineer
Alabama Department of Transportation
Administrative Building, Room 110
1409 Coliseum Boulevard
Montgomery, Alabama 36110-2060

RE: Project Nmbr: _____
City of: _____

Dear Sir:

This letter is to notify your office that the City of _____
concurs in the award of the contract to _____,
_____ (Contractor's name and address) for the construction
of the subject project.

B
Also, attached is the city's check in the amount of \$ _____ for its
participation in this project.

Sincerely,

Mayor, City of _____



Alabama Department of Transportation

Vendor Ranking

DATE: 6/28/2024

Page: 1

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area / District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Rank	Vendor	Name	Amount
1	18031	ROGERS GROUP, INC.	\$2,476,000.00
2	07083	GRAYSON CARTER & SON CONTRACTING, INC.	\$2,576,594.60
3	01096	APAC-ALABAMA, INC.	\$2,768,145.97
4	23024	WIREGRASS CONSTRUCTION COMPANY, INC.	\$2,992,687.84



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 1

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area/District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	(1) ROGERS GROUP INC	(2) GRAYSON CARTER & SON CONTRACTING INC	(3) APAC-ALABAMA INC				
Alt Set/Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	Total						
0010 206B009 Removal Of Old Box Culvert, Partial, Station 211+96.000	(1.000)	4,250.00	4,250.00	4,464.20	4,464.20	7,553.83	7,553.83
0020 206C002 Removing Concrete Slope Paving	25.000	120.00	3,000.00	141.54	3,538.50	213.98	5,334.50
0030 206D000 Removing Pipe	34.000	26.00	884.00	54.07	1,838.38	92.92	3,159.28
0040 206D001 Removing Guardrail	413.000	5.35	2,209.55	5.32	2,197.16	5.45	2,250.85
0050 206D003 Removing Curb And Gutter	40.000	16.50	660.00	22.50	900.00	17.05	682.00
0060 206E001 Removing Inlets	2.000	650.00	1,300.00	808.37	1,616.74	2,705.36	5,410.72
0070 206E008 Removing Guardrail End Anchor (All Type)	4.000	430.00	1,720.00	425.53	1,702.12	435.92	1,743.68
0080 210A000 Unclassified Excavation	1,405.000	21.00	29,505.00	25.07	35,223.35	15.99	22,465.95
0090 210D001 Borrow Excavation (Loose Truckbed Measurement)	1,860.000	28.00	52,080.00	17.16	31,917.60	24.05	44,733.00



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 2

Call Order: 024 Contract ID: 20240628024 County: MADISON
 Letting Date: June 28, 2024 Area/District: 0102 Contract Time: 90 Working Days
 Contract Description: STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	(1) ROGERS GROUP, INC.	(2) GRAYSON CARTER & SON CONTRACTING, INC.	(3) APAC-ALABAMIA, INC.				
Alt. Set / Alt Member	Quantity and Units	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount
0100 214A000 Structure Excavation	373.000 CUYD	9.50	3,543.50	19.83	7,396.59	19.02	7,094.46
0110 214B001 Foundation Backfill, Commercial	50.000 CUYD	39.00	1,950.00	31.15	1,557.50	31.93	1,596.50
0120 327A020 Plant Mix Bituminous Base, Mix 1	335.000 Ton	84.00	28,140.00	103.10	34,538.50	95.97	32,149.95
0130 405A000 Tack Coat	14,635.000 Gal	3.40	49,759.00	3.92	57,369.20	4.45	65,125.75
0140 408B001 Micro-Milling Existing Pavement (Approximately 1.10" Thru 2.00" Thick)	120,534.000 SQYD	0.80	96,427.20	1.43	172,863.62	1.87	225,398.58
0150 410H000 Material Remixing Device	1.000 Each	50,000.00	50,000.00	43,842.32	43,842.32	20,025.03	20,025.03
0160 424A360 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	10,042.000 Ton	83.00	833,486.00	91.95	923,861.90	91.11	914,926.62
0170 424B651 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D	151.000 Ton	108.00	16,308.00	108.64	16,404.64	113.39	17,121.89



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 3

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ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	Alt. Set / Alt. Member	Quantity and Units	(1) ROGERS GROUP INC.	(2) GRAYSON CARTER & SON CONTRACTING INC.	(3) APAC-ALABAMA INC.
			Unit Price	Unit Price	Unit Price
			Ext. Amount	Ext. Amount	Ext. Amount
0180 424B655		1,000.000	115.00	114.03	127.73
Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D		Ton	115,000.00	114,030.00	127,730.00
0190 424B657		250.000	95.00	96.41	117.37
Superpave Bituminous Concrete Upper Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D		Ton	23,750.00	24,102.50	29,342.50
0200 424B681		153.000	108.00	108.14	135.94
Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D		Ton	16,524.00	16,545.42	20,798.82
0210 430B043		22.000	90.00	88.93	100.36
Aggregate Surfacing (1" Down, Crusher Run)		Ton	1,980.00	1,956.46	2,207.92
0220 530A104		6.000	375.00	440.33	347.01
36" Roadway Pipe (Class 3 R.C.) (Extension)		LF	2,250.00	2,641.98	2,082.06
0230 533A098		329.000	63.00	106.76	159.38
18" Storm Sewer Pipe (Class 3 R.C.)		LF	20,727.00	35,124.04	52,436.02
0240 600A000		(1.000)	201,112.20	88,022.33	151,574.85
Mobilization		LS	201,112.20	88,022.33	151,574.85



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 4

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
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ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	(1) ROGERS GROUP, INC.	Unit Price	Ext Amount	(2) GRAYSON CARTER & SON CONTRACTING, INC.	Unit Price	Ext Amount	(3) APAC-ALABAMA, INC.	Unit Price	Ext Amount
0250 610D003		126.000	6.85	863.10		3.22	405.72		5.66	713.16			
Filter Blanket, Geotextile		SQYD											
0260 614A000		2.000	900.00	1,800.00		1,207.84	2,415.68		2,253.52	4,507.04			
Slope Paving		CUYD											
0270 620A000		2.000	1,860.00	3,720.00		3,301.37	6,602.74		3,891.97	7,783.94			
Minor Structure Concrete		CUYD											
0280 621A011		5.000	3,700.00	18,500.00		4,322.41	21,612.05		5,063.64	25,318.20			
Junction Boxes, Type 1 Or 1P		Each											
0290 621B011		3.000	1,050.00	3,150.00		1,591.77	4,775.31		485.84	1,457.52			
Junction Box Units, Type 1 Or 1P		Each											
0300 621C001		1.000	4,250.00	4,250.00		6,220.75	6,220.75		3,797.65	3,797.65			
Inlets, Type B		Each											
0310 621C020		3.000	4,350.00	13,050.00		6,888.91	20,666.73		3,962.76	11,888.28			
Inlets, Type Y		Each											
0320 623B001		33.000	54.00	1,782.00		90.37	2,982.21		143.25	4,727.25			
Concrete Curb, Type N Special		LF											
0330 623B003		87.000	24.00	2,088.00		28.00	2,436.00		51.87	4,512.69			
Concrete Curb, Type B		LF											
0340 623C003		36.000	43.00	1,548.00		63.47	2,284.92		64.94	2,337.84			
Combination Curb & Gutter, Type C (Modified)		LF											



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 5

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ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	(1) ROGERS GROUP, INC.	(2) GRAYSON CARTER & SON CONTRACTING, INC.	(3) APAC-ALABAMA, INC.					
Alt Set	Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
0350	630A001	594.000	26.50	15,741.00	26.60	15,800.40	27.24	16,180.56
	Steel Beam Guardrail, Class A, Type 2	LF						
0360	630C080	7.000	5,050.00	35,350.00	5,053.19	35,372.33	5,176.55	36,235.85
	Guardrail End Anchor, Type 20 Series (MASH)	Each						
0370	630G005	44.000	135.00	5,940.00	132.98	5,851.12	136.23	5,994.12
	Steel Beam Guardrail for Culvert, Class A, Type 2, Case 5	LF						
0380	650A000	500.000	26.00	13,000.00	36.32	18,160.00	43.78	21,890.00
	Topsoil	CUYD						
0390	654A001	2,350.000	7.77	18,259.50	10.69	25,121.50	9.81	23,053.50
	Solid Sodding (Bermuda)	SQYD						
0400	665A000	1.000	1,400.00	1,400.00	3,219.88	3,219.88	1,307.76	1,307.76
	Temporary Seeding	Acre						
0410	665B001	3.000	700.00	2,100.00	1,745.71	5,237.13	435.92	1,307.76
	Temporary Mulching	Ton						
0420	665J002	375.000	3.30	1,237.50	8.78	3,292.50	6.51	2,441.25
	Silt Fence	LF						
0430	665O001	375.000	1.80	675.00	1.95	731.25	2.75	1,031.25
	Silt Fence Removal	LF						



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 6

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Line No./Item ID Item Description	Quantity and Units	(1) ROGERS GROUP, INC.	(2) GRAYSON CARTER & SON CONTRACTING, INC.	(3) APAC-ALABAMA, INC.			
Alt Set / Alt Member		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
0440 665P005	5.000	600.00	3,000.00	665.91	3,329.55	217.96	1,089.80
Inlet Protection, Stage 3 Or 4	Each						
0450 665Q002	140.000	5.40	756.00	14.20	1,988.00	7.63	1,068.20
Wattle	LF						
0460 680A001	(1.000)	15,000.00	15,000.00	4,560.47	4,560.47	13,077.59	13,077.59
Geometric Controls	LS						
0470 698A000	(1.000)	0.00	0.00	0.01	0.01	0.01	0.01
Construction Fuel (Maximum Bid Limited to \$ 146,735.00)	LS						
0480 701A231	6.000	4,200.00	25,200.00	4,148.94	24,893.64	4,250.22	25,501.32
Solid White, Class 2, Type A Traffic Stripe	Mile						
0490 701A235	5.000	4,200.00	21,000.00	4,148.94	20,744.70	4,250.22	21,251.10
Solid Yellow, Class 2, Type A Traffic Stripe	Mile						
0500 701A240	5.000	2,750.00	13,750.00	2,680.85	13,404.25	2,746.29	13,731.45
Broken White, Class 2, Type A Traffic Stripe	Mile						
0510 701B205	10,313.000	2.15	22,172.95	2.13	21,966.69	2.18	22,482.34
Dotted, Class 2, Type A, Traffic Stripe	LF						
0520 701C000	10.000	1,150.00	11,500.00	1,117.02	11,170.20	1,144.29	11,442.90
Broken Temporary Traffic Stripe	Mile						



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 7

Call Order: 024 Contract ID: 20240628024 County: MADISON
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ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID/Item Description	Alt Set/Alt Member	Quantity and Units	Unit Price	Ext Amount	(1) ROGERS GROUP, INC.	Unit Price	Ext Amount	(2) GRAYSON CARTER & SON CONTRACTING, INC.	Unit Price	Ext Amount	(3) APAC-ALABAMA, INC.	Unit Price	Ext Amount
0530 701C001		19,000	1,150.00	21,850.00		1,143.62	21,728.78		1,171.53	22,259.07			
Solid Temporary Traffic Stripe		Mile											
0540 701F000		1,000.000	0.22	220.00		0.22	220.00		0.22	220.00			
Dotted Temporary Traffic Stripe		LF											
0550 703A002		4,665.000	6.00	27,990.00		5.85	27,290.25		5.99	27,943.35			
Traffic Control Markings, Class 2, Type A		SQFT											
0560 703B002		1,701.000	6.50	11,056.50		6.38	10,852.38		6.54	11,124.54			
Traffic Control Legends, Class 2, Type A		SQFT											
0570 703D001		4,665.000	3.30	15,394.50		3.19	14,881.35		3.27	15,254.55			
Temporary Traffic Control Markings		SQFT											
0580 705A008		75.000	16.25	1,218.75		15.96	1,197.00		16.35	1,226.25			
Pavement Markers, Class B, Type 1-A (6 Inch Dia.)		Each											
0590 705A030		1,920.000	6.00	11,520.00		5.85	11,232.00		5.99	11,500.80			
Pavement Markers, Class A-H, Type 2-C		Each											
0600 707F001		10,000	85.00	850,000		101.10	1,011,000		103.53	1,035,300			
Flexible Delineator Post with Base, Yellow		Each											
0610 707F002		25,000	85.00	2,125,000		101.10	2,527,500		103.53	2,588,250			
Flexible Delineator Post with Base, White		Each											



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 8

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ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	(1) ROGERS GROUP, INC.	(2) GRAYSON CARTER & SON CONTRACTING, INC.	(3) APAC-ALABAMA, INC.					
Alt. Set	Alt. Member	Quantity and Units	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount
0625	710A163	8.000	24.00	192.00	26.60	212.80	27.25	218.00
	Class 10 Aluminum Flat Sign Panels (Type XI Background)	SQFT						
0629	710A164	15.000	24.50	367.50	31.92	478.80	32.69	490.35
	Class 10 Aluminum Flat Sign Panels (Type XI Background, Fluorescent)	SQFT						
0645	710A171	9.000	20.50	184.50	21.30	191.70	21.80	196.20
	Class 4, Aluminum Flat Sign Panels (Type IV Background)	SQFT						
0650	710B021	75.000	20.50	1,537.50	15.96	1,197.00	16.35	1,226.25
	Roadway Sign Post (#3 U Channel, Galvanized Steel or 2", 14 Ga Square Tubular Steel)	LF						
0660	710C000	(1.000)	110.00	110.00	1,064.00	1,064.00	1,089.80	1,089.80
	Removal Of Existing Roadway Signs	LS						
0670	711A000	(1.000)	160.00	160.00	1,064.00	1,064.00	1,089.80	1,089.80
	Roadway Sign Relocation	LS						
0680	730A000	(1.000)	10,200.00	10,200.00	10,000.00	10,000.00	10,897.99	10,897.99
	Removal Of Existing Traffic Control Unit (Madison Boulevard at Wall Triana Highway Southwest/Sullivan Street)	LS						
0690	730A012	(1.000)	5,100.00	5,100.00	5,000.00	5,000.00	5,449.00	5,449.00
	Removal Of Existing Traffic Control Unit (Partial) (Madison Boulevard at J.E. Brisco Way/Lanier Road)	LS						



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 9

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Line No./Item ID/Item Description	Alt./Set/Alt Member	Quantity and Units	(1) ROGERS GROUP, INC.	(2) GRAYSON CARTER & SON CONTRACTING, INC.	(3) APAC-ALABAMA, INC.
			Unit Price	Unit Price	Unit Price
			Ext Amount	Ext Amount	Ext Amount
0700	730A013	(1.000)	5,100.00	5,000.00	5,449.00
Removal Of Existing Traffic Control Unit (Partial) (Madison Boulevard at Hughes Road)		LS		5,000.00	5,449.00
0710	730A014	(1.000)	5,100.00	5,000.00	5,449.00
Removal Of Existing Traffic Control Unit (Partial) (Madison Boulevard at Research Boulevard)		LS		5,000.00	5,449.00
0720	730C000	(1.000)	10,200.00	10,000.00	10,897.99
Furnishing And Installing Traffic Control Unit (Madison Boulevard at Wall Triana Highway Southwest/Sullivan Street)		LS		10,000.00	10,897.99
0730	730C001	(1.000)	10,200.00	10,000.00	10,897.99
Furnishing And Installing Traffic Control Unit (Madison Boulevard at J.E. Brisco Way/Lanter Road)		LS		10,000.00	10,897.99
0740	730C002	(1.000)	10,200.00	10,000.00	10,897.99
Furnishing And Installing Traffic Control Unit (Madison Boulevard at Hughes Road)		LS		10,000.00	10,897.99
0750	730C003	(1.000)	10,200.00	10,000.00	10,897.99
Furnishing And Installing Traffic Control Unit (Madison Boulevard at Research Boulevard)		LS		10,000.00	10,897.99
0760	730E000	4.000	5,600.00	5,500.00	5,993.90
Metal Traffic Signal Pole Foundation		Each		5,500.00	5,993.90
					23,975.60



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 10

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0770 730F000		2.000	50,400.00	100,800.00	50,000.00	100,000.00	54,489.98	108,979.96
Metal Traffic Signal Pole With 70' Mast Arm Assembly		Each						
0780 730F001		1.000	51,500.00	51,500.00	51,000.00	51,000.00	55,579.77	55,579.77
Metal Traffic Signal Pole With 75' Mast Arm Assembly		Each						
0790 730F002		1.000	52,600.00	52,600.00	52,000.00	52,000.00	56,669.57	56,669.57
Metal Traffic Signal Pole With 80' Mast Arm Assembly		Each						
0800 730K001		3.000	610.00	1,830.00	600.00	1,800.00	653.88	1,961.64
Traffic Signal Junction Box Type S1		Each						
0810 730K002		3.000	1,520.00	4,560.00	1,500.00	4,500.00	1,634.70	4,904.10
Traffic Signal Junction Box Type S2		Each						
0820 730L003		125.000	12.25	1,531.25	12.00	1,500.00	13.08	1,635.00
1", Non-Metallic, Conduit		LF						
0830 730L005		350.000	18.25	6,387.50	18.00	6,300.00	19.62	6,867.00
2", Non-Metallic, Conduit		LF						
0840 730N000		4.000	3,550.00	14,200.00	3,500.00	14,000.00	3,814.30	15,257.20
Luminaire Extension Assembly, 12 Feet		Each						
0850 730P022		15.000	1,550.00	23,250.00	1,500.00	22,500.00	1,634.70	24,520.50
Vehicular Signal Head, 12 Inch, 3 Section, Type LED		Each						



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 11

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Line No./Item ID Item Description	(1) ROGERS GROUP, INC.	(2) GRAYSON CARTER & SON CONTRACTING, INC.	(3) APAC-ALABAMA, INC.				
Alt. Set / Alt. Member	Quantity and Units	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount
0860 730R041	1.000	46,000.00	46,000.00	45,000.00	45,000.00	49,040.98	49,040.98
Controller Assembly, Type NEMA, 16 Channels	Each						
0870 730T010	1.000	2,550.00	2,550.00	2,500.00	2,500.00	2,724.50	2,724.50
Electrical Power Service Assembly With Wood Pole	Each						
0880 730T022	1.000	15,200.00	15,200.00	15,000.00	15,000.00	16,346.99	16,346.99
Uninterruptable Power Supply System, Managed	Each						
0890 730U015	(1.000)	33,500.00	33,500.00	33,000.00	33,000.00	35,963.38	35,963.38
Video Detection System (Madison Boulevard at J.E. Brisco Way/Lanier Road)	LS						
0900 730U016	(1.000)	33,500.00	33,500.00	33,000.00	33,000.00	35,963.38	35,963.38
Video Detection System (Madison Boulevard at Hughes Road)	LS						
0910 730U017	(1.000)	33,500.00	33,500.00	33,000.00	33,000.00	35,963.38	35,963.38
Video Detection System (Madison Boulevard at Research Boulevard)	LS						
0920 730Y620	(1.000)	5,100.00	5,100.00	5,000.00	5,000.00	5,449.00	5,449.00
Furnishing And Installing Pedestal Pole And Foundation With Pedestrian Signal Features (Madison Boulevard at J.E. Brisco Way/Lanier Road)	LS						



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 12

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area/District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID / Item Description	Alt Set / Alt Member	Quantity and Units	Unit Price	Ext. Amount	(1) ROGERS GROUP, INC.	Unit Price	Ext. Amount	(2) GRAYSON CARTER & SON CONTRACTING, INC.	Unit Price	Ext. Amount	(3) APAC-ALABAMA, INC.	Unit Price	Ext. Amount
0930 730Y621 Furnishing And Installing Pedestal Pole And Foundation With Pedestrian Signal Features (Madison Boulevard at J.E. Briscoe Way/Lanier Road)		(1,000) LS	5,100.00	5,100.00	5,000.00	5,000.00	5,000.00	5,449.00	5,449.00	5,449.00	5,449.00	5,449.00	5,449.00
0940 740B000 Construction Signs		1,621.000 SQFT	6.50	10,536.50	5.86	9,499.06	5.99	9,709.79	54.49	5,449.00			
0950 740D000 Channelizing Drums		100.000 Each	25.00	2,500.00	53.20	5,320.00	29.70	8,910.00	29.70	2,967.00			
0960 740E000 Cones (36 inches High)		300.000 Each	6.00	1,800.00	28.01	8,403.00	1,307.76	2,615.52	1,307.76	2,615.52			
0970 741C010 Portable Sequential Arrow And Chevron Sign Unit		2.000 Each	550.00	1,100.00	1,276.60	2,553.20	2,288.58	4,577.16	2,288.58	4,577.16			
0980 742A001 Portable Changeable Message Sign, Type 2		2.000 Each	1,300.00	2,600.00	2,235.00	4,470.00	59.94	4,795.20	59.94	4,795.20			
0990 745A000 Uniformed Police Officer		80.000 HOUR	43.00	3,440.00	75.00	6,000.00	65.39	27,463.80	65.39	27,463.80			
1000 756A028 6" Electrical Conduit, 1 Line, Type 5 Installation		420.000 LF	62.00	26,040.00	60.00	25,200.00							
Section Totals:				\$2,476,000.00		\$2,576,594.60		\$2,768,145.97					
Contract Totals				\$2,476,000.00		\$2,576,594.60		\$2,768,145.97					



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 13

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area/District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)
ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF
FLAGSTONE DRIVE IN MADISON
() indicates item is bid as Lump Sum



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 14

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area/District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	(4) WIREGRASS CONSTRUCTION COMPANY INC	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001		Total						
0010 2065009		(1.000)	2,627.33	2,627.33				
Removal Of Old Box Culvert, Partial, Station 211+96.000		LS						
0020 206C002		25.000	63.95	1,598.75				
Removing Concrete Slope Paving		SQYD						
0030 206D000		34.000	53.07	1,804.38				
Removing Pipe		LF						
0040 206D001		413.000	4.28	1,767.64				
Removing Guardrail		LF						
0050 206D003		40.000	39.97	1,598.80				
Removing Curb And Gutter		LF						
0060 206E001		2.000	902.26	1,804.52				
Removing Inlets		Each						
0070 206E008		4.000	374.24	1,496.96				
Removing Guardrail End Anchor (All Type)		Each						
0080 210A000		1,405.000	35.61	50,032.05				
Unclassified Excavation		CUYD						
0090 210D001		1,860.000	26.57	49,420.20				
Borrow Excavation (Loose Truckbed Measurement)		CUYD						



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 15

Call Order: 024 Contract ID: 20240628024 County: MADISON
 Letting Date: June 28, 2024 Area/District: 0102 Contract Time: 90 Working Days
 Contract Description: STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	Alt. Set/Alt. Member	Quantity and Units	(4) WIREGRASS CONSTRUCTION COMPANY, INC.	Unit Price	Ex. Amount	Unit Price	Ex. Amount	Unit Price	Ex. Amount
0100	214A000	373.000		5.00	1,865.00				
Structure Excavation		CUYD							
0110	214B001	50.000		47.62	2,381.00				
Foundation Backfill, Commercial		CUYD							
0120	327A020	335.000		99.73	33,409.55				
Plant Mix Bituminous Base, Mix 1		Ton							
0130	405A000	14,635.000		3.88	56,783.80				
Tack Coat		Gal							
0140	408B001	120,534.000		2.08	250,710.72				
Micro-Milling Existing Pavement (Approximately 1.10" Thru 2.00" Thick)		SQYD							
0150	410H000	1.000		13,500.00	13,500.00				
Material Remixing Device		Each							
0160	424A360	10,042.000		106.32	1,067,665.44				
Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D		Ton							
0170	424B651	151.000		143.53	21,673.03				
Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D		Ton							



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 16

Call Order: 024 Contract ID: 20240628024 County: MADISON
 Letting Date: June 28, 2024 Area/District: 0102 Contract Time: 90 Working Days
 Contract Description: STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	(4) WIREGRASS CONSTRUCTION COMPANY INC	Quantity and Units	Unit Price	Ex. Amount	Unit Price	Ex. Amount	Unit Price	Ex. Amount
0180 424B655 Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D		1,000.000 Ton	143.35	143,350.00				
0190 424B657 Superpave Bituminous Concrete Upper Binder Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D		250.000 Ton	318.27	79,567.50				
0200 424B681 Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D		153.000 Ton	143.87	22,012.11				
0210 430B043 Aggregate Surfacing (1" Down, Crusher Run)		22.000 Ton	172.23	3,789.06				
0220 530A104 36" Roadway Pipe (Class 3 R.C.) (Extension)		6.000 LF	388.13	2,328.78				
0230 533A098 18" Storm Sewer Pipe (Class 3 R.C.)		329.000 LF	70.05	23,046.45				
0240 600A000 Mobilization		(1,000) LS	233,250.00	233,250.00				



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 17

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area/District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No / Item ID / Item Description	Alt. Set / Alt. Member	Quantity and Units	(W) WIREGRASS CONSTRUCTION COMPANY INC	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount
0250	610D003	126.000		5.41	681.66				
Filter Blanket, Geotextile		SCYD							
0260	614A000	2.000		1,053.80	2,107.60				
Slope Paving		CUYD							
0270	620A000	2.000		375.95	751.90				
Minor Structure Concrete		CUYD							
0280	621A011	5.000		2,254.76	11,273.80				
Junction Boxes, Type 1 Or 1P		Each							
0290	621B011	3.000		735.21	2,205.63				
Junction Box Units, Type 1 Or 1P		Each							
0300	621C001	1.000		1,896.76	1,896.76				
Inlets, Type B		Each							
0310	621C020	3.000		2,734.93	8,204.79				
Inlets, Type Y		Each							
0320	623B001	33.000		67.33	2,221.89				
Concrete Curb, Type N Special		LF							
0330	623B003	87.000		48.85	4,249.95				
Concrete Curb, Type B		LF							
0340	623C003	36.000		63.93	2,301.48				
Combination Curb & Gutter, Type C		LF							

(Modified)



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 18

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area/District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	Quantity and Units	(4) WIREGRASS CONSTRUCTION COMPANY INC.	Unit Price	Est. Amount	Unit Price	Est. Amount	Unit Price	Est. Amount
0350 630A001	594.000		29.40	17,463.60				
Steel Beam Guardrail, Class A, Type 2	LF							
0360 630C080	7.000		3,528.57	24,699.99				
Guardrail End Anchor, Type 20 Series (MASH)	Each							
0370 630G005	44.000		34.22	1,505.68				
Steel Beam Guardrail for Culvert, Class A, Type 2, Case 5	LF							
0380 650A000	500.000		35.57	17,785.00				
Topsoil	CUYD							
0390 654A001	2,350.000		4.23	9,940.50				
Solid Sodding (Bermuda)	SQYD							
0400 665A000	1.000		1,587.86	1,587.86				
Temporary Seeding	Acre							
0410 665B001	3.000		1,587.86	4,763.58				
Temporary Mulching	Ton							
0420 665J002	375.000		4.23	1,586.25				
Silt Fence	LF							
0430 665O001	375.000		0.53	198.75				
Silt Fence Removal	LF							



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 19

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area/District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	Quantity and Units	(4) WIREGRASS CONSTRUCTION COMPANY INC	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
0440 665P005 Inlet Protection, Stage 3 Or 4	5.000 Each		185.25	926.25				
0450 665Q002 Wattle	140.000 LF		4.23	592.20				
0460 680A001 Geometric Controls	(1.000) LS		14,903.47	14,903.47				
0470 698A000 Construction Fuel (Maximum Bid Limited to \$ 146,735.00)	(1.000) LS		0.00	0.00				
0480 701A231 Solid White, Class 2, Type A Traffic Stripe	6.000 Mile		4,170.13	25,020.78				
0490 701A235 Solid Yellow, Class 2, Type A Traffic Stripe	5.000 Mile		4,170.13	20,850.65				
0500 701A240 Broken White, Class 2, Type A Traffic Stripe	5.000 Mile		2,694.55	13,472.75				
0510 701B205 Dotted, Class 2, Type A, Traffic Stripe	10,313.000 LF		2.14	22,069.82				
0520 701C000 Broken Temporary Traffic Stripe	10.000 Mile		1,122.73	11,227.30				



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 20

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area/District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)
ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	Alt Set / Alt Member	Quantity and Units	Unit Price	Ex Amount	Unit Price	Ex Amount	Unit Price	Ex Amount
0530	701C001	19.000	1,149.46	21,839.74				
Solid Temporary Traffic Stripe		Mile						
0540	701F000	1,000.000	0.21	210.00				
Dotted Temporary Traffic Stripe		LF						
0550	703A002	4,665.000	5.88	27,430.20				
Traffic Control Markings, Class 2, Type A		SQFT						
0560	703B002	1,701.000	6.42	10,920.42				
Traffic Control Legends, Class 2, Type A		SQFT						
0570	703D001	4,665.000	3.21	14,974.65				
Temporary Traffic Control Markings		SQFT						
0580	705A008	75.000	16.04	1,203.00				
Pavement Markers, Class B, Type 1-A (6 Inch Dia.)		Each						
0590	705A030	1,920.000	5.88	11,289.60				
Pavement Markers, Class A-H, Type 2-C		Each						
0600	707F001	10.000	85.54	855.40				
Flexible Delineator Post with Base, Yellow		Each						



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 21

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area/District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	Quantity and Units	(4) WIREGRASS CONSTRUCTION COMPANY INC	Unit Price	Ex. Amount	Unit Price	Ex. Amount	Unit Price	Ex. Amount
0610 707F002 Flexible Delineator Post with Base, White	25,000 Each		85.54	2,138.50				
0625 710A163 Class 10 Aluminum Flat Sign Panels (Type XI Background)	8,000 SQFT		23.52	188.16				
0629 710A164 Class 10 Aluminum Flat Sign Panels (Type XI Background, Fluorescent)	15,000 SQFT		24.59	368.85				
0645 710A171 Class 4, Aluminum Flat Sign Panels (Type IV Background)	9,000 SQFT		20.32	182.88				
0650 710B021 Roadway Sign Post (#3 U Channel, Galvanized Steel or 2", 14 Ga Square Tubular Steel)	75,000 LF		20.32	1,524.00				
0660 710C000 Removal Of Existing Roadway Signs	(1,000) LS		106.93	106.93				
0670 711A000 Roadway Sign Relocation	(1,000) LS		160.39	160.39				
0680 730A000 Removal Of Existing Traffic Control Unit (Madison Boulevard at Wall Triana Highway Southwest/Sullivan Street)	(1,000) LS		10,692.65	10,692.65				



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 22

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area/District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)
ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	Quantity and Units	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount
0690 730A012 Removal Of Existing Traffic Control Unit (Partial) (Madison Boulevard at J.E. Brisco Way/Lanier Road)	(1,000) LS	5,346.33	5,346.33				
0700 730A013 Removal Of Existing Traffic Control Unit (Partial) (Madison Boulevard at Hughes Road)	(1,000) LS	5,346.33	5,346.33				
0710 730A014 Removal Of Existing Traffic Control Unit (Partial) (Madison Boulevard at Research Boulevard)	(1,000) LS	5,346.33	5,346.33				
0720 730C000 Furnishing And Installing Traffic Control Unit (Madison Boulevard at Wall Triana Highway Southwest/Sullivan Street)	(1,000) LS	10,692.65	10,692.65				
0730 730C001 Furnishing And Installing Traffic Control Unit (Madison Boulevard at J.E. Brisco Way/Lanier Road)	(1,000) LS	10,692.65	10,692.65				
0740 730C002 Furnishing And Installing Traffic Control Unit (Madison Boulevard at Hughes Road)	(1,000) LS	10,692.65	10,692.65				

(4) WIREGRASS
CONSTRUCTION COMPANY
INC.



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 23

Call Order: 024 Contract ID: 20240628024 County: MADISON
 Letting Date: June 28, 2024 Area/District: 0102 Contract Time: 90 Working Days
 Contract Description: STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID/Item Description	Alt Set / Alt Member	Quantity and Units	(4) WIREGRASS CONSTRUCTION COMPANY, INC.	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount
0750 730C003		(1.000)		10,692.65	10,692.65				
Furnishing And Installing Traffic Control Unit (Madison Boulevard at Research Boulevard)		LS							
0760 730E000		4.000		5,880.96	23,523.84				
Metal Traffic Signal Pole Foundation		Each							
0770 730F000		2.000		53,463.24	106,926.48				
Metal Traffic Signal Pole With 70' Mast Arm Assembly		Each							
0780 730F001		1.000		54,532.50	54,532.50				
Metal Traffic Signal Pole With 75' Mast Arm Assembly		Each							
0790 730F002		1.000		55,601.76	55,601.76				
Metal Traffic Signal Pole With 80' Mast Arm Assembly		Each							
0800 730K001		3.000		641.56	1,924.68				
Traffic Signal Junction Box Type S1		Each							
0810 730K002		3.000		1,603.90	4,811.70				
Traffic Signal Junction Box Type S2		Each							
0820 730L003		125.000		12.83	1,603.75				
1", Non-Metallic, Conduit		LF							
0830 730L005		350.000		19.25	6,737.50				
2", Non-Metallic, Conduit		LF							



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 24

Call Order: 024 Contract ID: 20240628024 County: MADISON
 Letting Date: June 28, 2024 Area/District: 0102 Contract Time: 90 Working Days
 Contract Description: Project(s): STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID/Item Description	Alt./Set	Alt. Member	Quantity and Units	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount
(C) WIREGRASS CONSTRUCTION COMPANY, INC.									
0840		730N000	4.000	3,742.43	14,969.72				
Luminaire Extension Assembly, 12 Feet			Each						
0850		730P022	15.000	1,603.90	24,058.50				
Vehicular Signal Head, 12 Inch, 3 Section, Type LED			Each						
0860		730R041	1.000	48,116.92	48,116.92				
Controller Assembly, Type NEMA, 16 Channels			Each						
0870		730T010	1.000	2,673.16	2,673.16				
Electrical Power Service Assembly With Wood Pole			Each						
0880		730T022	1.000	16,038.98	16,038.98				
Uninterruptable Power Supply System, Managed			Each						
0890		730U015	(1.000)	35,285.73	35,285.73				
Video Detection System (Madison Boulevard at J.E. Brisco Way/Lanier Road)			LS						
0900		730U016	(1.000)	35,285.73	35,285.73				
Video Detection System (Madison Boulevard at Hughes Road)			LS						
0910		730U017	(1.000)	35,285.73	35,285.73				
Video Detection System (Madison Boulevard at Research Boulevard)			LS						



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 25

Call Order: 024 Contract ID: 20240628024 County: MADISON
 Letting Date: June 28, 2024 Area/District: 0102 Contract Time: 90 Working Days
 Contract Description: Project(s): STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No./Item ID Item Description	Quantity and Units	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount
0920 730Y620 Furnishing And Installing Pedestal Pole And Foundation With Pedestrian Signal Features (Madison Boulevard at J.E. Brisco Way/Lanier Road)	(1,000) LS	5,346.33	5,346.33				
0930 730Y621 Furnishing And Installing Pedestal Pole And Foundation With Pedestrian Signal Features (Madison Boulevard at J.E. Brisco Way/Lanier Road)	(1,000) LS	5,346.33	5,346.33				
0940 740B000 Construction Signs	1,621.000 SQFT	6.42	10,406.82				
0950 740D000 Channelizing Drums	100,000 Each	27.80	2,780.00				
0960 740E000 Cones (36 Inches High)	300,000 Each	13.84	4,152.00				
0970 741C010 Portable Sequential Arrow And Chevron Sign Unit	2,000 Each	899.79	1,799.58				
0980 742A001 Portable Changeable Message Sign, Type 2	2,000 Each	3,656.89	7,313.78				
0990 745A000 Uniformed Police Officer	80,000 HOUR	79.39	6,351.20				

(4) WIREGRASS
 CONSTRUCTION COMPANY
 INC



Alabama Department of Transportation
Tabulation of Bids

DATE: 6/28/2024

Page: 26

Call Order: 024 **Contract ID:** 20240628024 **County:** MADISON
Letting Date: June 28, 2024 **Area/District:** 0102 **Contract Time:** 90 Working Days
Contract Description: **Project(s):** STPAA-4522(251)

ROADWAY IMPROVEMENTS ON MADISON BOULEVARD FROM THE JUNCTION OF WESTCHESTER ROAD TO THE JUNCTION OF FLAGSTONE DRIVE IN MADISON

Line No / Item ID	Item Description	Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount
1000	6" Electrical Conduit, 1 Line, Type 5 Installation		420.000 LF	64.16	26,947.20		
Section Totals:					\$2,992,687.84		
Contract Totals					\$2,992,687.84		

() indicates item is bid as Lump Sum

ORDINANCE NO. 2024-206

**EXEMPTING PROCEEDS FROM THE SALE OF HEARING INSTRUMENTS FROM
THE CITY OF MADISON'S SALES AND USE TAX**

WHEREAS, effective October 1, 2024, and ending September 30, 2029, the State of Alabama has enacted a tax exemption excluding all gross proceeds from the sale and use of hearing instruments from the State of Alabama Sales and Use Taxes; and

WHEREAS, the City Council of the City of Madison, Alabama seeks to further exempt all gross proceeds from the sale and use of hearing instruments from the City of Madison Sales and Use Tax.

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

Section 1: In conformity with Alabama Code Section 40-23-4(a)(55), the City hereby exempts all proceeds from the sales and use of hearing instruments, as defined in Alabama Code Section 34-14-1, from the City of Madison, Alabama's Sales and Use Tax effective October 1, 2024 and ending September 30, 2029.

Section 2: The City Clerk is hereby authorized and directed to certify a copy of this Ordinance under the seal of the City of Madison, Alabama, and to forward said certified copy to the Alabama Department of Revenue.

Section 3: Section 1 of this ordinance shall be codified in the Madison City Code as a new Section 16-7 entitled "Hearing Aid Exemption from Sales and Use Tax"

Section 4: If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

READ, ADOPTED AND APPROVED THIS 22nd DAY OF JULY 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of July 2028.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2024-123

**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 April 10 , 2024, 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 MADISON COUNTY

100 ROEMA DRIVE

LOT 9, BLOCK 3, RAINBOW SUBDIVISION, PLAT BOOK 2, PAGE 191

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 simultaneous 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.

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:

**STATE OF ALABAMA
COUNTY OF MADISON COUNTY**

**100 ROEMA DRIVE
LOT 9, BLOCK 3, RAINBOW SUBDIVISION, PLAT BOOK 2, PAGE 191**

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 5** 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 8th day of July 2024.

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

ATTEST:

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

APPROVED this _____ day of _____, 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-204-R

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

Old Town Investment, LLC's request to zone property located north of Town Madison Boulevard, west of Interstate-565 Ramps from AG (Agriculture District) to UC (Urban Center District), and

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

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

SECTION 1. A public hearing will be held by the City Council on August 12, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

SECTION 2. This resolution, including the proposed ordinance made a part hereof, shall be published for three consecutive weeks in the *Madison County Record*. The notice required by this subdivision shall be published in the legal section of the publication in standard form. In addition, the same notice shall be published one time in the regular section of the newspaper which notice shall be the form of at least a one-quarter page advertisement.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 8th day of July 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 8th day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on July 17, 2024

Attachment A

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

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;
 AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
 CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO UC
 (URBAN CENTER DISTRICT).**

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Old Town II, LLC, the City Council of the City of Madison, Alabama, will hold a public hearing on the 12th day of August, 2024, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

STATE OF ALABAMA
 COUNTY OF MADISON

ALL THAT PART OF TRACT A OF TOWN MADISON PHASE 14, A RESUBDIVISION OF TRACT J, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 1 AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2023, PAGE 18, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 565, THENCE NORTH 60 DEGREES 40 MINUTES 09 SECONDS EAST, AND ALONG THE SAID SOUTH RIGHT-OF-WAY, 494.43 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING AND ALONG THE SOUTH RIGHT-OF-WAY OF THE TOWN MADISON BOULEVARD OFF RAMP FROM INTERSTATE HIGHWAY 565, NORTH 83 DEGREES 28 MINUTES 16 SECONDS EAST, 124.86 FEET TO A POINT;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 449.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 66 DEGREES 18 MINUTES 58 SECONDS EAST, 208.29 FEET TO A POINT;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 40 DEGREES 24 MINUTES 43 SECONDS EAST, 120.63 FEET TO A POINT;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 33 DEGREES 58 MINUTES 32 SECONDS EAST, 255.40 FEET TO A POINT;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 39 DEGREES 48 MINUTES 43 SECONDS EAST, 163.05 FEET TO A POINT;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1106.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 40 MINUTES 53 SECONDS EAST, 305.93 FEET TO A POINT;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 65 DEGREES 04 MINUTES 26 SECONDS EAST, 285.04 FEET TO A POINT;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 85 DEGREES 16 MINUTES 43 SECONDS EAST, 121.51 FEET TO A POINT;
 THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 65 DEGREES 40 MINUTES 32 SECONDS EAST, 100.12 FEET TO A POINT;
 THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 57 DEGREES 27 MINUTES 57 SECONDS EAST, 107.55 FEET TO A POINT;
 THENCE LEAVING THE SAID SOUTH RIGHT-OF-WAY, NORTH 83 DEGREES 16 MINUTES 20 SECONDS WEST, 36.72 FEET TO A POINT;
 THENCE NORTH 68 DEGREES 32 MINUTES 16 SECONDS WEST, 286.40 FEET TO A POINT;
 THENCE NORTH 67 DEGREES 01 MINUTES 47 SECONDS WEST, 287.19 FEET TO A POINT;
 THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1116.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 40 MINUTES 53 SECONDS WEST, 308.69 FEET TO A POINT;
 THENCE NORTH 39 DEGREES 48 MINUTES 40 SECONDS WEST, 163.12 FEET TO A POINT;
 THENCE NORTH 37 DEGREES 20 MINUTES 33 SECONDS WEST, 254.96 FEET TO A POINT;
 THENCE NORTH 35 DEGREES 19 MINUTES 50 SECONDS WEST, 116.50 FEET TO A POINT;
 THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 434.00, A CHORD BEARING AND DISTANCE OF NORTH 66 DEGREES 18 MINUTES 58 SECONDS WEST, 201.33 FEET TO A POINT;
 THENCE NORTH 89 DEGREES 44 MINUTES 04 SECONDS WEST, 121.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.55 ACRES, MORE OR LESS.

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 17th day of July, 2024.

DATED at Madison, Alabama, this 24th day of July, 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

PROPOSED ORDINANCE NO. 2024-205

**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 UC
(URBAN CENTER 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 UC (Urban Center District):

STATE OF ALABAMA
COUNTY OF MADISON

ALL THAT PART OF TRACT A OF TOWN MADISON PHASE 14, A RESUBDIVISION OF TRACT J, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 1 AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2023, PAGE 18, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 565, THENCE NORTH 60 DEGREES 40 MINUTES 09 SECONDS EAST, AND ALONG THE SAID SOUTH RIGHT-OF-WAY, 494.43 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING AND ALONG THE SOUTH RIGHT-OF-WAY OF THE TOWN MADISON BOULEVARD OFF RAMP FROM INTERSTATE HIGHWAY 565, NORTH 83 DEGREES 28 MINUTES 16 SECONDS EAST, 124.86 FEET TO A POINT;
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 449.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 66 DEGREES 18 MINUTES 58 SECONDS EAST, 208.29 FEET TO A POINT;
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 40 DEGREES 24 MINUTES 43 SECONDS EAST, 120.63 FEET TO A POINT;
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 33 DEGREES 58 MINUTES 32 SECONDS EAST, 255.40 FEET TO A POINT;
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 39 DEGREES 48 MINUTES 43 SECONDS EAST, 163.05 FEET TO A POINT;
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1106.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 40 MINUTES 53 SECONDS EAST, 305.93 FEET TO A POINT;
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 65 DEGREES 04 MINUTES 26 SECONDS EAST, 285.04 FEET TO A POINT;
THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 85 DEGREES 16 MINUTES 43 SECONDS EAST, 121.51 FEET TO A POINT;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 65 DEGREES 40 MINUTES 32 SECONDS EAST, 100.12 FEET TO A POINT;
 THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 57 DEGREES 27 MINUTES 57 SECONDS EAST, 107.55 FEET TO A POINT;
 THENCE LEAVING THE SAID SOUTH RIGHT-OF-WAY, NORTH 83 DEGREES 16 MINUTES 20 SECONDS WEST, 36.72 FEET TO A POINT;
 THENCE NORTH 68 DEGREES 32 MINUTES 16 SECONDS WEST, 286.40 FEET TO A POINT;
 THENCE NORTH 67 DEGREES 01 MINUTES 47 SECONDS WEST, 287.19 FEET TO A POINT;
 THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1116.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 40 MINUTES 53 SECONDS WEST, 308.69 FEET TO A POINT;
 THENCE NORTH 39 DEGREES 48 MINUTES 40 SECONDS WEST, 163.12 FEET TO A POINT;
 THENCE NORTH 37 DEGREES 20 MINUTES 33 SECONDS WEST, 254.96 FEET TO A POINT;
 THENCE NORTH 35 DEGREES 19 MINUTES 50 SECONDS WEST, 116.50 FEET TO A POINT;
 THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 434.00, A CHORD BEARING AND DISTANCE OF NORTH 66 DEGREES 18 MINUTES 58 SECONDS WEST, 201.33 FEET TO A POINT;
 THENCE NORTH 89 DEGREES 44 MINUTES 04 SECONDS WEST, 121.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.55 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 UC (Urban Center 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 _____, 2024.

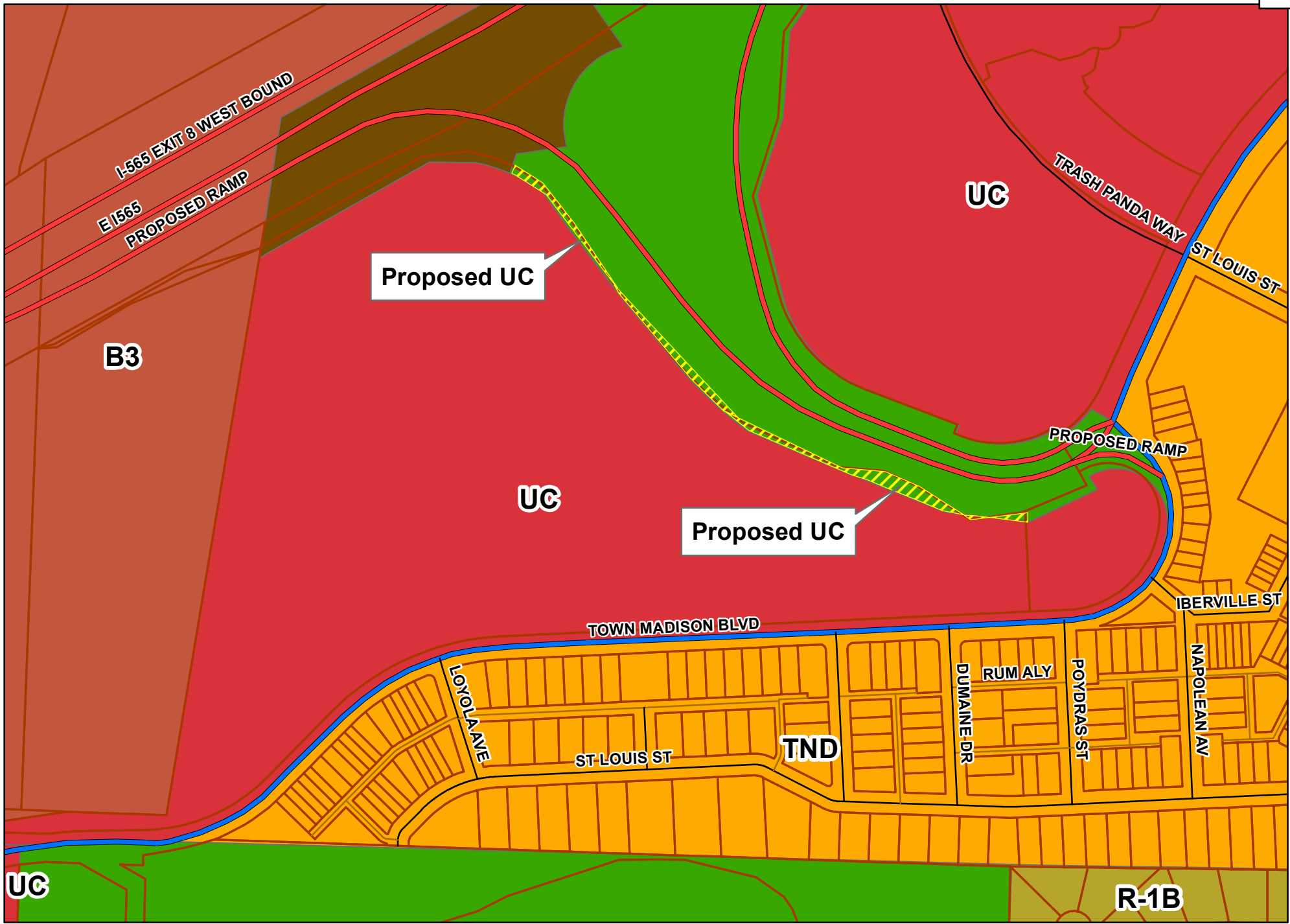
Ranae Bartlett, Council President
 City of Madison, Alabama

ATTEST:

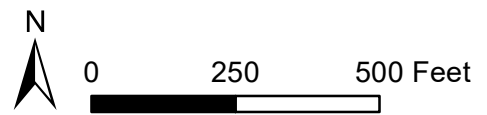
Lisa Thomas, City Clerk-Treasurer
 City of Madison, Alabama

Approved this ____ day of _____, 2024.

Paul Finley, Mayor
 City of Madison, Alabama



Proposed AG to UC



ORDINANCE NO. 2024-188

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN LOT 86 OF BELLAWOODS PHASE 2 SUBDIVISION**

BE IT HEREBY FOUND AND ORDAINED by the City Council of the City of Madison, Alabama, as follows:

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Diltina Development Corporation**, requesting the vacation of a portion of a utility & drainage easement located within Lot 86 of Phase 2 of Bellawoods Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

PART OF A PUBLIC UTILITY AND DRAINAGE EASMEENT ON LOT 86 OF THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK K PAGE 214-216 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THIS LAND IS LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 86 OF SAID FINAL PLAT OF BELLAWOODS – PHASE 2, THENCE SOUTH 47 DEGREES 35 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 6.64 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 83 DEGREES 30 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 18.81 FEET TO A POINT; THENCE, SOUTH 60 DEGREES 51 MINUTES 22 SECONDS EAST FOR A DISTANCE FO 2.09 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 20 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 80.81 FEET TO A POINT; THENCE NORTH 86 DEGREES 35 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 19.02 FEET TO A POINT; THENCE NORTH 01 DEGREES 17 MINUTES 56 SECONDS EAST A DISTANCE FO 78.52 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.04 ACRES MORE OR LESS.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility & drainage easement in favor of **Diltina Development Corporation** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of July 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	QUITCLAIM DEED
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF LIMESTONE	§	<i>No title search requested and none prepared.</i>

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Diltina Development Corporation**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Limestone County, Alabama, to-wit:

STATE OF ALABAMA
 COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

PART OF A PUBLIC UTILITY AND DRAINAGE EASMEENT ON LOT 86 OF THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK K PAGE 214-216 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THIS LAND IS LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 86 OF SAID FINAL PLAT OF BELLAWOODS – PHASE 2, THENCE SOUTH 47 DEGREES 35 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 6.64 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 83 DEGREES 30 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 18.81 FEET TO A POINT; THENCE, SOUTH 60 DEGREES 51 MINUTES 22 SECONDS EAST FOR A DISTANCE FO 2.09 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 20 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 80.81 FEET TO A POINT; THENCE NORTH 86 DEGREES 35 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 19.02

*Quitclaim Deed
 Lot 86, Bellawoods Phase 2, U&D VOE
 Page 1 of 2*

FEET TO A POINT; THENCE NORTH 01 DEGREES 17 MINUTES 56 SECONDS EAST A DISTANCE FO 78.52 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.04 ACRES MORE OR LESS.

TO HAVE AND TO HOLD to said Grantees, their heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of July, 2024.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

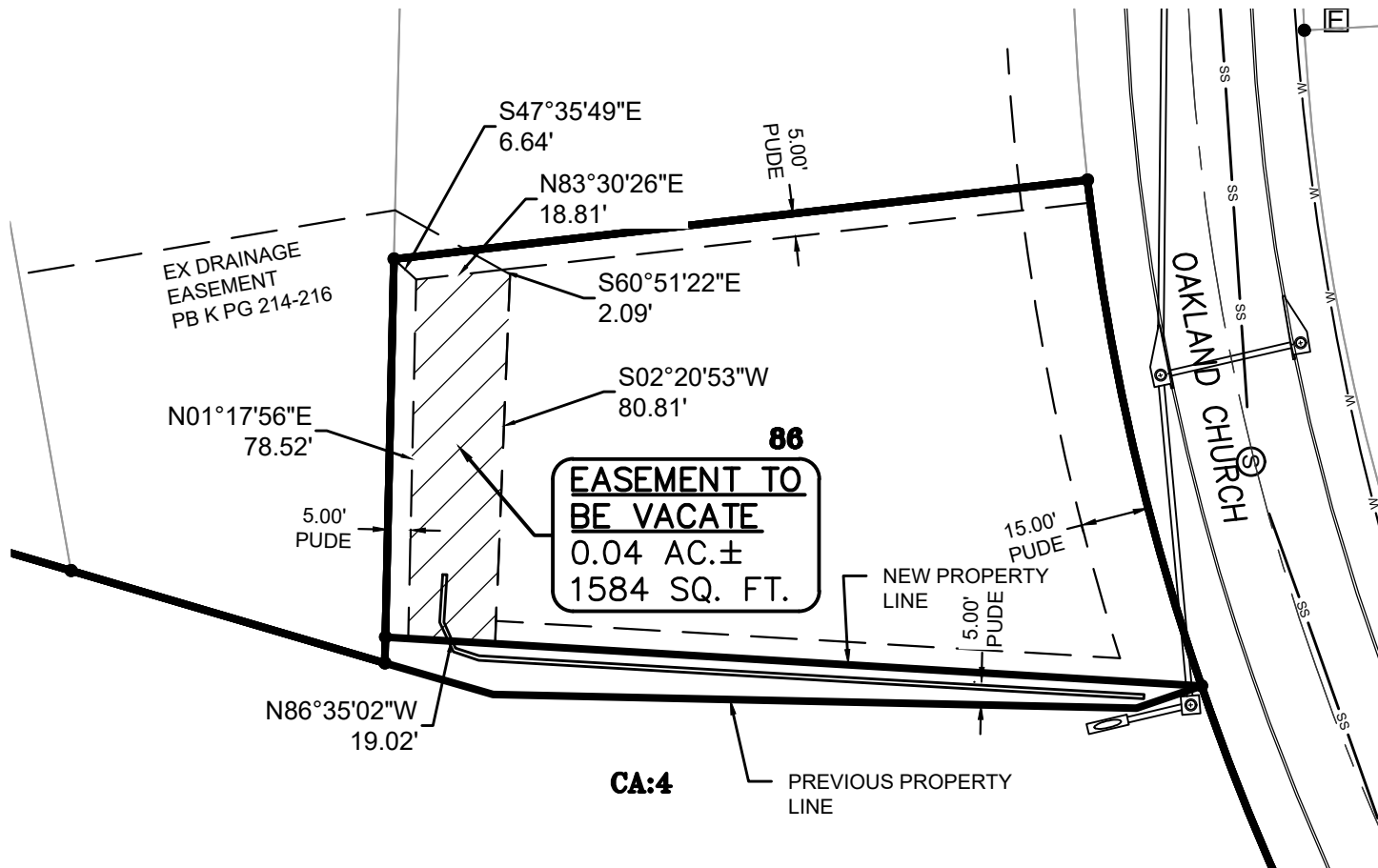
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand this the ____ day of July 2024.

Notary Public



SUBJECT PROPERTY DESCRIPTION

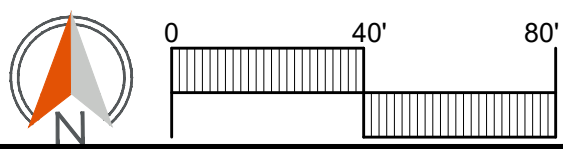
STATE OF ALABAMA
LIMESTONE COUNTY

PART OF A PUBLIC UTILITY AND DRAINAGE EASEMENT ON LOT 86 OF THE FINAL PLAT OF BELLAWOODS - PHASE 2 AS RECORDED IN PLAT BOOK K PAGE 214-216 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THIS LAND IS LOCATED IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 86 OF SAID FINAL PLAT OF BELLAWOODS - PHASE 2, THENCE SOUTH 47 DEGREES 35 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 6.64 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 83 DEGREES 30 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 18.81 FEET TO A POINT; THENCE, SOUTH 60 DEGREES 51 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 2.09 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 20 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 80.81 FEET TO A POINT; THENCE, NORTH 86 DEGREES 35 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 19.02 FEET TO A POINT; THENCE NORTH 01 DEGREES 17 MINUTES 56 SECONDS EAST A DISTANCE OF 78.52 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.04 ACRES MORE OR LESS.



DRAWN BY: ANB
FIELD CREW: N/A
FIELD DATE: N/A
OFFICE DATE: 05.30.24
CHECKED BY: ASM
SHEET: 1 OF 1
JOB NO: S19.006

EASEMENT VACATION
BELLAWOODS PH2 - LOT 86
CITY OF MADISON, LIMESTONE COUNTY, ALABAMA
SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST

ORDINANCE NO. 2024-195

**AN ORDINANCE AMENDING SECTION 32-155 OF THE MADISON CITY CODE
ENTITLED
“RESERVATION OF HANDICAPPED PARKING SPACES”**

WHEREAS, the City of Madison’s Chief of Police has recommended that the City Council amend the language of the City of Madison’s Reservation of Handicapped Parking Spaces Ordinance to allow for more comprehensive enforcement of such parking in handicapped parking spaces; and

WHEREAS, the current Ordinance governing such enforcement of parking in a handicapped parking space only allows for enforcement when a person parks in a spot with a “painted blue line a minimum of four inches;” and

WHEREAS, the City Council of the City of Madison, Alabama wishes to expand the enforcement of its prohibition against parking in designated handicapped spots to be as expansive as allowed by state law, federal law and the most recent American National Standards Institute (ANSI) regulations for designated handicapped parking spaces.

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. Section 32-155 entitled “Reservation of handicapped parking spaces” is hereby amended to **REPEAL** the entire existing provisions and **REPLACE** this section with the following:

“Parking spaces for individuals with long-term and temporary disabilities within the city in both publicly and privately owned parking areas, shall be reserved exclusively for the parking of motor vehicles operated by the physically handicapped. All parking spaces designated for parking by individuals with long-term and temporary disabilities shall comply with ANSI A.117.1, 2017 (Standard). Each parking space for individuals with long-term and temporary disabilities so properly designated pursuant to ANSI A. 117.1, 2017 shall be posted by an official sign "For Handicapped Parking Spaces Only" or by a clearly designated decal painted on the surface of the parking space. The mounting height of the sign shall be approximately 3½ feet from the pavement surface to the bottom of the sign. The sign may be mounted on a building or on a sturdy metal post which is not accessible to parked vehicles normally parked within such space so as to avoid damage or destruction thereof.”

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 22nd day of July 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-208-R**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
PROPERTYROOM.COM INC. FOR ASSET DISPOSITION SERVICES**

WHEREAS, Alabama Code Section 11-47-116 requires that the City of Madison's Police Department must auction abandoned and/or stolen property within its possession every (6) six months; and

WHEREAS, the Police Department seeks the services of PropertyRoom.com Inc. to move and auction property within the possession of the Department as required by the State Code; and

WHEREAS, the Madison Police Department has verified that PropertyRoom.com Inc. is a participating member of Sourcewell with Contract Number 012821-PRC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an agreement with PropertyRoom.com Inc. for asset disposition services for abandoned and unclaimed stolen property obtained by the Police Department, said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Asset Disposition Service Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of July 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2024

Paul Finley, Mayor
City of Madison, Alabama

Asset Disposition Services Agreement

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and _____ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
 - b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
 - c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.
4. **Payment for Services**
- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
 - b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
 - c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
 - (1) Invoice Owner for Services, net of Proceeds collected, or
 - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
 - d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.
5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:
- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
 - b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

Asset Disposition Services Agreement

clickable links on Owner website(s) to websites used by Contractor for Asset sales.

6. Asset Lists

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

7. Salability of Assets.

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

8. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

9. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

10. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

11. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

12. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

13. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

14. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

Asset Disposition Services Agreement

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

Owner Name:	Account #:
Street Address:	Cooperative Purchasing Agreement? Sourcewell <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> Member #: _____
City, State/Province, Postal Code, Country:	Resolution of Unpaid Monthly Service Fees: Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
Telephone:	Fax:
Primary Contact:	Secondary Contact:
Name _____	Name _____
Work _____	Work _____
Mobile _____	Mobile _____
Email _____	Email _____

PROPERTYROOM.COM NEW ACCOUNT SET-UP



After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. *Check payable to* information and the address where checks are to be mailed.

2. Main pick-up location for assets. (If more than one location, please specify)

3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.

**PROPERTYROOM.COM
NEW ACCOUNT SET-UP**



4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.

5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.

6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.

7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated _____ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.

2. Definitions.

- a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
- b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
- c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
- d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
- e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".

3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.

- a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
 - (1) **Asset Success Fee.** For Portable Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
 - (2) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
 - (3) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (4) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

- (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
- (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

- c. **In Place Auction Service ("In Place").** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
- (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
 - (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
- d. **Haul Away Auction Service ("Haul Away").** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
- (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
 - (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Storage - light & medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$3 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.
- e. **Impound Storage & Auction Service ("Impound").** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.
4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

ORDINANCE NO. 2024-197**AN ORDINANCE TO SET A FEE SCHEDULE FOR USE OF PARKS AND RECREATIONAL FACILITIES**

WHEREAS, the City of Madison's Department of Receptions has various recreational and other park facilities that it has established rates and conditions for the use of such facilities; and

WHEREAS, the City of Madison has previously set a fee schedule for these rates by resolution; the most recent being Resolution No. 2002-50-R; and

WHEREAS, the City desires to repeal Resolution No. 2002-50-R in its entirety, because a fee schedule applied to all residents of the City and the public at large is more appropriately governed by an ordinance; and

WHEREAS, the City Council of the City of Madison, Alabama finds that a uniform policy of conditions and fees for the use of recreational and park facilities is in the best interest of the City.

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

Section 1: That Resolution No. 2002-50-R is repealed in its entirety and shall have no more application to the use of parks and recreational facilities.

Section 2: That the attached "Madison Park and Recreation Fee Schedule" is adopted by the City Council of the City of Madison, Alabama and shall now constitute the only fee schedule for the use of the City's parks and recreational facilities.

Section 2. That each section herein and each fee established by this ordinance is hereby declared to be an independent provision and that if any court of competent jurisdiction declares any word, clause, phrase, sentence, paragraph, or provision of this ordinance hereof to be void and invalid for any reason, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof.

Section 3. That this ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 8th day of July 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

MADISON PARK AND RECREATION

FEE SCHEDULE

Madison Community Center

Room 1 (Green Hallway) – 657 SF	Private	\$40/hour
	Nonprofit	\$32/hour
	Commercial	\$48/hour
Room 2 (Green Hallway) - 851 SF	Private	\$50/hour
	Nonprofit	\$40/hour
	Commercial	\$60/hour
Room 3 (Green Hallway) – 829 SF	Private	\$50/hour
	Nonprofit	\$40/hour
	Commercial	\$60/hour
Rooms 2 & 3 (Green Hallway) 1680 SF	Private	\$90/hour
	Nonprofit	\$72/hour
	Commercial	\$108/hour
Room 4 (Green Hallway) – 510 SF	Private	\$30/hour
	Nonprofit	\$24/hour
	Commercial	\$36/hour
Conference Room (Blue Hallway) – 321 SF	Private	\$20/hour
	Nonprofit	\$16/hour
	Commercial	\$24/hour

Dublin Park

1 Room (18x25)-425 SF All \$25/hour

2 Rooms(34x25) – 850 SF All \$40/hour

3 Rooms (56x25) – 1400 SF All \$50/hour

Indoor Pool Party Package \$150 Total

- 2 hours swimming (during open swim)
- 15 swimmers
- 1 room (3 hours)
- Lifeguards on duty

Outdoor Pool Party Package \$175 Total

- 2 hours swimming (private)
- 50 swimmers
- Lifeguards on duty

Dublin Gym \$50/hour ½ Court \$100/Court

Pickleball Courts \$40/day per Court

Tennis Courts \$40/day per Court

Kids Kingdom Pavilions \$50/Weekday ½ Day \$100/Full Day

- Playground will be open to public during rental time
 - Half Day – 8am-2pm or 2pm-8pm
- \$75/Weekend ½ Day \$125/Full Day

Soccer Fields \$25/hour \$35/hour w/lights

Memberships

	Regular	Senior
- Individual		
6 Month	\$100	\$50
12 Month	\$150	\$75

- Family (5 people)
 - 6 Month \$200 \$100
 - 12 Month \$300 \$150
 - o \$20 each additional member 6-month
 - o \$30 each additional member full year
- Pickleball Membership \$40 full Year
- Punch Card (10 visits) \$30
- Summer Individual** \$50
- Summer Family (4 People)** \$125

**Summer memberships are active from Memorial Day to Labor Day

Palmer Park

Baseball/Softball Field Rental \$25/game w/o lights
 \$35/game w/lights

Soccer Field Rental \$25/game w/o lights
 \$35/game w/lights

Pavilions \$50/Weekday ½ Day \$100/Full Day
 \$75/Weekend ½ Day \$125/Full Day

Town Madison Park

Pickleball Courts \$40/day per Court

Softball Field \$25/game w/o lights
 \$35/game w/lights

Outdoor Patio \$250/Day

Miscellaneous

Sunshine Oaks Pavilion	\$50/Weekday ½ Day	\$100/Full Day
	\$75/Weekend ½ Day	\$125/Full Day
Stoneridge Park Pavilion	\$50/Weekday ½ Day	\$100/Full Day
	\$75/Weekend ½ Day	\$125/Full Day
Home Place Park	\$125/Day	