



Agenda

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA

6:00 PM
Council Chambers
February 10, 2025

AGENDA NO. 2025-03-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 J.C. Hopkins of Cornerstone Word of Life Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2025-02-RG, dated January 27, 2025

7. PRESENTATIONS AND AWARDS

A. BeBe Oetjen - Presentation to City Council

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

For Public review and reference, see [Resolution No. 2021-268-R](#) Policy For Public Participation During City Council Meetings.

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and Periodic bills to be paid
- B. **Resolution No. 2025-013-R**: Approving an annual Appropriation Agreement with the United Way of Madison County for FY 25 (\$12,500 to be paid from General Operating account)
- C. **Resolution No. 2025-014-R**: Approving an annual Appropriation Agreement with the Chamber of Commerce of Huntsville Madison County for FY 25 (\$50,000 to be paid from General Operating account)
- D. **Resolution No. 2025-025-R**: Authorizing the disposal of certain Municipal Court Department records in accordance with the Alabama Unified Judicial Record Retention Schedule
- E. **Resolution No. 2025-062-R**: Authorizing the purchase of software licensing from SHI International Corp. through NASPO (\$1,752.60 to be paid from IT Department budget)
- F. Authorization for the Facilities and Grounds Department to solicit bids for groundskeeping services for City facilities
- G. Authorization of second payment to GPR-South Madison LLC pursuant to Resolution No. 2024-162-R approved on July 8, 2024 (\$300,000 to be paid from General Services Special Projects)
- H. Acceptance of a donation from PropertyRoom.com (\$217.06 to be deposited into Police Department 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

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Ryan Brown to Place 1 of the Zoning Board of Appeals with a term expiration of December 31, 2027
- B. Appointment of Erica Despain to the Land Trust of North Alabama with a term expiration of December 31, 2026

12. PUBLIC HEARINGS

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

- A. **Resolution No. 2025-053-R:** Request for a Restaurant Retail Liquor License from LC TM, Inc., doing business as Lola's Cocina for their location at 114 Moon Shot Drive, Madison, AL 35758
- B. **Resolution No. 2025-054-R:** Request for a Restaurant Retail Liquor License from La Placita Grill, LLC, doing business as La Placita Grill for its location at 401 Hughes Road, Suite 4, Madison, AL 35758
- C. **Proposed Ordinance No. 2024-424:** Zoning certain property owned by Bernice Woods consisting of 0.46 acres located at 131 Forrest Drive, north of Forrest Drive and west of Nance Road, to R-1A (Low Density Residential) upon annexation (First Reading 12/30/2024)
- D. **Proposed Ordinance No. 2024-427:** Zoning certain property owned by English RE, LLC, consisting of 1.4 acres located at 7301 Hwy 72, south of Hwy 72 and east of Rainbow Drive, to B3 (General Business) upon annexation (First Reading 12/30/2024)
- E. **Proposed Ordinance No. 2024-429:** Rezoning certain property owned by John W. Burgreen Estate consisting of 37.72 acres located north of Huntsville-Browns Ferry Road, east of Oakland Church from Agriculture to Residential Cluster District No. 2 (First Reading 12/30/2024)
- F. **Proposed Ordinance No. 2024-431:** Zoning certain property owned by Lily Landholdings, Inc. consisting of 89.27 acres located south of Huntsville-Browns Ferry Road and west of Bowers Road from Agriculture to Residential Cluster District 2 (First Reading 12/30/2024)

13. DEPARTMENT REPORTS

CITY CLERK

- A. **Proposed Ordinance No. 2025-027:** Amending Ordinance No. 2011-299 "Establishing Polling Locations for Municipal Elections in the City of Madison" by changing polling location for Council Districts 1, 2, and 4 in Limestone County to James Clemens High School (First Reading 01/27/2025)

ENGINEERING

- A. **Resolution No 2025-042-R:** Authorizing a Professional Services Agreement with Building and Earth Sciences, Inc., for soil and material testing during construction on Project 22-006 | Palmer Park Pedestrian Bridges (amount not to exceed \$10,320, to be paid from Engineering Department budget)
- B. **Resolution No 2025-043-R:** Authorizing a Professional Services Agreement with Kimley-Horn & Associates, Inc., for Project 25-006 | Mill and Sullivan Intersection Improvements to design the replacement of the signal and add right turn lanes (amount not to exceed \$249,000 to be paid from Engineering Department budget)
- C. **Resolution No. 2025-055-R:** Award of Bid No. 2025-003-ITB | Segers Road and Maecille Drive Intersection Improvements to Rogers Group, Inc., for the Base Bid and Additive Alternate #1 (\$1,385,200 to be paid from Fund 38: 38-150-00-2941-23)

FACILITIES AND GROUNDS

- A. **Resolution No. 2025-060-R:** Authorizing Amendment to Agreement with Gilbert, McLaughlin, Casella Architects for development of architectural plans for renovation of the Toyota Field maintenance area, construction of a new maintenance building, and relocation of the outfield wall (\$385,500 to be paid from Multi-Use Venue Maintenance Fund)
- B. **Resolution No. 2025-064-R:** Authorizing Amendment to Agreement with Gilbert, McLaughlin, Casella Architects for development of architectural plans for preparation of construction documents for outfield building consisting of visitor locker room level and concourse level (\$156,500 to be paid from Multi-Use Venue Maintenance Fund)

HUMAN RESOURCES

- A. **Resolution No. 2025-044-R**: Authorization to create additional classifications for the Madison Police Department (Police Officer Recruit, Police Officer I, and Police Officer II)
- B. **Resolution No. 2025-047-R**: Authorization to create additional classifications for the Madison Human Resources Department (Deputy Director, HR Analyst, and HR Associate)
- C. **Resolution No. 2025-048-R**: Authorization to create additional classifications for the Parks and Recreation Department (Program Coordinator - Exceptional Needs)
- D. **Resolution No. 2025-052-R**: Authorization to create an additional classification for the Madison Police Department on the General Classification Plan (Property and Evidence Technician)
- E. **Proposed Ordinance No. 2025-059**: Establishing Salaries for Mayor and Council for Term Beginning November 2025 and ending in 2029 (First Reading)

PLANNING

- A. **Proposed Ordinance No. 2024-422**: Assenting to the annexation of certain property owned by Bernice Woods located at 131 Forrest Drive (First Reading 12/30/2024)
- B. **Proposed Ordinance No. 2024-425**: Assenting to the annexation of certain property owned by English RE, LLC, located at 7301 Hwy 72 (First Reading 12/30/2024)
- C. **Resolution No. 2025-045-R**: Approving Second Amendment to Development Agreement with Diltina Development Corporation and Southern Latitude Investments, LLC (pertaining to Bellwoods Subdivision)
- D. **Resolution No. 2025-046-R**: Approving First Amendment to Development Agreement with Davidson Homes, LLC and Second Wind Land Company, LLC (pertaining to Madison Heights Subdivision)

RECREATION

- A. **Resolution No. 2025-033-R**: Award of Bid No. 2025-001-ITB, Dublin Park Pool Repairs to Johnson Pools and Construction (\$19,385.00 to be paid from Recreation Department budget)

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. 2025-02-RG
 REGULAR CITY COUNCIL MEETING
 OF MADISON, ALABAMA
 JANUARY 27, 2025**

The Madison City Council met in regular session on Monday, January 27, 2025, 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 John Seifert.

Pastor Lewis Martin from Madison Church of the Nazarene provided the invocation followed by the Pledge of Allegiance led by Second Grade Students from St. John the Baptist Church.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Director of Parks and Recreation Kory Alfred, Deputy Fire Chief Brandy Williams, Police Chief Johnny Gandy, City Engineer Michael Johnson

Public Attendance registered: Peter Tremco, Kenneth Jackson, Alice Lessman, Crystal McBrayer, Megan Moore, Kim Lamar, Michael Brayer, Jennifer Coe

AMENDMENTS TO AGENDA

APPROVAL OF MINUTES

MINUTES NO. 2025-01-RG DATED JANUARY 13, 2025

Council Member Shaw moved to approve Minutes No. 2025-01-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2025-01-WS DATED JANUARY 13, 2025

Council Member Powell moved to approve Minutes No. 2025-01-WS. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

MADISON STREET FESTIVAL - CRYSTAL MCBRAYER

Ms. McBrayer expressed her gratitude to the City and Community for making their 42nd Festival a success. Ms. McBrayer stated that in 2024 they distributed their largest amount of grants to date, \$25,000, impacting 21 educational programs across the community.

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.*

PETER TREMCO (DISTRICT 5)

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

- Presented a slide regarding the City's debt consumption from 2013-2023 stating the City's residual borrowing capability was about 9 million dollars. Mr. Tremco expressed his concern over the cost of the Ballpark expansion, and asked that the Council give it a little more consideration after reviewing his data

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating Account	\$1,353,018.28
ADEM Storm Drainage	\$2,400.00
½ Cent Capital Replacement	\$103,192.32
Gasoline Tax & Petroleum Inspection fees	\$227,816.21
Street Repair and Maintenance	\$2,851.67
CIP Bond Accounts	\$672,954.51
Library Building Fund	\$3,151.58
Water Distribution and Storage	\$400,950.00

Regular and periodic bills to be paid

Resolution No. 2025-008-R: Approving an annual appropriation agreement with the Madison Beautification and Tree Board for FY 25 (\$7,500 to be paid from General Operating account)

Resolution No. 2025-009-R: Approving an annual appropriation agreement with the Madison City Community Orchestra for FY 25 (\$4,000 to be paid from General Operating account)

Resolution No. 2025-010-R: Approving an annual appropriation agreement with Partnership For A Drug-Free Community for FY 25 (\$20,000 to be paid from General Operating account)

Resolution No. 2025-011-R: Approving an annual appropriation agreement with the U.S. Space and Rocket Center for FY 25 (\$10,000 to be paid from General Operating account)

Resolution No. 2025-012-R: Approving an annual appropriation agreement with the Riley Center for FY 25 (\$7,500 to be paid from General Operating account)

Resolution No. 2025-034-R: Ratifying an emergency purchase of CAT C/snowplow from Thompson Tractor (\$123,050 paid from Public Works Department budget)

Acceptance of donation from L. Tucker (\$30 to be deposited into Madison Senior Center donation account for programming supplies)

Acceptance of donation from Madison Visionary Partners (\$800,185 to be deposited into Fund 38, Community Center Donation)
Acceptance of donation from Julie Mann (in the amount of \$50 to be used for Fire Station 2)

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Shared the groundbreaking of the new Public Safety Annex
- Announced the Civic Awareness Academy sign-ups are open for registration on madisonal.gov
- Opened the Outfield Site Demolition Package on Thursday and did not receive any bidders. Because of that, the decision has been made to put it on hold for right now as they figure out the next steps moving forward
- Thanked the Kindergarten Class from St. John’s Catholic School for bringing breakfast and visiting with him

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Thanked Traci Gillespie for leading the Council Members at the groundbreaking ceremony for the Public Safety Annex Building
- Thanked Madison Chamber of Commerce and their ambassadors for their support

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Attended the Alabama Legislative Update. The Legislative Session starts January 28, 2025, and added there will be a lot of changes coming up for the state

- Attended the Groundbreaking Ceremony for the Public Safety Annex Building and said it was wonderfully done and expressed her excitement in having that facility moving along
- Thanked everyone involved in working with BallCorps that are helping keep things moving forward

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Touched on the Public Safety Annex Building, stating the facility has been needed for quite some time and is looking forward to it being completed

COUNCIL DISTRICT NO. 4 GREG SHAW

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

- Asked Council President if there will be a Work Session to address the issues with BallCorps. Council President John Seifert answered that a Work Session could be held, and he is open to dates requested. Mayor Finley added once more information is received, a meeting will be held

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Thanked Traci Gillespie for having the groundbreaking site ready to be shoveled for the personnel involved
- Thanked Mr. Tremco for attending the meeting and sharing his information with the Council. Ms. Bartlett shared that she too, has been keeping an eye on the City's debt consumption

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

Absent

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Stated it was very nice attending the Groundbreaking Ceremony for Fire Station 4. Mr. Seifert also added that it will be beneficial to have a fire station on that side of town to help maintain the quality of life
- Thanked St. John's Second Grade Class for bringing the Council dinner and sharing their ambitions with the Council Members

- Addressed BallCorps update, stating they are trying to make the right decision for all parties involved

BOARD/COMMITTEE APPOINTMENTS

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.

DEPARTMENTAL REPORTS

CITY CLERK

PROPOSED ORDINANCE NO. 2025-027: AMENDING ORDINANCE NO. 2011-299 "ESTABLISHING POLLING LOCATIONS FOR MUNICIPAL ELECTIONS IN THE CITY OF MADISON" BY CHANGING POLLING LOCATION FOR COUNCIL DISTRICTS 1, 2, AND 4 IN LIMESTONE COUNTY TO JAMES CLEMENS HIGH SCHOOL (FIRST READING)

First reading only

Council Member Spears asked for clarification asking if this ordinance is just for residents who live in Limestone County, but in Madison City Limits. City Clerk-Treasurer Lisa Thomas confirmed that it is for just those residents

ENGINEERING

RESOLUTION NO. 2025-029-R: AWARD OF BID NO. 2025-002-ITB, PALMER PARK PEDESTRIAN BRIDGES TO LAMBERT CONTRACTING, LLC (\$350,504.64 TO BE PAID FROM ENGINEERING DEPARTMENT CAPITAL OUTLAY)

Council Member Spears moved to approve Resolution No. 2025-029-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

ORDINANCE NO. 2025-023: AMENDING SECTION 32-131 OF THE MADISON CITY CODE OF ORDINANCES ENTITLED "PARKING IN CONFORMITY WITH ESTABLISHED REGULATIONS" BY PROHIBITING PARKING ON A PORTION OF LIFEWAY STREET (FIRST READING 01/13/2025)

Council Member Wroblewski moved to approve Ordinance No. 2025-023 Council Member Powell seconded. The vote was taken and recorded as follows:

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

FACILITIES AND GROUNDS

RESOLUTION NO. 2025-030-R: APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J.M. PHILLIPS ENGINEERING, LLC, FOR CIVIL ENGINEERING DESIGN SERVICES FOR THE PROPOSED IMPROVEMENTS TO THE NORTH ENTRANCE TO PALMER PARK (\$29,078 TO BE PAID FROM THE RECREATION DEPARTMENT SPECIAL PROJECTS ACCOUNT)

Council Member Spears moved to approve Resolution No. 2025-030-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2025-024: AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR LEASE AGREEMENT EXTENSION WITH TENANTS OF 28720 HUNTSVILLE BROWNS FERRY ROAD (\$1,500 PER MONTH PAYABLE TO CITY) (FIRST READING 01/13/2025)

Council Member Shaw moved to approve Ordinance No. 2025-024 Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye
Council Member John Seifert	Aye

Council Member Connie Spears	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent

LEGAL

RESOLUTION NO. 2025-035-R: AUTHORIZING PURCHASE OF RIGHT OF WAY AND ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS FOR SEGERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENT PROJECTS (APPROXIMATELY \$207,200 TO BE PAID FROM FUND 38)

Council Member Spears moved to approve Resolution No. 2025-035. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RECREATION

RESOLUTION NO. 2025-031-R: AWARD OF BID NO. 2024-015-ITB, PALMER AND DUBLIN PARK SOCCER LIGHTING PROJECT TO WILD MONKEY, LLC, DBA 47E (\$148,673.44 TO BE PAID FROM RECREATION DEPARTMENT SPECIAL PROJECTS ACCOUNT)

Council Member Shaw moved to approve Resolution No. 2025-031-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-032-R: AWARD OF BID NO. 2024-016-ITB, PLAYGROUND INSTALLATION PROJECT TO STRUTHERS RECREATION, LLC (\$128,435.00 TO BE PAID FROM RECREATION DEPARTMENT NEIGHBORHOOD PARK ACCOUNT)

Council Member Shaw moved to approve Resolution No. 2025-032-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 John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent

Motion carried.

RESOLUTION NO. 2025-036-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CRYSTAL DIXON FOR FITNESS INSTRUCTOR SERVICES THROUGH THE PARKS & RECREATION DEPARTMENT (NO CHARGE TO CITY, COURSES COST \$5 TO \$25 PER PERSON)

Council Member Spears moved to approve Resolution No. 2025-036-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-037-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ROSALIE HOLCOMBE FOR ART INSTRUCTOR CLASSES THROUGH THE PARKS & RECREATION DEPARTMENT (NO CHARGE TO CITY, COURSES COST \$10 - \$40 PER PERSON)

Council Member Spears moved to approve Resolution No. 2025-037-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-038-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KATIE STEPHENSON FOR MAKEUP APPLICATION INSTRUCTOR CLASSES THROUGH THE PARKS & RECREATION DEPARTMENT (NO CHARGE TO CITY, COURSES COST \$20 - \$50 PER PERSON)

Council Member Wroblewski moved to approve Resolution No. 2025-038-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-039-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MICHELLE THAO FOR FITNESS INSTRUCTOR CLASSES THROUGH THE PARKS & RECREATION DEPARTMENT (NO CHARGE TO CITY, COURSES COST \$5 - \$25 PER PERSON)

Council Member Spears moved to approve Resolution No. 2025-039-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-040-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MARIA TROUPE FOR ARTS AND CRAFTS CLASSES THROUGH THE PARKS & RECREATION DEPARTMENT (NO CHARGE TO CITY, COURSES COST \$10 - \$60 PER PERSON)

Council Member Spears moved to approve Resolution No. 2025-040-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-041-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HUNTER VROONLAND FOR ARTS INSTRUCTOR CLASSES THROUGH THE PARKS & RECREATION DEPARTMENT (NO CHARGE TO CITY, COURSES COST \$10 - \$40 PER PERSON)

Council Member Spears moved to approve Resolution No. 2025-041-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council Member Shaw asked for more clarification on the BallCorps situation asking if anyone has reached out to the companies who were sent out bid packages to ask why they did not bid. City Attorney stated that the City can get more feedback from the companies asking why no bids were made. She mentioned one of the main concerns the contractors mentioned was that they needed more time, due to the dates that needed to be worked around. Ms. Zingarelli also mentioned that some of the contractors were having a hard time getting sub-contractors to assist in the project.

Council Member Powell asked if the process would have been any different if it were a different project that was sent out to bid and came back with no bids. Mayor Finley answered that it would have the same process as the BallCorps project. Mr. Powell asked how long the process will be to send the project out again to be re-bid and Mayor Finley answered that there are two processes in this project. One being, the demolition package with BallCorps, and the other process being the contractual side with the finances.

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 6:48 p.m.

Minutes No. 2025-02-RG, dated January 27, 2025, read, approved and adopted this 10th day of February 2025.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

RESOLUTION NO. 2025-013-R

**A RESOLUTION TO APPROVE AN AGREEMENT WITH
UNITED WAY OF MADISON COUNTY FOR AGENCY SERVICES
RELATED TO THEIR ANNUAL APPROPRIATION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with United Way of Madison County for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **twelve thousand five hundred dollars (\$12,500)** for FY 25.

READ, PASSED, AND ADOPTED this 10th day of February 2025.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **UNITED WAY OF MADISON COUNTY** (hereinafter “**UWMC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that UWMC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to UWMC the sum of Twelve thousand five hundred dollars and no cents (\$12,500.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. UWMC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, UWMC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by UWMC.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by UWMC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of UWMC, nor shall UWMC at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, UWMC being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of UWMC and that officers, employees, and any other agents of UWMC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. UWMC is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. UWMC hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or UWMC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. UWMC agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

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

UNITED WAY OF MADISON COUNTY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the United Way of Madison County is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

EXHIBIT A

United Way of Madison County (UWMC) is pleased to partner with the City of Madison and intends to use the FY25 funding by providing:

United Way's 211 service, delivered in partnership with Crisis Services of North Alabama. When individuals need to find help for something beyond their capacity to deal with on their own, 211 is readily available 24/7, 365 days a year. Experienced call specialists answer phone calls, respond to texts, and conduct online chats through our state-wide database portal with the purpose of connecting those in need with those who can help (<https://211connectsalabama.org>). In those brief conversations, they are able to listen to the needs of the resident calling, access the most extensive database of health and human services in Madison County and provide key referrals to the agency who can actually provide services the individual needs. Statistics tell us that individuals looking for help alone can contact 6-7 organizations before finding the one who actually can provide the help they need. In these days when more individuals are experiencing high stress and financial strains, this lifeline assists not only with the need at hand but improves the mental health and ability to cope for thousands each year. Getting help before the situation becomes more costly, emotionally and financially, is a critical efficiency and savings for the individual, our local resources including local governments, and all of us.

By the end of the Fiscal Year for the City of Madison, we forecast, based on Actual Numbers from October 1, 2023 – July 31, 2024, that over 3,000 residents within the zip codes of Madison, Alabama will benefit. As the City continues to grow, we anticipate that the need for these resources will increase as well. In the past year, 211 most frequently helped individuals from the City of Madison who requested housing/shelter (33.8%), transportation (22.2%), utilities (13.8%), food (7.6%), and more to attain those resources, in part thanks to the support from City of Madison funding.

RESOLUTION NO. 2025-014-R

**A RESOLUTION TO APPROVE AN AGREEMENT WITH
CHAMBER OF COMMERCE OF HUNTSVILLE MADISON COUNTY FOR AGENCY
SERVICES RELATED TO THEIR ANNUAL APPROPRIATION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Chamber of Commerce of Huntsville Madison County for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **fifty thousand dollars (\$50,000)** for FY 25.

READ, PASSED, AND ADOPTED this 10th day of February 2025.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **CHAMBER OF COMMERCE OF HUNTSVILLE-MADISON COUNTY** (hereinafter the “Chamber”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that the Chamber shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to the Chamber the sum of Fifty thousand dollars and no cents (\$50,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. The Chamber pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, the Chamber agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by the Chamber.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by the Chamber regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of the Chamber, nor shall the Chamber at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, the Chamber being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of the Chamber and that officers, employees, and any other agents of the Chamber are not nor shall they be deemed to be officers, employees, or agents of the City.
7. The Chamber is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. The Chamber hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or the Chamber may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. The Chamber agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

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

CHAMBER OF COMMERCE OF HUNTSVILLE-MADISON COUNTY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Chamber of Commerce of Huntsville-Madison County is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

EXHIBIT A

The Chamber of Commerce of Huntsville-Madison County (the “Chamber”), in coordination with the program of economic development, agrees that beginning as of the date of this Agreement, it will furnish and provide the following services to the City of Madison (“Madison”):

- Promote Madison as a key location for new and expanding business and industry.
- Include Madison officials in events, announcements, and internal proceedings that affect Madison or others of relevance in Madison County.
- Coordinate activities and meetings with the Madison Chamber of Commerce to reduce or eliminate the number of concurrent events on related subjects/topics.
- Maintain general and statistical information regarding Madison for response to industrial prospects and general inquiries.
- Respond to inquiries relating to business and industry, as well as general community issues pertaining to Madison.
- In coordination with the Industrial Development Board of the City of Madison, the Chamber shall maintain information on available industrial building and sites.
- Meet with industrial prospects on behalf of Madison, and present Madison industrial properties to prospects.
- Advise the Industrial Development Board of the City of Madison regarding procedures for obtaining appropriate State and Federal financial assistance concerning industrial expansion available to Madison.
- The Chamber shall be available to Madison and its Industrial Development Board for consultation on matters concerning the economic development of the City.

Madison and the Chamber agree that other specific services may be requested from time to time. The Chamber pledges to act on these requests in a good faith manner, and Madison agrees to pay for such services in an amount mutually agreed upon by both parties.

RESOLUTION NO. 2025-025-R

APPROVING THE DISPOSAL OR DESTRUCTION OF CERTAIN MUNICIPAL COURT DEPARTMENT RECORDS

WHEREAS, the Municipal Court Clerk has identified certain City records from the Municipal Court Department, more specifically described below, that are eligible for destruction under guidelines established by the Administrative Office of Courts;

- 2014 Case Files
- 2022 Deposits
- 2019 Traffic Tickets-Non DUI
- 2022 UTC Transmittal Forms
- 2025 Warrants-10 Year
- 2023 Miscellaneous

WHEREAS, the Municipal Court Director has concurred with the disposal or destruction of these records; and

WHEREAS, the City Council desires to authorize the Municipal Court Clerk to destroy the records identified as eligible for destruction under such guidelines pursuant to a Notification of Record Disposal Notice submitted to the Administrative Office of Courts.

NOW, THEREFOR, BE IT RESOLVED, that the Municipal Court Clerk is hereby authorized to proceed with the destruction of records pursuant to the Notice prepared by Municipal Court Department in accordance with guidelines established by the Administrative Office of Courts.

READ, APPROVED, AND ADOPTED this 10th day of February 2025

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2025

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-062-R

AUTHORIZING THE PURCHASE OF SOFTWARE LICENSING FROM SHI INTERNATIONAL CORP. THROUGH THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO)

WHEREAS, SHI International Corp. maintains Contract Number CTR060028, Subcontract Number MA230000003919 with the NASPO for hardware, software, and services contracts; and

WHEREAS, the Alabama Competitive Bid Law exempts such products and services from a Competitive Bid if procured through such a cooperative; and

WHEREAS, the Alabama Department of Examiners of Public Accounts has authorized purchasing through NASPO, which is a national, intergovernmental purchasing cooperative, through December 31, 2025; and

WHEREAS, the IT Department has requested the purchase of 20 Microsoft Teams software licenses, pursuant to attached Proposal No. 2805499, dated February 5, 2025; and

WHEREAS, the IT Department has verified that the licensing is not available for purchase on any bid that has been awarded by the State of Alabama; and

WHEREAS, the IT Department has verified that SHI International Corp. is an authorized dealer for Microsoft licensing and is a participating NASPO vendor holding a valid Alabama business license;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the above-mentioned purchase and payment therefor are hereby authorized, the total amount expended not to exceed **one thousand seven hundred fifty-two dollars and 60 cents (\$1,752.60)**, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

READ, APPROVED, AND ADOPTED this 10th day of February 2025.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025

Paul Finley, Mayor
City of Madison, Alabama



Pricing Proposal
Quotation #: 25805499
Reference #: MPSA# 0005318712 - 4100040771
Created On: 2/5/2025
Valid Until: 2/28/2025

AL-City of Madison

Chris White

100 Hughes Road
IT Department
Madison, AL 35758
United States
Phone: (256) 464-8432
Fax:
Email: chris.white@madisonal.gov

Microsoft Inside Account Manager

Brett Cohen

SHI International Corp
290 DAVIDSON AVE STE 101
SOMERSET, NJ 08873-4179
Phone: 888-744-4084
Fax: 732-654-8380
Email: Brett_Cohen@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Office 365 E1 GCC Per User - 10 months remaining Microsoft - Part#: AAA-11646 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 3/1/2025 – 12/31/2025 Note: MPSA# 0005318712 - 4100040771	20	\$87.63	\$1,752.60
		Subtotal	\$1,752.60
		Total	\$1,752.60

Additional Comments

MPSA# 0005318712 - 4100040771
Payment Schedule: 3/1/2025 - 12/31/2025
Total: \$1,752.60

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

RESOLUTION NO. 2025-053-R

**APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR LC TM, INC., D/B/A
LOLA’S COCINA**

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Restaurant Retail Liquor License to **LC TM, Inc.**, doing business as **Lola’s Cocina**, which has applied for said license for its location at **114 Moon Shot Drive, Madison, AL 35758**; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Restaurant Retail Liquor License to **LC TM, Inc.**, for its **114 Moon Shot Drive** location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a Restaurant Retail Liquor License to **LC TM, Inc.** doing business as **Lola’s Cocina**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of February 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama



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

Date: February 4, 2025
To: Mayor & City Council
From: Ivon Williams
Deputy Revenue Officer, Revenue Department
Subject: LC TM Inc
DBA: Lola's Cocina
Restaurant Retail Liquor License

Please find attached a copy of the checklist for LC TM Inc., doing business as Lola's Cocina regarding their application for a Restaurant Retail Liquor License for their location at 114 Moon Shot Drive, Madison, AL 35758.

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

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

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



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: LC TM Inc.

Business Name: Lola's Cocina

Business Location: 114 Moon Shot Drive, Madison, AL 35758

Mailing Address: 114 Moon Shot Drive, Madison, AL 35758

Phone: (256) 777-4774

APPLICATION FEE:

Date Paid: 1/9/2025 Amount: \$ 100.00 Receipt #: 9478

Copy of Lease: _____ Incorporation Papers: _____

POLICE DEPARTMENT APPROVAL:

Letter Sent: 1/22/2025

Background Check: Approved Disapproved

Check Completed By: Berky Ruffalo Title Admin Asst

Date Completed: 1-23-25

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 1/22/2025

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title PBO

Date Completed: 1-22-2025

FIRE DEPARTMENT APPROVAL:

Letter Sent: 1/22/2025

Inspection: Approved Disapproved

Inspection Completed By: Scott Adams Title DFM

Date Completed: 1-22-25

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 1/22/2025

Date Placed: 1/29/2025 Newspaper: Madison

Publication Fee Paid: 184

Date Paid: 1/9/2025 Receipt #: 9477

Date of Public Hearing: 1/13/2025

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

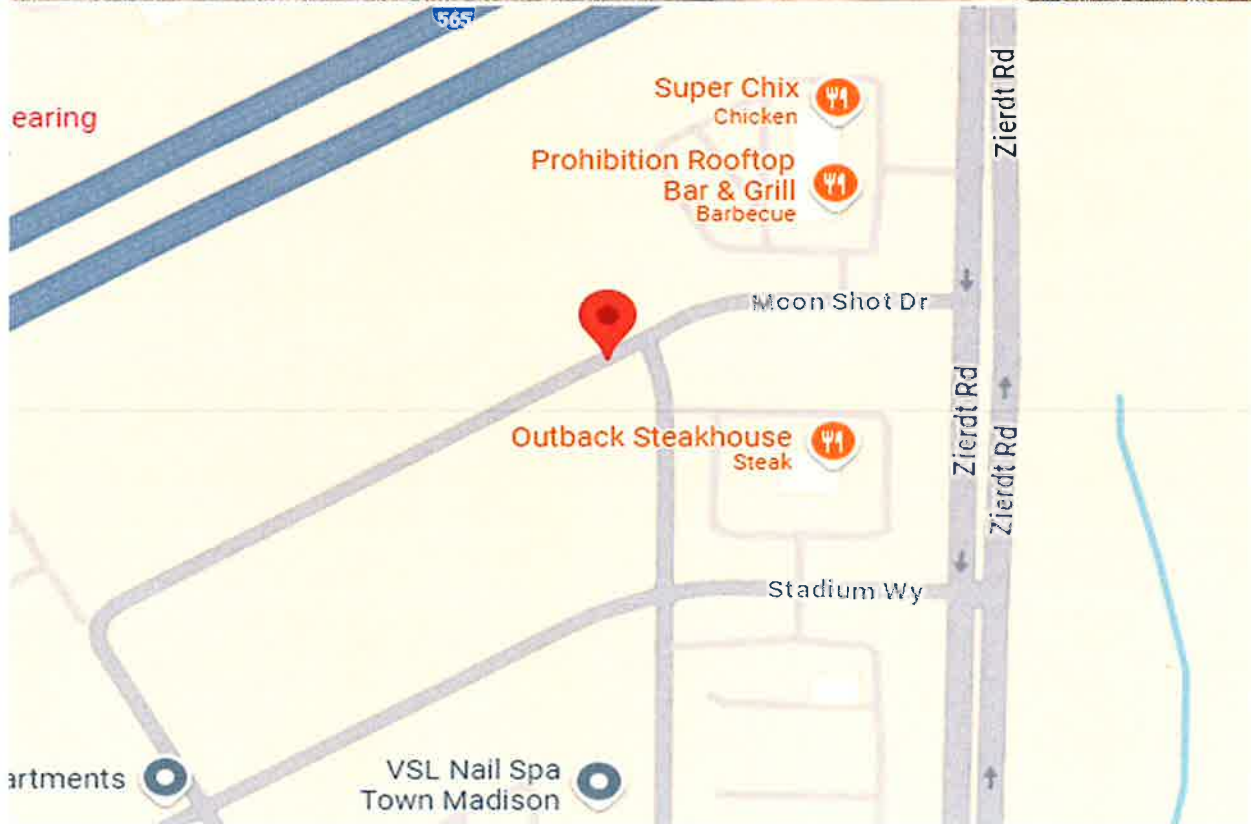
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2025-054-R

APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR LA PLACITA GRILL, LLC, D/B/A LA PLACITA GRILL

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Restaurant Retail Liquor License to **La Placita Grill, LLC**, doing business as **La Placita Grill**, which has applied for said license for its location at **401 Hughes Road, Suite 4, Madison, AL 35758**; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Restaurant Retail Liquor License to **La Placita Grill, LLC**, for its **401 Hughes Road, Suite 4, Madison, AL, 35758** location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a Restaurant Retail Liquor License to **La Placita Grill, LLC**, doing business as **La Placita Grill**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of February 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama



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

Date: February 4, 2025

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: La Placita Grill LLC
DBA: La Placita Grill
Restaurant Retail Liquor License

Please find attached a copy of the checklist for La Placita Grill LLC., doing business as La Placita Grill regarding their application for a Restaurant Retail Liquor License for their location at 401 Hughes Road Suite 4, Madison, AL 35758.

This business is applying for a Restaurant Retail Liquor License due to new ownership.

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

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



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: La Placita Grill LLC

Business Name: La Placita Grill

Business Location: 401 Hughes Road Suite 4 Madison, AL 35758

Mailing Address: 401 Hughes Road Suite 4 Madison, AL 35758

Phone: (256) 996-7643

APPLICATION FEE:

Date Paid: 1/3/2025 Amount: \$ 100.00 Receipt #: 968

Copy of Lease: _____ Incorporation Papers: _____

POLICE DEPARTMENT APPROVAL:

Letter Sent: 1/22/2025

Background Check: Approved Disapproved

Check Completed By: Beky Ruffoe Title Admin Asst

Date Completed: 1-23-25

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 1/22/2025

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title DBO

Date Completed: 1-22-2025

FIRE DEPARTMENT APPROVAL:

Letter Sent: 1/22/2025

Inspection: Approved Disapproved

Inspection Completed By: 1-22-25 Scott Adams [Signature] Title DFM

Date Completed: 1-22-25

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 1/22/2025

Date Placed: 1/29/2025 Newspaper: Madison

Publication Fee Paid: 184

Date Paid: 1/3/2025 Receipt #: 9467

Date of Public Hearing: 1/13/2025

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

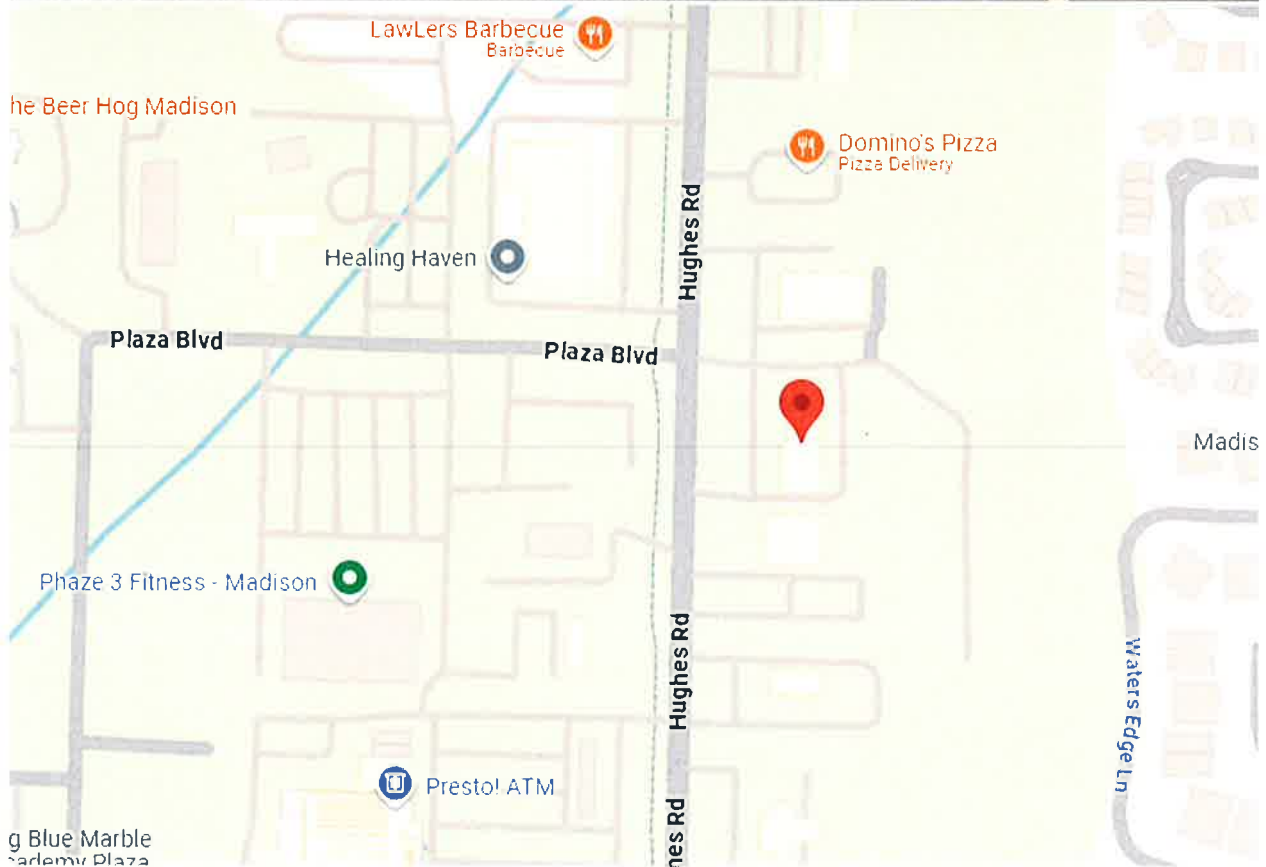
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



ORDINANCE NO. 2024-424

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

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

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R1-A (Low Density Residential District):

**131 FORREST DRIVE
LOT 7, BLOCK 1, RAINBOW SUBDIVISION, 2nd ADDITION, PLAT BOOK 6, PAGE 75**

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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this 10th day of February 2025.

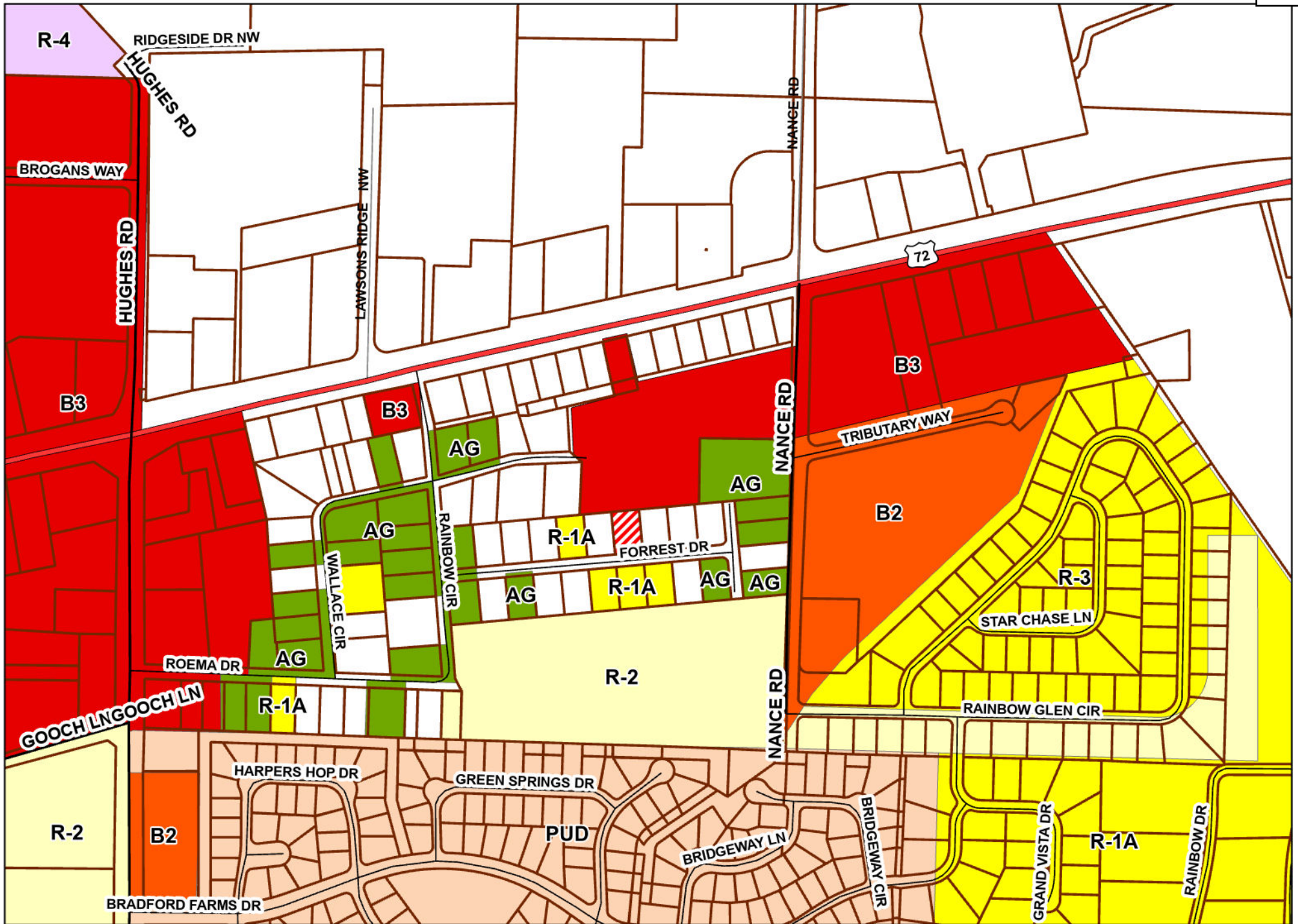
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

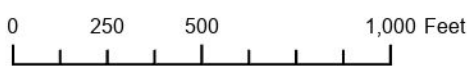
Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed R-1A - 131 Forrest Dr



ORDINANCE NO. 2024-427

**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 B-3
(GENERAL BUSINESS 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 B-3 (General Business District):

7301 U.S. HIGHWAY 72

LOT 1, BLOCK 1, AND LOT 1, BLOCK 2 OF HUGHES HILL WHICH IS A RESUBDIVISION OF LOTS 15 TO 21 INCLUSIVE, ACCORDING TO THE PLAT OF THE SUBDIVISION OF LANDS LOCATED IN SECTION 26 AND 27, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, OF RECORD IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 1, PAGE 75, AND SAID RESUBDIVISION IS OF RECORD IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA, IN PLAT BOOK 1, PAGE 294.

ALL THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND BEING A PART OF LOT 1, BLOCK 1, ACCORDING TO THE RECORD PLAT OF HUGHES HILLS, A RESUBDIVISION OF TRACT 15 THROUGH 21, INCLUSIVE OF JOHN A. HUGHES AND FRANK CLIFF LANDS, MADISON COUNTY, ALABAMA AS RECORDED IN PLAT BOOK 1, PAGE 294, IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA.

PARTICULARLY DESCRIBED AS BEGINNING AT A 5/8 INCH REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1 ON THE SOUTH RIGHT-OF-WAY MARGIN OF U.S. HIGHWAY NO. 72; THENCE FROM THE POINT OF BEGINNING NORTH 88 DEGREES 15 MINUTES 23 SECONDS EAST ALONG THE SOUTH MARGIN OF SAID U.S. HIGHWAY NO. 72 FOR A DISTANCE ALONG OF 154.65 FEET TO A 3/4 INCH IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 1, SOUTH 02 DEGREES 39 MINUTES 54 SECONDS EAST 400.00 FEET TO A 1/2 INCH REBAR SET; THENCE SOUTH 88 DEGREES 15 MINUTES 41 SECONDS WEST 157.09 FEET TO A 1/2 INCH REBAR SET ON THE WEST BOUNDARY LINE OF SAID LOT 1; THENCE NORTH 02 DEGREES 18 MINUTES 57 SECONDS WEST 400.00 FEET TO THE POINT OF BEGINNING

SUBJECT PROPERTY IS SITUATED SECTION 27, TOWNSHIP 3 SOUTH, RANGE 2 WEST, AND IS KNOWN AS 7301 HEY. 72 W, MADISON, AL 35758

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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this 10th day of February 2025.

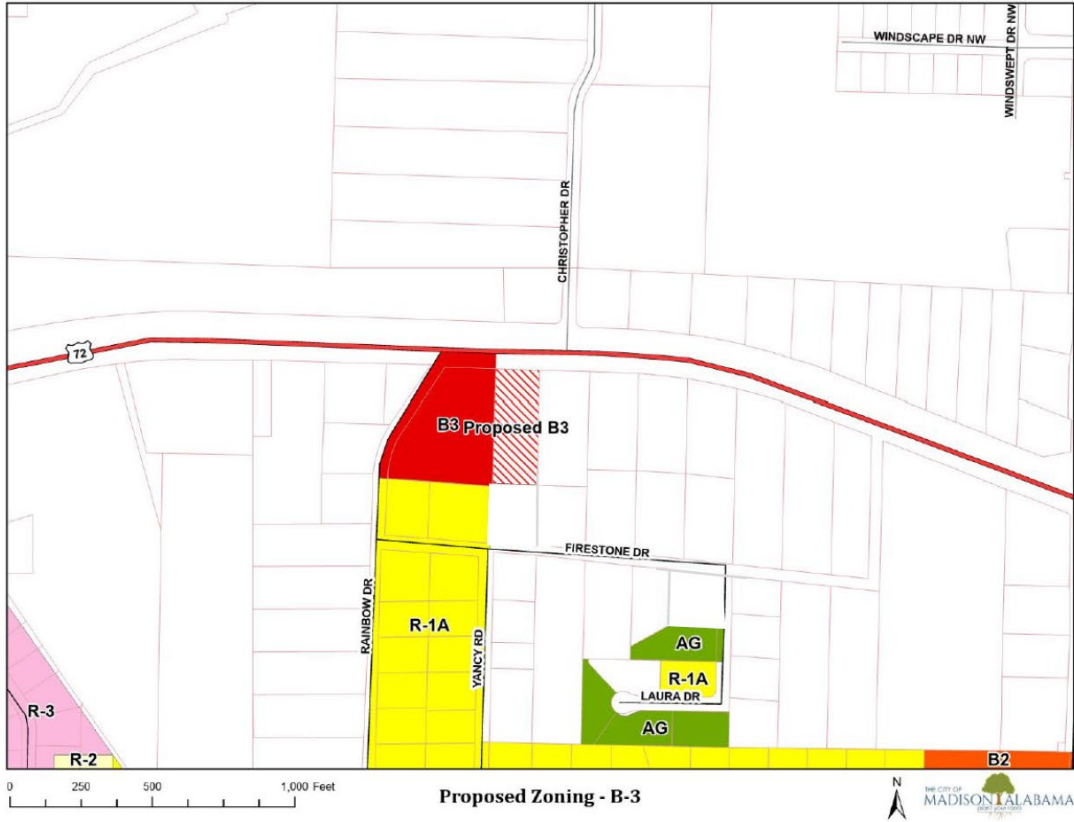
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama



ORDINANCE NO. 2024-429

**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 RC-2
(RESIDENTIAL CLUSTER DISTRICT NO. 2).**

**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 RC-2 (Residential Cluster District No. 2):

STATE OF ALABAMA
LIMESTONE COUNTY

A parcel of land situated in the Southeast Quarter of Section 35, Township 3 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama and being the same property as described in Real Property Book 2014, Page 34458 in the Office of the Judge of Probate, Limestone County, Alabama, and being more particularly described as follows:

Beginning at a found Mag Nail (Schoel CA#003) marking the Southeast corner of said Section 35 and lying near the centerline of Huntsville Brownsferry Road (60-foot wide right-of-way); Thence run North 88 degrees 49 minutes 32 seconds West, 381.75 feet along the south boundary of said Section 35 and along the centerline of said road to a found Mag Nail (Schoel CA#003); thence, leaving the south boundary of said Section 35, run North 00 degrees 37 minutes 40 seconds East, 449.04 feet to a found capped rebar (Pugh-Wright); thence run North 88 degrees 50 minutes 33 seconds West, 63.76 feet to a found capped rebar (Pugh-Wright); thence run North 03 degrees 40 minutes 09 seconds West, 439.39 feet to a found capped rebar (Pugh-Wright); thence run North 88 degrees 47 minutes 01 second West, 198.95 feet to a found capped rebar (Schoel CA#003), passing through a found capped rebar (Pugh-Wright) at a distance of 189.61 feet; thence run North 00 degrees 07 minutes 26 seconds West, 1844.82 feet to a found 5/8-inch iron pin; thence run South 87 degrees 19 minutes 31 seconds East, 704.99 feet to a point lying on the east boundary of said Section 35, passing through a found 5/8-inch pin (being a 2' offset reference iron) at a distance of 702.99 feet; thence along the east boundary of said Section 35, run South 00 degrees 41 minutes 27 seconds West, 2712.95 feet back to the Point of Beginning, passing through a found 5/8-inch pin (being a 2' offset reference iron) at a distance of 2.00 feet.

Said parcel contains 37.718 acres (1,643,010 square feet) 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 RC-2 (Residential Cluster District No. 2).

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 10th day of February 2025.

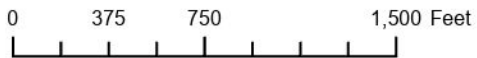
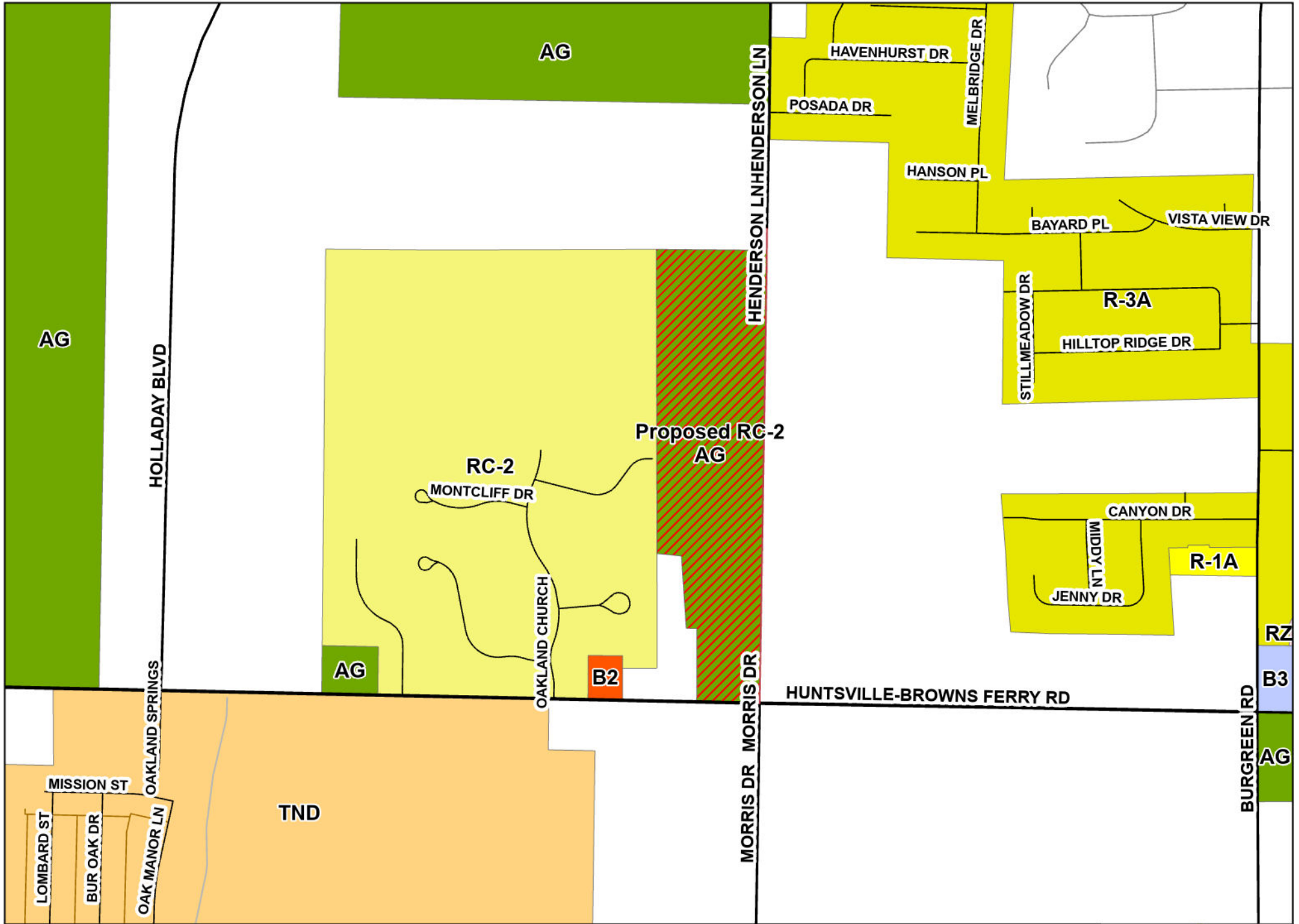
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed RC-2 Zoning



ORDINANCE NO. 2024-431

**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 RC-2
(RESIDENTIAL CLUSTER DISTRICT NO. 2).**

**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 RC-2 (Residential Cluster District No. 2):

STATE OF ALABAMA
LIMESTONE COUNTY

A PORTION OF LAND LOCATED IN SECTION 3, TOWNSHIP 4 SOUTH, RANGE 3 WEST, OF LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A MAG NAIL BEING THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE, SOUTH 89 DEGREES 40 MINUTES 37 SECONDS EAST (ALABAMA STATE PLANE GRID, WEST ZONE [NAD 83]), A DISTANCE OF 2006.15 FEET TO A RAILROAD SPIKE IN POWELL ROAD; THENCE, NORTH 00 DEGREES 36 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 2002.90 FEET TO A CAPPED IRON PIN (STAMPED "PWM AL/CA0021/LS"), SAID POINT BEING THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 33 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 1975.51 FEET TO A CONCRETE MONUMENT, PASSING THROUGH A CONCRETE MONUMENT AT 649.64 FEET; THENCE, SOUTH 88 DEGREES 36 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 1967.64 FEET TO A 7/8" IRON PIN FOUND ALONG THE WEST RIGHT-OF-WAY MARGIN OF BOWER ROAD (60 FOOT PUBLIC RIGHT-OF-WAY); THENCE, ALONG THE SAID WEST MARGIN, SOUTH 01 DEGREES 39 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1980.72 FEET TO A 1/2" IRON PIN FOUND; THENCE, LEAVING SAID WEST MARGIN, NORTH 88 DEGREES 27 MINUTES 34 SECONDS WEST A DISTANCE OF 1963.95 FEET TO THE POINT OF BEGINNING;

CONTAINING 89.27 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 RC-2 (Residential Cluster District No. 2).

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 10th day of February 2025.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Rezoning: AG to RC-2

ORDINANCE NO. 2025-027

**AN ORDINANCE TO AMEND ORDINANCE NO. 2011-299
ESTABLISHING POLLING LOCATIONS FOR MUNICIPAL ELECTIONS
IN THE CITY OF MADISON, ALABAMA, TO CHANGE POLLING
LOCATION FOR LIMESTONE COUNTY PORTIONS OF
DISTRICTS 1, 2, AND 4 TO JAMES CLEMENS HIGH SCHOOL**

WHEREAS, the Code of Alabama, Section 11-46-24 gives the City the authority to establish polling locations for each Council District, and Section 11-46-24.1 provides that the governing body of a Class 8 municipality, such as the City of Madison, for the purpose of designating voting places in a municipal election may provide by ordinance for the combination of any district; and

WHEREAS, Code of Alabama, Section 17-6-4(d) requires any changes in designated polling places to occur no later than three months before an election is to be held, which is May 26, 2025 this year; and

WHEREAS, in Ordinance No. 2011-299 the City Council established a single polling location, which has been the Lamb of God Lutheran Church located at 11716 County Line Road, for portions of the City that are located in Limestone County, and said location has become insufficient for public convenience and traffic management; and

WHEREAS, the City Council desires to change the polling location for voters who live in Limestone County in District 1, District 2, and District 4 to James Clemens High School; and

WHEREAS, said polling location will be utilized not only for the upcoming general municipal election but also for future elections; and

WHEREAS, the adjustment hereinafter directed may be made without changing or affecting in any respect the voting district of any resident of the City of Madison;

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

Ordinance No. 2011-299, as amended by Ordinance No. 2020-15, which changed the District 6 voting location, is hereby amended to provide for polling locations as follows:

District 1:	Faith Lutheran Church 660 Gillespie Road (Madison County portion of District)
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James Clemens High School
11306 County Line Road
(Limestone County portion of District)

District 2:

Madison Baptist Church
840 Balch Road
(Madison County portion of District)

James Clemens High School
11306 County Line Road
(Limestone County portion of District)

District 4:

Madison City Hall
100 Hughes Road
(Madison County portion of District)

James Clemens High School
11306 County Line Road
(Limestone County portion of District)

READ, PASSED, AND ADOPTED this ____ day of February, 2025.

John. D. Seifert, II
City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February, 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-042-R

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH BUILDING & EARTH SCIENCES, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Building & Earth Sciences, Inc., for soil and material testing during construction of the Palmer Park Pedestrian Bridges, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Building & Earth Sciences, 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 10th day of February 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Building & Earth Sciences, Inc., located at 2607 Leeman Ferry Road, Suite 5, Huntsville, AL, 35801, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional material testing and inspection services related to the construction of Palmer Park Pedestrian Bridges; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional inspections of bearing surface of all foundations for adequate soil stability to include an observation of the foundation size, general location, and cleanliness to include loose soil, groundwater, and trash removal as well as concrete field testing, including casting specimens for compressive strength testing and completing associated field tests located at Palmer Park, said services to be completed according to the Consultant’s proposal dated January 20, 2025 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry

out the services required by this Agreement.

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

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **ten thousand three hundred twenty dollars (\$10,320.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee

schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, agents, and employees with per-project policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall name the City and its employees, agents, and servants as additional insureds in said policies and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate.

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

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*Jeff Pepper, P.E.
Chief Engineer
Building & Earth Sciences, Inc.
2607 Leeman Ferry Road, Suite 5
Huntsville, AL 35801*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be

construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who

are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of February 2025.

Notary Public

**Building & Earth Sciences, Inc.
Consultant**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

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

Given under my hand this the ____ day of February 2025.

Notary Public



Geotechnical, Environmental, and Materials Engineers

2607 Leeman Ferry Road, Suite 5

Huntsville, AL 35801

Ph: (256) 713-0056

www.BuildingAndEarth.com

January 20, 2025

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

Attention: Ms. Michelle Dunson, P.E. (michelle.dunson@madisonal.gov)

Subject: Proposal to Provide Construction Materials Testing and
Inspection Services for
Palmer Park Pedestrian Bridges
Madison, Alabama
Building & Earth Proposal No. HV27025

Dear Ms. Dunson:

Building & Earth Sciences, Inc. is pleased to submit this proposal to provide construction materials testing and special inspection services for the subject projects. Building & Earth has significant experience on similar projects. This proposal outlines our understanding of the project, scope of services, and associated fee.

PROJECT INFORMATION

The subject site is located at Palmer Park in Madison, Alabama. We understand that the proposed construction will consist of two new pedestrian bridges. Building & Earth performed the geotechnical exploration and published a report titled "*Report of Subsurface Exploration and Geotechnical Evaluation*", Project No. HV240108, dated July 10, 2024. Our experience with similar projects, and our familiarity with the project site, uniquely qualifies Building & Earth to perform these materials testing and special inspection services. The project will consist of foundation installation observation and concrete testing.

FOUNDATION OBSERVATION

We will check the bearing surface of all foundations for adequate soil stability. These inspections will also include an observation of the foundation size, general location, and

Birmingham, AL • Auburn, AL • Huntsville, AL • Montgomery, AL
Tuscaloosa, AL • Columbus, GA • Louisville, KY • Raleigh, NC • Dunn, NC
Jacksonville, NC • Springdale, AR • Little Rock, AR • Ft. Smith, AR • Tulsa, OK
Oklahoma City, OK • DFW Metroplex, TX • Virginia Beach, VA • Nashville, TN

cleanliness to include loose soil, groundwater, and trash removal. We have assumed a total of four 4-hour visits by a Field Engineer. Our cost estimate for foundation observations is **\$2,610**.

CONCRETE TESTING SERVICES

A Building & Earth engineering technician will perform concrete field testing services. This includes casting specimens for compressive strength testing as well as completing associated field tests in accordance with project specifications. Sets of five concrete cylinders will be cast **every 100 cubic yards or fraction thereof** for each placement as required by specifications. We have assumed the following:

- Foundations – 4 visits @ 4 hrs each
- Bridge Decks – 2 visits @ 8 hrs each

The associated laboratory testing and reporting is included in this portion of the estimate. cost estimate for this portion of the work is **\$7,710**.

BUDGET SUMMARY

Foundation Observations.....	\$2,610
Concrete Testing Services.....	\$7,710
TOTAL.....	\$10,320

This budget summary is only an estimate based on the number and length of visits outlined in our assumptions above. The final amount of the contract will be based on the contractor’s schedule and the actual duration and number of visits required to perform the tests and inspections required by the client. Our services will be charged in accordance with the attached Unit Fee Schedule. All visits will be charged portal-to-portal.

ADDITIONAL SERVICES

Additional services provided by Building & Earth but not included in this proposal include, but are not limited to:

- Retests for failing tests or inspections.
- Overtime for daily tasks that exceed 8-hrs, weekend, or holiday work.
- NPDES stormwater inspections.
- Asphalt placement observation and testing.
- Concrete slab floor flatness and levelness (FF/FL) testing.

Additional services not quantified and priced in this proposal will be provided upon request at our standard unit rates.

AUTHORIZATION

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as our authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. Any work that is outside of our scope will be billed as additional services in accordance with the attached fee schedule.

Note that our presence on the site does not alleviate the contractor's contractual responsibility to perform their work in accordance with the project specifications. Our field observations and tests are for the benefit of the client and are not intended to replace the contractor's responsibility for quality control, or responsibility for the performance of their work. Our presence is not a guarantee or warrantee against future problems.

CLOSING

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please direct any questions regarding this proposal to the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.



Kevin Matthews
 CMT Project Manager



Jeff Pepper, P.E.
 Chief Engineer/Principal

Attachments: Unit Rate Fee Schedule
 General Terms and Conditions



Building & Earth Sciences, Inc. 2025 CMT Fee Schedule

Geotechnical, Environmental, and Materials Engineers

PERSONNEL

Clerical Services.....	\$50.00/hour
Engineering Technician.....	\$65.00/hour
ICC Special Inspector.....	\$100.00/hour
Field/Staff Professional or Engineer.....	\$110.00/hour
Certified Firestopping Inspector.....	\$120.00/hour
Structural Steel/Wood Framing Inspector (CWI/NDT).....	\$125.00/hour
Project Manager.....	\$150.00/hour
Professional Engineer, P.E.....	\$175.00/hour
Sr. Professional Engineer, P.E.....	\$200.00/hour
Project Principal, P.E.....	\$250.00/hour

LABORATORY TESTING

Standard Proctor Test (ASTM D-698 or AASHTO T-99).....	\$150.00/each
Modified Proctor Test (ASTM D-1557 or AASHTO T-180).....	\$175.00/each
Atterberg Limits Determination.....	\$100.00/each
Material Finer than No. 200 Sieve (washed).....	\$100.00/each
Moisture Content Tests.....	\$20.00/each

CONCRETE AND AGGREGATE TESTING

Concrete Cylinders.....	\$25.00/each
Grout or Mortar Cubes.....	\$30.00/each
Concrete Beams (Flexural Strength).....	\$100.00/each
Floor Flatness/Levelness Testing.....	\$500.00/episode
Concrete Moisture Transmission & pH Test.....	\$100.00/each

ASPHALT TESTING

Cutting Cores.....	\$150.00/each
Asphalt Layer Thickness.....	\$50.00/each
Asphalt, Maximum Theoretical Density.....	\$100.00/each
Asphalt, Marshall Stability & Flow.....	\$150.00/each
Asphalt, Extraction/Gradation.....	\$150.00/each

MISCELLANEOUS

Trip Charge (site within 25 miles of office).....	\$50.00/trip
Mileage (site outside of 25 miles of office).....	\$1.00/mile
Equipment Rental (Nuclear Gauge, Concrete Equipment, etc.).....	\$50.00/day

- The personnel rates will be billed portal to portal, with a 4 hour minimum charge per day.
- Overtime applies for hours worked in excess of eight (8) hours per day or for work performed on weekends or holidays. Overtime will be billed at a rate of 1.5 times the normal unit rates.
- Engineering review of 0.25 hours per report is typically required for report review, distribution, and incidental consultation. Project coordination time will be billed according to the time required for scheduling.



INFORMATION SHEET

PROJECT NAME/LOCATION: Palmer Park Pedestrian Bridges (CMT) Madison, AL

PROPOSAL/PROJECT NO. HV27025 **DATE:** 1/20/2025

CLIENT: City of Madison Engineering Department

FOR PAYMENT OF CHARGES:

Charge invoice to the account of:

Firm: _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Attention: _____ **Title:** _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed to someone other than the account charges, please indicate where to mail the invoice in the space below:

Firm: _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Attention: _____ **Title:** _____

REPORT DISTRIBUTION:

Firm: _____ **Firm:** _____

Address: _____ **Address:** _____

Attention: _____ **Attention:** _____

Email: _____ **Email:** _____

SERVICES: See Consultant's Proposal

PAYMENT: See Consultants Proposal



RESOLUTION NO. 2025-043-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Kimley-Horn & Associates, Inc. for professional engineering consulting services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" for traffic signal design at Sullivan Street and Mill 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 Kimley-Horn & Associates, Inc. in a total amount not to exceed **two hundred forty-nine thousand dollars (\$249,000.00)** to be paid from the Engineering Department's budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of February 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Kimley-Horn and Associates, Inc., located at 200 West Side Square, Suite 53, Huntsville, AL, 35801, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional engineering services related to the improvements at the intersection of Sullivan Street and Mill Road; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Traffic engineering analysis, field survey, traffic signal design, geotechnical design services, mast arm pole foundation design, roadway design, right-of-way plats, and ADEM NDPES permitting, said services to be completed according to the Consultant's proposal dated January 20, 2025 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.

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

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **two hundred forty-nine thousand dollars (\$249,000.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, agents, and employees with per-project policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall name the City and its employees, agents, and servants as additional insureds in said policies and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate.

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

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this

Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*Jenny Brown, P.E.
Project Manager
Kimley-Horn and Associates, Inc.
200 West Side Square, Suite 53
Huntsville, AL 35801*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
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COUNTY OF MADISON §

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

as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of February 2025.

Notary Public

**Kimley-Horn and Associates, Inc.
Consultant**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Kimley-Horn and Associates, Inc. is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the _____ day of February 2025.

Notary Public



January 20, 2025

Ms. Michelle Dunson
City of Madison – Engineering Department
100 Hughes Road
Madison, Alabama 35758

Re: **Proposal for Professional Services – Notification: 25-006**
Intersection Improvements
Sullivan Street and Mill Road
Madison, Alabama

Dear Ms. Dunson:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the **City of Madison** (“City” or “Client”) for professional engineering services at the intersection of Sullivan Street and Mill Road located in the City of Madison, Alabama.

PROJECT UNDERSTANDING

The Client desires to modify the existing traffic signal at the intersection of Sullivan Street and Mill Road in the City of Madison, Alabama. As part of these improvements, the Client is also looking to install right-turn lanes for the eastbound and westbound Mill Road approaches and for the northbound Sullivan Street approach as well as install new sidewalk along the west side of Sullivan Street from Mill Road to tie in with existing sidewalk at Stewart Street, approximately 940’ south of Mill Road. As a result, the Client would like to retain Kimley-Horn to provide professional engineering services as described in the scope of services below. Kimley-Horn will partner with All Traffic Data Services, Building and Earth Sciences, and Morell Engineering as part of this project.

SCOPE OF SERVICES

Task 1 – Traffic Engineering Analysis **\$7,500**

Kimley-Horn’s traffic count data subconsultant, All Traffic Data Services, will perform traffic counts of the Sullivan Street and Mill Road intersection. Turning movement counts (TMC) will be performed for the AM and PM peak periods for one weekday on either a Tuesday, Wednesday, or Thursday. Due to the close proximity of Madison Elementary School to the study intersection, Kimley-Horn will ensure that traffic counts are collected on a typical school day to appropriately capture school traffic volumes.

Kimley-Horn will utilize the traffic count data collected in Task 1 to perform a traffic engineering analysis for the existing signalized intersection of Sullivan Street and Mill Road in the City of Madison, Alabama. Kimley-Horn will note the speed limits and intersection geometry as well as the existing traffic signal timings and phasing. The Consultant will create a Synchro model of the study intersection to model existing conditions and up to three (3) alternative conditions. The alternative conditions are anticipated to primarily evaluate potential right-turn lanes and recommended storage lengths. Analysis will be performed to determine level-of-service (LOS) and delay as well as queuing for the intersection and

approaches. Analysis will be performed on existing traffic conditions only; no growth projections are anticipated for this analysis.

Kimley-Horn will summarize our findings in a technical memorandum and will address and incorporate one (1) round of comments from the City as part of this task.

Task 2 – Field Survey

\$32,500

Kimley-Horn's surveying subconsultant, Morell Engineering, will perform field surveying services for this project. Morell Engineering will provide surveying services for the following project limits:

- Mill Road, just east of Westminster Way (approximately 500' west of the eastbound stop bar) to the Madison Elementary Exit Lane (approximately 400' east of the westbound stop bar);
- Sullivan Street, just south of Stewart Street (approximately 990' south of the northbound stop bar with Mill Road) to the first driveway north of the intersection with Mill Road (approximately 125' north of the southbound stop bar)

Specific services to be performed by Morell Engineering include:

- Survey shall be referenced to Alabama State Plane Coordinates System, NAD83 East Zone, and NAVD88 Elevations;
- Temporary benchmarks shall be established for project control;
- Within the project limits, as stated above, Morell Engineering will locate all topographical features (building structures, roadways, driveways, sidewalks, paths, fences, roadway signs, guardrail, residential/commercial signage, traffic signals, pavement markings, retaining walls, etc.) and all existing drainage/storm flumes, pipes, inlets, and structures (including sizes, materials, and flow line elevations);
- Within the project limits, as stated above, Morell Engineering will obtain the location of all utilities, underground and overhead, including invert elevations and pipe materials at sanitary manholes;
- The Boundary Survey shall include location of present right-of-way, right-of-way monuments, permanent benchmarks (if present), property corners and property lines along the rights-of-way of Sullivan Street and Mill Road within the indicated project limits, as stated above; tie property lines to section corner(s), quarter corner(s), or quarter-quarter corner(s) for use during right-of-way acquisition;
- As part of the Boundary Survey, Morell Engineering will work to establish easements. Without benefit of title, we cannot ensure that all easements will be located;
- In addition to using the Alabama 811 service to locate utilities, Morell Engineering will utilize the services of a private utilities locator service. This will be beneficial to locate utilities that may not be part of the 811 service call and to locate utilities outside the right-of-way that may lie within right-of-way acquisition areas.

Morell Engineering will provide CAD data files as follows:

- A detailed survey base map in OpenRoads (.DGN format) for use in developing Roadway Design and Traffic Signal Design plans;
- An OpenRoads Designer Terrain model of the collected topography, including contours in 1' intervals.

Also included as part of this task, Morell Engineering will provide Traffic Control for the scope of services outlined in Task 2.

Task 3 – Traffic Signal Design

\$15,500

Kimley-Horn will prepare plans for a full traffic signal design at the intersection of Sullivan Street and Mill Road. The existing signal will be fully replaced. The design will be based on the proposed intersection geometrics with additional turn lane(s) and sidewalk improvements being made under this project. The proposed signal design will include the following: proposed mast arm poles and signal head locations, proposed cabinet location, proposed phasing diagram, proposed vehicle detection locations, proposed pre-emption (as requested by the City), proposed conduit and junction box locations, proposed pedestrian push button and pedestrian displays, proposed sidewalk and ADA pedestrian ramp locations, proposed signage and sign details, proposed overhead street name sign measurements and details, proposed striping, and necessary notes.

Kimley-Horn will develop traffic signal plans to be included in the overall project plans package. Traffic signal plans will consist of the following sheets:

- Traffic Signal Legend
- Traffic Signal General Notes
- Summary of Traffic Signal Quantities
- Traffic Signal Layout

Traffic signal plans will be submitted at a scale of 1"=30'. Plans will be submitted to the City for review at the completion of the 30%, 60%, and 90% plans. Kimley-Horn will respond to and address up to one (1) round of comments from the Client at each stage of review.

Kimley-Horn will provide one (1) Opinion of Probable Construction Cost with each plan submittal and will address and incorporate one (1) round of comments from the City per each plan submittal. Following approval of the 90% plans, Kimley-Horn will complete preparation of final bid documents. A final Opinion of Probable Construction Cost will be submitted with final bid documents.

Task 4 – Geotechnical Design Services

\$27,500

Kimley-Horn's geotechnical subconsultant, Building & Earth Sciences, will perform geotechnical design services for this project. The purpose of the geotechnical exploration will be to determine general subsurface conditions at the site and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The information gathered from the proposed exploration will be evaluated in order to determine LPILE parameters for the signal pole installation and to help determine if any special procedures will be required during the site preparation phase of the project. The work will include location of buried utilities via hydroblasting, soil test borings, asphalt coring, laboratory analysis, and an evaluation appropriate to address the geotechnical aspects of the proposed construction.

Specific services to be performed by Building & Earth Sciences include:

- Utility Clearances: Building & Earth Sciences can provide hydro excavation services for the planned intersection and/or sidewalk installation route. Building & Earth Sciences will subcontract a contractor to perform the hydro excavation services in order to expose utilities that are present at the intersection, along the proposed turn lane locations, or along

the proposed sidewalk installation route. Summary of locations and depths of underground utilities exposed during the hydroblasting process will be provided.

- Drilling and Sampling: Building & Earth Sciences will perform a total of six (6) soil test borings throughout the project area, including:
 - Three (3) borings at the proposed locations of the mast arm signal pole foundations to a depth of 30 feet or auger refusal, whichever occurs first;
 - Three (3) borings at the proposed locations of the new right-turn lanes to a depth of 10 feet or auger refusal, whichever occurs first.

Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed in all borings at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter. If the sampled soils are identified as fill, sampling will be performed continuously until residual soils are encountered.

Borings may be terminated at shallower depths should auger refusal be encountered during drilling. Exploration of refusal materials, if encountered, is not included in our scope of services.

- Groundwater: After drilling the hollow stem auger borings, Building & Earth Sciences will measure the groundwater level at the end of the day. Once groundwater readings are recorded, borings will be backfilled with auger cuttings.
- Asphalt Coring: Building & Earth Sciences will extract two (2) asphalt cores at the intersection, including one (1) on Sullivan Street and one (1) on Mill Road, to determine existing asphalt and base material build-up. The exact location of the coring will be determined by Building & Earth Sciences personnel in the field based on access and safety.
- Traffic Control: Traffic control will be necessary for performing the scope of work outlined in this task. Building & Earth Sciences will develop a site specific MUTCD traffic control plan and provide traffic control for the work completed in this task. We understand that any lane closures must be set up outside of school arrival and dismissal times.
- Laboratory Testing: The quantity and nature of the laboratory tests to be performed by Building & Earth Sciences will vary depending upon the type of soils encountered. Based on the drilling scope and requested geotechnical evaluations, Building & Earth Sciences anticipates performing the following laboratory tests:
 - Thirty-six (36) tests of *Natural Moisture Content* (ASTM D2216)
 - Four (4) tests of *Atterberg Limits* (ASTM D4318)
 - Four (4) tests of *Material Finer Than No. 200 Sieve by Washing* (ASTM D1140)

Falling Weight Deflectometer (FWD) testing and *Resilient Modulus* (Mr) testing are not included in our scope of services.

- Engineering Analysis and Reporting: The results of the investigation will be documented in a written report that will address the following items:
 - Site geology and potential impact on site development;
 - Summary of existing surface conditions;
 - Summary of the locations and depths of underground utilities exposed during the hydroblasting process;
 - A description of the subsurface conditions encountered at the soil test boring locations including a description of the groundwater conditions observed in the boreholes during drilling;
 - A layout of the soil test boring locations, as well as nothings/eastings referenced to the Alabama State Plane Coordinates System, elevations referenced to NAVD88 elevations, and GPS coordinates referenced to WGS 84, based on the results of the Field Survey completed as part of Task 2. The actual surveying of exact boring locations is not included in our scope of services;
 - Presentation of laboratory test results;
 - Site preparation considerations including material types to be expected at the site and treatment of unsuitable soils, if encountered;
 - Compaction requirements and recommended criteria to establish suitable material for structural backfill;
 - LPILE parameters for the signal pole foundations, including cohesion/undrained shear strength of soil layers throughout the soil profile, soil modulus parameter k , and soil strain factor E_{50} , based on SPT data and lab scope defined above;
 - Anticipated pay items including a new asphaltic concrete buildup for the proposed turn lanes. If it appears that the existing pavement is performing satisfactorily, the pavement buildup for the widening will be equivalent to the existing pavement buildup.

Building & Earth Sciences will provide a Boring Location Plan, Profile Plan, and each Soil Boring Log. Due to the nature of this project, cross-section sheets are not included in our scope of services.

The cost of services outlined in this Task 4 are based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. If conditions are encountered that require additional analysis, we will discuss a modified work scope with the City.

Our team will not be held responsible for damage to any unmarked utility lines or buried utility lines marked erroneously by others. Regrading and revegetation of areas disturbed by our drilling equipment is not included in our scope of services. Borings will be backfilled with auger cuttings upon completion of drilling.

Task 5 – Mast Arm Pole Foundation Design

\$13,500

Kimley-Horn will provide structural design and construction details for the proposed mast arm foundation to be incorporated in the Traffic Signal Construction Plans. One (1) foundation detail will be prepared for the project utilizing current AASHTO *LRFD Signs & Luminaires Design Criteria* and the geotechnical information prepared by Building and Earth Sciences. It is assumed that the foundation will be a single drilled caisson or spread footing based on the site conditions encountered. Kimley-Horn will respond to and address up to one (1) round of comments from the City.

Kimley-Horn will provide limited structural construction phase services related to the mast arm and foundation shop drawings, up to three (3) shop drawing submittals have been assumed. Kimley-Horn will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Potential underground conflicts such as utilities, if encountered, will be avoided to facilitate foundation construction. In locations where underground conflicts appear to be a constraint, the project team will perform hydro excavation during the design phase (as part of Task 4) and will work with the designer to adjust pole locations based on those findings such as to avoid any underground conflicts. In the event unforeseen underground conflicts such as boulders are discovered during construction, the project team can provide revised plans with new pole locations and foundation design as an additional service.

Task 6 – Roadway Design

\$112,500

Generally, the development of roadway plans will follow the procedure as shown in the Alabama Department of Transportation's (ALDOT) *Plans Preparation Manual*, *ALDOT Guide for Developing Construction Plans (GDGP)*, *ALDOT Hydraulic Manual*, *ALDOT Guidelines for Operation* and applicable City of Madison design checklists.

Kimley-Horn will perform the following scope of services for roadway and sidewalk plans, designed in accordance with current ALDOT Standard Specifications:

1. Facilitate and attend a Project Kickoff Meeting prior to initiating design activities.
2. Prepare a roadway plans assembly (1:20 horizontal scale, preferred; 1:5 vertical scale) for the proposed improvements. Where the Bentley OpenRoads Designer seed files limit, the horizontal scale will be adjusted as needed, but not to exceed 1:50. The roadway plan assembly will be completed using Bentley OpenRoads Designer and will generally include:
 - Title Sheet
 - Indices
 - Geometric Layout
 - Typical Sections & Details
 - Quantities & Box Sheets
 - Plan & Profile Sheets
 - Retaining Wall Plan, Profile & Detail Sheets
 - Signing, Striping, & Paving Layout Sheets

- Utility Sheet
 - Erosion & Sediment Control
 - Sequence of Construction
 - Traffic Control Typical Sections
 - Traffic Phasing Layout Sheets
 - Earthwork Cross Sections (on 50' intervals)
 - Earthwork Summary Sheet
3. Develop mainline plan and profile, displayed on split sheets, with complimentary side road and driveway profiles.
 4. Based on visual observation, Kimley-Horn anticipates the need for a short (<4') retaining wall adjacent to Madison Elementary School, southeast of the primary intersection. Retaining wall design will rely upon ALDOT standard drawings and will include plan, profile, and applicable details for backfill and facing the façade as requested by the City.
 5. Kimley-Horn will analyze existing inlets impacted by proposed construction as well as the need for additional drainage structures. Closed system stormwater conveyance and design will analyze structure capacity and stormwater spread within the project limits. Final construction plans will include new stormwater structures designed to meet stormwater design criteria, a drainage basin delineation map, and drainage structure cross sections.
 6. The erosion and sediment control plans, including devices and/or designs for structural control, will conform to published ADEM Best Management Practices (BMPs) and will be suitable for the application of a construction stormwater permit, including clearly indicating stormwater discharge points.
 7. Site-specific traffic control layout sheets and typical sections will detail traffic shifts or unique traffic control requirements. It is not anticipated that offsite detour plans will be needed as part of this project. If it is determined during design that offsite detour plans are in fact needed, Kimley-Horn can complete the offsite detour plans as an additional service.
 8. Conduct internal quality control reviews prior to all submittals to the City. Kimley-Horn's three-tier review process will include a senior level review, peer review, and project manager review prior to each submittal to the City.
 9. Develop base utility sheets for use in coordination with affected owners for utility relocation.
 10. Conduct utility coordination with utility owners located in the project limits. Coordination includes:
 - Identification of utilities in conflict with proposed improvements;
 - Development of utility conflict matrix in Microsoft Excel format used to track progress on utility relocation efforts;
 - Communication with utility owners to facilitate either a Letter of No Conflict or Relocation Plans to eliminate the conflict
 11. Prepare intermediate plan assemblies and complimentary documentation and submit to the City in accordance with appropriate ALDOT *GDCP* steps at the 30%, 60%, and 90% milestones. All submittals are proposed as digital PDF-format delivery.
 12. Attend one (1) in-person review meeting at the City of Madison's office to discuss and address comments issued as part of the 30%, 60%, and 90% milestones. Plan assemblies will be revised once (1) per each review and resubmitted with a disposition of comments back to the City. Additional revision cycles per submittal shall be considered additional services.

- 13. Opinions of Probable Construction Cost shall accompany each plan submittal using unit prices derived from ALDOT Estimator software and available bid tabulations of comparable work in the general area of the project. As part of each submittal, Kimley-Horn will provide the excel file of quantities and unit prices used in determining the overall project construction costs.
- 14. Consultant will assist the City in the development of construction contract documents and specifications, including development of bid proposal quantities and identification of required ALDOT special provisions (as needed).
- 15. Final deliverable for the Roadway Plans phase is a full set of stamped construction plans suitable for distribution for construction bidding, including both a half-size (11"x17") and full-size (22"x34") PDF of the final stamped construction plans. The plans for the Traffic Signal Design (Task 3) and Mast Arm Pole Foundation Design (Task 5) will also be included in this overall set of stamped construction plans.
- 16. The final deliverable will also include all of the Bentley OpenRoads Designer .dgn files to the City.

Task 7 – Right-of-Way Plats

\$32,500

Kimley-Horn will provide right-of-way plats as needed following the development of the roadway construction plans. It is anticipated that right-of-way and/or easements will be required for the construction of the proposed sidewalk, turn lanes, and traffic signal on up to thirteen (13) parcels.

Kimley-Horn will develop right-of-way plats as needed for submission to the City and will incorporate and address up to one (1) round of comments per plat.

No acquisition services, such as appraisals, negotiations, or contracts, are included in this proposal.

Task 8 – ADEM NDPES Permitting

\$7,500

If it is determined that the total land disturbance for the project is greater than 1-acre (but less than 5-acres), Kimley-Horn will prepare a site-specific Construction Best Management Practice Plan (CBMPP) and Notice of Intent (NOI) for coverage under the State of Alabama’s NPDES Construction General Permit. The CBMPP will include a multi-phase erosion prevention and sediment control plan and other applicable erosion prevention and sediment control Best Management Practices (BMPs) for the site according to the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas. The City will be responsible for paying all necessary permit and application fees. Kimley-Horn will file the Notice-of-Intent (NOI) online to ADEM for review and coverage under the NPDES Construction General Permit. Kimley-Horn will address up to two (2) rounds of comments from ADEM and resubmit plans for approval. Any other ADEM or environmental/regulatory coordination and permitting necessary for this project will be considered an additional service.

Additional Services (as-needed hourly)

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then-current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional meetings
- Additional permitting
- Traffic signal timing
- Interconnect design
- Offsite detour plans
- Offsite road improvements
- Utility relocation design
- Pavement evaluation and design
- Environmental/wetland mitigation
- Hydraulic calculations/fire flow model
- Design variances and design exceptions to current applicable design criteria
- Closed system drainage design
- Design of roadway or pedestrian lighting
- Design of landscape or special hardscape features
- Structural design or evaluation not explicitly identified in the scope, including but not limited to, any culvert design, additional foundation design, or evaluation of existing structures for additional loading
- Preparations for and/or attendance at Public Involvement Meeting(s)
- Bid phase services
- Construction Administration (CA) and/or Construction Engineering & Inspection (CEI)
- Any additional traffic or civil consulting services

INFORMATION PROVIDED BY CLIENT

Kimley-Horn will rely upon the accuracy and completeness of all documents, surveys, reports, plans, and specifications provided by the Client, the Client's consultants, or by others for whom Kimley-Horn is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of Kimley-Horn's scope of services.

The following is to be supplied by the Client in support of this proposal:

- Signal timing database for the following intersection:
 - Sullivan Street and Mill Road

FEE SUMMARY

Kimley-Horn will accomplish the services outlined in **Tasks 1-8** for the total lump sum fee shown below.

Task 1	Traffic Engineering Analysis (All Traffic Data Services)	\$7,500
Task 2	Field Survey (Morell Engineering)	\$32,500
Task 3	Traffic Signal Design	\$15,500
Task 4	Geotechnical Design Services (Building & Earth Sciences)	\$27,500
Task 5	Mast Arm Pole Foundation Design	\$13,500
Task 6	Roadway Design	\$112,500
Task 7	Right-of-Way Plats	\$32,500
Task 8	ADEM NDPES Permitting	\$7,500

Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. All permitting, application, and similar project fees will be paid directly by the Client.

CLOSURE

In addition to the matters set forth herein, our agreement shall include, and shall be subject to, the Standard Provisions hereto and hereby incorporated herein. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the **City of Madison**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the forgoing and wish to direct us to proceed with the aforementioned services, please have authorized persons execute the enclosed copy of this Agreement in the spaces provided below and return the same to the undersigned. We will commence services only after we have received a fully-executed copy of the Agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to submit this proposal to you. We look forward to performing these services for you and will begin work immediately upon your notification. Please contact me at 256-344-1149 or at jenny.brown@kimley-horn.com should you have any questions or requested changes.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Jenny Brown, P.E.
Project Manager

Agreed to this _____ day of _____, 2025.



**CITY OF MADISON, ALABAMA
A Municipality**

Signed: _____

Date: _____

Printed Name: _____

Title: _____

Email: _____

_____, Witness

Printed Name: _____

Official Seal:

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachments:
Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
 - Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 - Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 - Account Number: 2073089159554
 - ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and

specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

RESOLUTION NO. 2025-055-R**RESOLUTION TO AWARD BID NO. 2025-003-ITB
FOR SEGERS ROAD AND MAECILLE DRIVE
INTERSECTION IMPROVEMENTS**

WHEREAS, in accordance with Alabama’s Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2025-003-ITB for the Segers Road and Maecille Drive Intersection Improvements Project (herein “the Project”); and

WHEREAS all sealed Bids were timely submitted, opened, and read on or about February 5, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after a complete review and consideration of all Bids submitted, City staff has informed the City Council that **Rogers Group, Inc.** is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **Rogers Group, Inc.** on behalf of the City;

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

SECTION 1. That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award for this Project is hereby made to **Rogers Group, Inc.**, as the lowest responsible, responsive bidder in the Bid amount of **one million three hundred eighty-five thousand two hundred dollars (\$1,385,200.00)**, such amount being the cumulative total for the base bid and additive alternate #1, and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Rogers Group, Inc.**, of the City’s intention to award and are also authorized to proceed with

review, completion, and submittal of all contractual matters required by those plans and specifications agreed upon.

SECTION 4: That this award is conditioned upon **Rogers Group, Inc.**, completing and submitting to the City such documents, information, and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39, and the Contract contemplated therein.

SECTION 5. That upon request and notification from the appropriate City representatives that the Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama, with **Rogers Group, Inc.**, for execution of the Project for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 6: That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Rogers Group, Inc.**, in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED, AND ADOPTED this 10th day of February 2025.

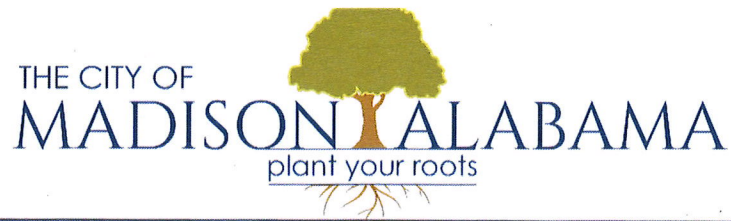
John D. Seifert II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama



2025-003-ITB / Segers Road and Maecille Drive Intersection Improvements
Issued January 15, 2025

BID TABULATION

BIDDER NAME	Rogers Group, Inc.	APAC – Alabama, Inc.	Grayson Carter & Son Contracting, Inc.	Wiregrass Construction Company, Inc.
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y
BID BOND	Y	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y		Y
E-VERIFY ENROLLMENT	Y	Y	Y	Y
ACKNOWLEDGED ADDENDA 1 & 2	Y	Y	Y	Y
BASE BID	\$1,297,120.00	\$1,302,799.80	\$1,476,233.85	\$1,861,652.11
ADD ALTERNATE #1	\$88,080.00	\$85,125.45	\$115,918.92	\$89,980.43
TOTAL BID	\$1,385,200.00	\$1,387,925.25	\$1,592,152.77	\$1,951,632.54

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

Alicia Walden
Alicia Walden
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 5th day of February, 2025.



Kristen N. Bruseth
Notary Public

Bidder Pricing Sheet
2025-003-ITB | Segers Road and Maecille Drive Intersection Improvements

BASE BID						
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
1	201A002	Clearing And Grubbing (Maximum Allowable Bid \$8,000 Per Acre) (Approximately 1.6 Acres)	1	Lump Sum	\$ 12,800.00	\$ 12,800.00
2	201C000	Clearing (Approximately 0.5 Acres)	1	Lump Sum	\$ 100,000.00	\$ 100,000.00
3	206C010	Removing Concrete Driveway	140	Square Yard	\$ 26.25	\$ 3,675.00
4	206D000	Removing Pipe	105	Linear Foot	\$ 15.00	\$ 1,575.00
5	206D011	Removing Fence	940	Linear Foot	\$ 1.35	\$ 1,269.00
6	206E000	Removing Headwalls	1	Each	\$ 315.00	\$ 315.00
7	209A000	Mailbox Reset, Single	3	Each	\$ 790.00	\$ 2,370.00
8	210A000	Unclassified Excavation	4400	Cubic Yard	\$ 31.50	\$ 138,600.00
9	210A001	Unclassified Excavation (Special Undercutting)	300	Cubic Yard	\$ 17.50	\$ 5,250.00
10	301E008	Crushed Aggregate Base Course, Type B, Plant Mixed	6750	Ton	\$ 25.75	\$ 173,812.50
11	305B078	Crushed Aggregate, Section 825, Type B, For Miscellaneous Use	360	Ton	\$ 29.75	\$ 10,710.00
12	405A000	Tack Coat	310	Gallon	\$ 5.00	\$ 1,550.00
13	424A360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	890	Ton	\$ 83.00	\$ 73,870.00
14	424B650	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D	1110	Ton	\$ 74.00	\$ 82,140.00
15	424B680	Superpave Bituminous Concrete Lower Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D	1110	Ton	\$ 74.00	\$ 82,140.00
16	430B043	Aggregate Surfacing (1" Down, Crusher Run)	65	Ton	\$ 34.75	\$ 2,258.75
17	533A098	18" Storm Sewer Pipe (Class 3 R.C.)	435	Linear Foot	\$ 70.00	\$ 30,450.00
18	533A100	30" Storm Sewer Pipe (Class 3 R.C.)	245	Linear Foot	\$ 118.00	\$ 28,910.00
19	533A350	30" Storm Sewer Pipe (Class 3 R.C.) (Extension)	15	Linear Foot	\$ 167.00	\$ 2,505.00
20	533A855	12" Storm Sewer Pipe	35	Linear Foot	\$ 105.00	\$ 3,675.00
21	600A000	Mobilization (5% Max)	1	Lump Sum	\$ 65,000.00	\$ 65,000.00
22	606A000	6" Underdrain Pipe	4340	Linear Foot	\$ 19.50	\$ 84,630.00
23	610C000	Loose Riprap, Class 1	35	Ton	\$ 44.00	\$ 1,540.00
24	618A000	Concrete Sidewalk, 4" Thick	710	Square Yard	\$ 60.00	\$ 42,600.00
25	618B002	Concrete Driveway, 6" Thick	150	Square Yard	\$ 89.00	\$ 13,350.00
26	618C001	Detectable Warning Surface	40	Square Foot	\$ 210.00	\$ 8,400.00
27	618D000	Curb Ramp	20	Square Yard	\$ 180.00	\$ 3,600.00
28	621C027	Inlets, Type C	1	Each	\$ 4,200.00	\$ 4,200.00
29	621D002	Inlet Units, Type C	2	Each	\$ 700.00	\$ 1,400.00
30	621E001	Manholes, Type M	2	Each	\$ 4,400.00	\$ 8,800.00
31	621F002	Manhole Units, Type M	6	Each	\$ 710.00	\$ 4,260.00
32	635B002	Gate, 20 Feet Wide	1	Each	\$ 3,000.00	\$ 3,000.00
33	636A002	Barbed Wire Fence, 5 Strands, 5 Feet High	940	Linear Foot	\$ 12.00	\$ 11,280.00
34	641R535	3/4 Inch Water Meter And Box Reset	3	Each	\$ 655.00	\$ 1,965.00
35	641S500	Valve Box Reset	4	Each	\$ 125.00	\$ 500.00
36	652A100	Seeding	1.5	Acre	\$ 5,000.00	\$ 7,500.00
37	665A000	Temporary Seeding	0.5	Acre	\$ 1,775.00	\$ 887.50
38	665J002	Silt Fence	2730	Linear Foot	\$ 4.00	\$ 10,920.00
39	665O001	Silt Fence Removal	2730	Linear Foot	\$ 1.60	\$ 4,368.00
40	665P005	Inlet Protection, Stage 3 Or 4	13	Each	\$ 585.00	\$ 7,605.00

41	701A231	Solid White, Class 2, Type A Traffic Stripe	0.45	Mile	\$ 5,500.00	\$ 2,475.00
42	701A235	Solid Yellow, Class 2, Type A Traffic Stripe	1	Mile	\$ 5,500.00	\$ 5,500.00
43	701B205	Dotted, Class 2, Type A, Traffic Stripe	190	Linear Foot	\$ 4.00	\$ 760.00
44	703A002	Traffic Control Markings, Class 2, Type A	340	Square Foot	\$ 9.00	\$ 3,060.00
45	705A005	Pavement Markers, Class A, Type 2-D	65	Each	\$ 9.00	\$ 585.00
46	705A030	Pavement Markers, Class A-H, Type 2-C	25	Each	\$ 9.00	\$ 225.00
47	710A191	Class 2 Aluminum Flat Sign Panels 0.08" Thick (Type IV Background)	130	Square Foot	\$ 23.00	\$ 2,990.00
48	710B001	Roadway Sign Post (#3 "U" Channel Galvanized Steel)	215	Linear Foot	\$ 24.00	\$ 5,160.00
49	710C000	Removal Of Existing Roadway Signs	1	Lump Sum	\$ 1,750.00	\$ 1,750.00
50	730Y300	Furnishing And Installing Pedestal Pole And Foundation With Flashing Beacon	1	Lump Sum	\$ 18,000.00	\$ 18,000.00
51	740A000	Traffic Control Scheme	1	Lump Sum	\$ 50,399.25	\$ 50,399.25
52	740B000	Construction Signs	320	Square Foot	\$ 7.50	\$ 2,400.00
53	740F002	Barricades, Type III	3	Each	\$ 235.00	\$ 705.00
54	742A001	Portable Changeable Message Sign, Type 2	2	Each	\$ 500.00	\$ 1,000.00
55	SPECIAL	Standard Curb and Gutter	2320	Linear Foot	\$ 18.75	\$ 43,500.00
56	SPECIAL	30" Concrete Headwall - Single Round Pipe	1	Each	\$ 1,800.00	\$ 1,800.00
57	SPECIAL	12" Concrete Sloped Paved Headwall Round Pipe	4	Each	\$ 1,600.00	\$ 6,400.00
58	SPECIAL	18" Concrete Sloped Paved Headwall Round Pipe	1	Each	\$ 2,425.00	\$ 2,425.00
59	SPECIAL	30" Concrete Sloped Paved Headwall Round Pipe	2	Each	\$ 2,700.00	\$ 5,400.00
60	SPECIAL	Inlet Type S, (Single Wing)	2	Each	\$ 3,900.00	\$ 7,800.00
61	SPECIAL	Inlet Type S, (Double Wing)	2	Each	\$ 5,800.00	\$ 11,600.00
62	SPECIAL	Rock Ditch Checks	13	Each	\$ 385.00	\$ 5,005.00
63	SPECIAL	Topsoil Placement	400	Cubic Yard	\$ 28.75	\$ 11,500.00
64	SPECIAL	ADEM Permit Transfer, Inspections, Miscellaneous	1	Lump Sum	\$ 28,000.00	\$ 28,000.00
65		Tree removal and trimming for utility relocations	1	Lump Sum	\$ 10,000.00	\$ 10,000.00
66		OWNER ALLOWANCE (SUBJECT TO CITY APPROVAL)	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
BASE SUBTOTAL						\$ 1,297,120.00

ADD ALTERNATE #1 (SUBJECT TO DEVELOPER DETERMINATION MARCH 31, 2025)

ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
67		36" RCP (IN STREET)	25	Linear Foot	\$ 200.00	\$ 5,000.00
68		36" RCP (OUT OF STREET)	570	Linear Foot	\$ 121.00	\$ 68,970.00
69		THROAT INLET	2	Each	\$ 5,580.00	\$ 11,160.00
70		36" S-P Headwall	1	Each	\$ 2,950.00	\$ 2,950.00
ADD ALTERNATE #1 SUBTOTAL						\$ 88,080.00

TOTAL	\$ 1,385,200.00
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Bidder Name: Rogers Group, Inc.
Address: 2512 Triana Blvd.
City/State/Zip: Huntsville, AL 35805

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

February 5, 2025
 Date

David South
 Signature of Authorized Representative

RESOLUTION NO. 2025-060-R**AUTHORIZING AMENDED PROFESSIONAL SERVICES AGREEMENT
WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR
RENOVATIONS TO TOYOTA FIELD MAINTENANCE AREA**

WHEREAS, on September 25, 2023, the City Council of the City of Madison, Alabama authorized Resolution No. 2023-311-R executing a Professional Services Agreement (the "Agreement") with Gilbert, McLaughlin, Casella Architects for professional architectural services for a building proposed in the outfield of Toyota Field; and

WHEREAS, pursuant to Resolution No. 2024-100-R, the Council approved the first amendment to the Agreement to expand the scope of the Agreement to include engineering and design services to the Toyota Field Clubhouse Locker Room; and

WHEREAS, pursuant to Resolution No. 2024-307-R, the Council approved the second amendment to the Agreement to approve professional services needed to provide an Early Release Package to support partial site demolition, excavation of the building footprint, and necessary rerouting of utilities within the building footprint excavation limits for the project; and

WHEREAS, pursuant to Resolution No. 2024-336-R, the Council approved the third amendment to the Agreement to approve professional services for construction document through project closeout phases for construction of a one-story clubhouse addition and locker room improvements at Toyota Field; and

WHEREAS, pursuant to Resolution No. 2024-355-R, the Council replaced the third amendment to the Agreement to approve professional services for the preparation of construction phase documents, bid phase documents, construction administration services, and project closeout phase services for construction of a four-story clubhouse addition and locker room improvements at Toyota Field; and

WHEREAS, the City Council desires to consider other options for upgrades to Toyota Field in order to meet Major League Baseball facility requirements;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed Amendment to the Professional Services Agreement with Gilbert, McLaughlin, Casella Architects to provide professional services for the following:

- Schematic Design, Design Development, and Construction Documents for (i) Renovation of existing maintenance space into a Visitor Locker Room and (ii) Construction of a new maintenance building in the amount of **three hundred**

- fifty-four thousand dollars (\$354,000); and**

 - Additive Alternate 1, Construction Documents, Bid negotiation, Construction Administration, and Project Closeout for design services needed to allow the removal and reconstruction of the outfield wall in the amount of **thirty-one thousand five hundred dollars (\$31,500)**

said Amendment to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment Number Four" dated February 5, 2025, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension 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 amended agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Gilbert, McLaughlin, Casella Architects from the Multi-use Venue Maintenance Fund budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of February 2025.

John D. Seifert, II
City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama

5 February 2025

City of Madison
 Madison City Hall
 100 Hughs Road
 Madison, Alabama 35758

Re: Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Letter of Agreement between Owner and Architect
Madison Multi-purpose Stadium – Outfield Building

Amendment No. 4 for Schematic Design Phase through the Construction Document Phase
Maintenance Renovation into Visitor Locker Room / New Maintenance Building

GilMC Project # 202304.01 TFH

Thank you for the opportunity the City of Madison, Alabama continues to offer our firm. Per your request, we have prepared this Amendment No. 4 between Gilbert McLaughlin Casella Architects, PLC (Architect) and the City of Madison, Alabama (Client=City=Owner) to contract for professional services for the Schematic Design Phase through Construction Document Phase for the above project.

Gilbert McLaughlin Casella Architects, PLC will provide professional design services for architectural, civil, mechanical, electrical, fire protection, audio visual, structural engineering, and food service, as outlined in the design work provided during the previous phases and to date in the construction document phase. In addition, we will provide professional services as outlined in the scoping and/or budgeting documents for furniture selection and procurement, it, access control/security camera system, and signage design developed during previous phases of the project.

We have provided the specific description and anticipated schedule of services we propose to provide in Exhibit A-Scope of the Project, Exhibit A1-Limits of the Work (dated 5 February 2025) and B-Scope of Services, all made part of this amendment.

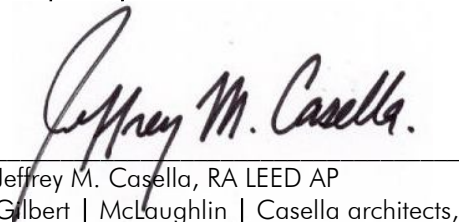
General Description, Scope, Schedule, Services and Fees to support Alternate No. 1 – Move the Outfield Wall is included as Exhibit D – Alternate No. 1 | Move the Outfield Wall

The terms of compensation and reimbursement to Gilbert McLaughlin Casella Architects, PLC for rendering these services is defined in Attachment C Compensation for Services and is made part of this amendment.

If you agree with this amendment, please sign below. The terms of the executed agreement between Gilbert McLaughlin Casella Architects, PLC, and the City of Madison Alabama will remain in place for this amendment. This amendment is valid for (45) days from the date above after which the Architect reserves the right to review and /or renegotiate the fees for the required

services with the Owner. We are pleased to continue collaborating with you and the City of Madison on this exciting project. Please call me with any questions you may have.

Accepted by Architect:



Jeffrey M. Casella, RA LEED AP
Gilbert | McLaughlin | Casella architects, plc
Date: **5 February 2025**

Accepted by Owner:

Signature/Title:

Printed Name:

Date:

Exhibit A – SCOPE OF THE PROJECT

5 February 2025

Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
 Madison Multi-purpose Stadium – Outfield Building / Amendment No.4
 Maintenance Renovation into Visitor Locker Room / New Maintenance Building

General Description

The City has directed us to pause the current scope of work, which was to provide design services to allow a 4-level building located along the outfield wall. This pause will allow for exploration of an alternate scope of work as described in ‘Current Project’ below.

The Current Project is as follows:

Part I: Additions and Renovations to the current Maintenance Facility to accommodate the Visitor Locker Room

The project will entail additions and renovations to a one-story 4,420 square foot section of the existing stadium currently being utilized as the facility’s maintenance area. The interior of this area will be fully demolished, and a design provided to allow the new visitor locker room to be constructed. Approximately 720 gross square feet of corridor will be designed to allow for travel by the team to the field tunnel. An addition of 600 to 800 gross square feet will be needed to accommodate the program and may require more or less area, based on the proportion of the current building envelope and how the program within it may be positioned. HVAC, exhaust, electrical, and plumbing systems will be designed to accommodate the program. Modifications to the current fire protection systems will be designed to accommodate the program.

Part II: New Maintenance Building

The Maintenance needs of the stadium will be accommodated in a Pre-Engineered Building to be located at the north-east corner of the stadium on land recently acquired by the City of Madison. The building will be approximately 5000 gross square feet in size. Utilities to accommodate storm water, domestic water, fire protection, and power will be needed for the new building. Fiber will need to be run to provide connectivity to the existing stadium facility. Heat and mechanical ventilation will be designed to serve most of the building, except for a few conditioned spaces which will need HVAC systems designed. Plumbing and electrical systems will be designed to accommodate the spaces of the building. Drives will be designed to allow access to the building from the existing vehicular and pedestrian networks of the stadium.

Program**Part I: Additions and Renovations to the current Maintenance Facility to accommodate the Visitor’s Locker Room**

The program will include spaces typically expected to support the needs of a visitor’s locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 12-August 2024) provided to the Architect by the Team, and as approved during the Schematic Design review required by MLB. Support spaces such as any data, and mechanical/electrical closets will be provided to support the project. Design of a parking area and drives to support the visiting team buses during the drop off and pickup process within the Limits of the Work will not be included. The Owner has directed the Architect that the parking to support the new visitor’s

locker room and the new pre-engineered maintenance building will be accommodated by the existing maintenance parking lot.

Part II: New Maintenance Building

The program for the maintenance building will include (2) offices, a toilet, a shower toilet, a storage room. These spaces will require HVAC. Other heated but mechanically conditioned spaces required will be the sprinkler riser room, a janitor’s sink area, a fenced interior maintenance shop area, grounds crew area, and a fenced interior storage area.

Schedule

The Architect will develop a Schedule upon the notice to proceed. Services will begin and finish at times upon which both Parties mutually agree. Currently, we estimate the duration of each phase to be as follows:

Schematic Design Phase	49 days
Design Development Phase	56 days
Construction Document Phase	64 days

The above durations of time do not allow for preliminary budgeting periods and the time needed for the City to Approve the design team to move from one phase to the next.

Limits of Work

The Design Team Limits of Work is defined as shown in Exhibit A1: Limits of the work.

THE DESIGN TEAM **will provide** design services from the back of the curb inward within the Limits of the Work. At the perimeter this includes small amounts of the following: drainage design, sidewalk, site Irrigation (minor modifications), streetlights and new curbs /walks (internal to the ballpark).

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

END OF EXHIBIT A

Exhibit B– SCOPE OF WORK**Schematic Design phase through Construction Document Phase** **5 February 2025****Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758****Madison Multi-purpose Stadium – Outfield Building / Amendment No.4****Maintenance Renovation into Visitor Locker Room / New Maintenance Building****SCHEMATIC DESIGN PHASE****Design Team Deliverables/Tasks/Services**Architectural Design

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

Structural Engineering

- Schematic Frame Design including floors, columns, beams and bracing for the additions to the stadium maintenance area
- Schematic Design for the footing system of the Pre-Engineered Building
- Schematic Structural concrete design including floors and retaining walls

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

- HVAC design and code required energy design
- Electrical design including site electrical within the limits of the LIMITS OF THE WORK
- Plumbing Design
- Fire Protection design to include areas to be sprinklered and alarmed (actual working drawings showing head locations, etc. will be completed by the Fire Protection Contractor per the performance specification)
- Design for in wall conduit (with pull strings) and j box for data/phone
- Dry utilities (fiber and cable tv, etc.) will be indicated to be brought to demark locations or to the existing rooms in the existing facility
- If needed, gas will be indicated to be brought to a new meter (location to be determined)
- Electrical service will be coordinated with the local utility provider to determine the location of the transformer and other necessary electrical support equipment (main switch and meter).

FF and E Design

- Furniture Fixtures and Equipment (FF&E) design, review and create SD Phase furniture and equipment selections/scoping documents with the City and Team
- Create FF&E detailed listing of furniture and equipment
- Provide conceptual estimate and FF&E for budgetary purposes

Civil Engineering

- Develop grading design
- Design utility extension from point of service to 5' from building for sanitary (sewer), water for domestic and fire protection
- The Civil package will include site plan, grading and drainage plan, utility plan and fire access plan

- Irrigation (expected to be minor in nature) – both via identification of allowance for each in the narrative.

Schematic Design Code Review

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

Schematic Design Budgeting

- The Architect will provide a Schematic Design Level budget for the project outlined in this proposal.

Schematic Design Scope of Work

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

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

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

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

Architect:	3 visits – (1 informational gathering meeting, 2 design/presentation meetings with the Team and City)
Interior Designer:	1 visit – (information gathering meeting)
MPE FP Engineer:	1 visit – (information gathering meeting)
Structural Engineer:	1 visit – (information gathering meeting)
Food Service:	1 visit – (information gathering meeting)

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

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

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

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

DESIGN DEVELOPMENT PHASE

Design Team Deliverables/Tasks/Services

Architectural Design

- Building floor plans, reflected ceiling plans, exterior elevations, building sections, major wall sections, major interior elevations and schedules
- Interior Design including selection of finish materials and an interior design floor plan and schedules
- Signage concept designs for ADA signage
- Site Planning, including grading and hardscape to the limits of the work

Structural Engineering

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

Mechanical, Electrical, Plumbing, Fire Protection

- HVAC design and code required energy design
- Electrical design including site electrical within the limits of the LIMITS OF THE WORK
- Plumbing Design
- Fire Protection design to include areas to be sprinklered and alarmed (actual working drawings showing head locations, etc. will be completed by the Fire Protection Contractor per the performance specification)
- Design for in-wall conduit (with pull strings) and j box for data/phone/security camera and access control devices
- Dry utilities (fiber and cable tv, etc.) will be indicated to be brought to demarc locations or to the existing rooms in the existing facility
- Gas will be indicated to be brought to a new meter (if needed | location to be determined)
- Electrical service will be coordinated with the local utility provider to determine the location of transformer and other necessary electrical support equipment (main switch and meter).

Civil Engineering

- Develop grading design/review with Architect
- Design utility extension from point of service to 5' from building for sanitary (sewer), water for domestic and fire protection
- The Civil package will include site plan, grading and drainage plan, utility plan and fire access plan

- Irrigation (expected to be minor in nature) –via identification of allowance in the narrative.
- The Civil/Landscape package will include DD Phase level site plan layout, grading and drainage plan, phase erosion control plan, utility plan, signage plan, fire access plan, storm water profiled, hydro-CAD storm reports, required general notes, landscape plan, photometric plan, and details.
- These DD Phase documents will be utilized to allow the Civil Engineer to engage in preliminary meetings or submittals with the needed AHJs to discuss the necessities of the project. These meetings will include, but may not be limited to, meetings with the Fire Marshal, Utility providers, and City Agencies, which may have authority and requirements for the scope of work of this project. The level of the documents for this phase are not intended to be for final submittal to the City of Madison but will be at approximately a level of 50% of completion of final CD Phase documents.

Outline Project Manual / Specifications

- The Design Team will provide DD Level Project Manual to outline specifications on major systems, and procedures in book form or on the drawings as appropriate based on items being communicated. The Architect will collaborate with the Owner to discuss and include appropriate front-end Owner provided information.

Code Review

- Architect – provide egress plans and design level code review of the new building.
- Architect – Review the design development level Life Safety plans with the city plans reviewer and fire marshal to discuss Life Safety/ Fire Truck Access/hydrant locations and request a preliminary letter of approval be provided by the Fire Marshal.
- Civil Engineer – Provide Fire Access plans for review with Madison Fire and Rescue

FF and E Design

- Furniture Fixtures and Equipment (FF&E) design, review and update SD Phase furniture and equipment selections/scoping documents with the City and Team
- Update FF&E detailed listing of furniture and equipment
- Update conceptual estimate and FF&E for budgetary purposes

Audio-Visual Designer

- Audio Visual Design- review Audio Visual system and component selections/scoping documents with the City and Team
- Create an initial list and components and needs for the Audio-Visual systems and equipment
- Create conceptual estimate and FF&E for the Audio-Visual systems and equipment
- Create Design Development Level Drawings indicating locations of needed system elements and components

Design Development Scope of Work

Architect and Design Team (The Architect)

- The Architect shall prepare documents for the current phase, based on the program and scope approved by the City at the end of the previous phase, sufficiently annotated and

detailed to adequately convey the size and character of the project and further define the finish materials, structural, mechanical, electrical, plumbing, fire-protection and other special necessary systems as outlined in the Design Team Services.

- The Architect shall coordinate during the architectural design process with the Owner’s, the Team’s, and the Architect’s consultants.
- The Architect will prepare interior finish boards with the proposed materials for review and comment. Final selections will be made during the Construction Document Phase.
- The Architect will present signage (ADA only) designs for review, comment, and coordination.
- The Architect shall prepare and submit materials, attend meetings, and make presentations required to obtain City and Team approval.
- The Architect shall review the design with the City and Team and adjust, as necessary.
- The Architect shall meet with the AHJs (authorities having jurisdiction) to discuss the design and make adjustments needed per the building code.
- After completion of the Design Development Phase, the Architect will submit the document set to the City, and the Team.
- If desired, the design team will participate in reviews of the documents with the City and the Team.
- The Architect shall work with the City’s Facility Manager to review the budgeting/estimate provided by consultants of the City and review with the City and the Team.
- If the cost estimate exceeds the allowable budget, the Architect shall participate in offering Value Engineering Opportunities for evaluation by the Owner’s Consultant and the Owner. The Owner shall provide direction concerning acceptance or rejection of the Value Engineering Opportunities to the Architect, and the Architect shall incorporate the accepted Value Engineering Opportunities into the design as part of the work of the next phase.

Meetings and Visits

The Architect shall visit the project site with their Consultant team if needed. The Architect shall attend meetings in Madison with the Team and the City as needed. We have allotted the following within our reimbursable expenses as defined by Team Member and number following:

Architect:	1 visit for informational gathering meeting 2 visits for design/presentation meetings with the Team and City
Interior Designer:	1 visit for finish presentation meetings if needed
MPE FP Engineer:	1 visit if needed
Structural Engineer:	1 visit if needed
Food Service:	1 visit for equipment presentation meeting

The Architect and their Consultants will attend Video Conferencing meetings with each other, the City and TEAM as required to produce the agreed upon Scope of Work, Deliverables, Tasks and Services.

CONSTRUCTION DOCUMENT PHASE Design Team Deliverables/Tasks/Services

Architect and Design Team (The Architect)

- The Architect and his team members will further develop the documents based on the scope of the previous phase to reflect any comments provided by and any Value Engineering options as accepted and directed by the City to a level which will be appropriate for permitting, bidding and construction of the facility.
- The Architect will collaborate with the Owner to provide review/comment of the City's selected Contract for Construction as it pertains to the required scope of work of the project and industry standard processes for communication and project management responsibilities.
- The Architect will coordinate with consultants of the Owner and Team as necessary throughout the phase.
- The Architect will attend the necessary meetings with the Owner to present and discuss the development of the documents, discuss materials, signage design, products, FF&E items, gather information and report on progress and schedule.
- Progress sets of the documents at approximately a level of 50% complete and 90% complete will be issued to the City and the Team to allow for review, comment, and discussion of the progress.
- The Architect and the Design Team will attend meetings to receive comments/discuss the design subsequent the City and Team reviewing the CD Documents. Based on the extent of the changes being requested, revisions will be made to the documents to respond to the comments or to integrate information being provided.

Civil Engineer

- The Civil Engineer will provide the necessary documents to allow for the bidding and construction of the project. This information will include a site plan layout, grading and drainage plans, phase erosion control plan, utility plan, required general notes, photometric plan (if needed) and details, The site plans will also be submitted to the appropriate utility providers for approval. The Civil Engineer (Mullins) will attend and support meetings for technical review, post technical review, and the planning commission.

Meetings and Visits

The Architect shall visit the project site with their Consultant team if needed. The Architect shall attend meetings in Madison with the Team and the City as needed. We have allotted the following within our reimbursable expenses as defined by Team Member and number following:

Architect:	1 visit for informational gathering meeting 3 visits for design/presentation meetings with the Team and City
Interior Designer:	2 visits for finish presentation meetings
MPE FP Engineer:	1 visit if needed
Structural Engineer:	1 visit if needed
Food Service:	1 visit for equipment presentation meeting

Video Conferencing meetings will be held and attended by the Architect and their Consultants with each other, the City and TEAM as required to produce the agreed upon Scope of Work, Deliverables, Tasks and Services

EXCLUDED SERVICES

Below are items not included in Basic Design Services, but Gilbert McLaughlin Casella Architects, PLC will, if requested by the City, provide amendment(s) to this agreement to allow the following additional services to be provided as part of our scope.

- Commissioning Services
- Coordination of permitting for the project
- Fly-throughs and Renderings
- Preparation of Marketing Materials for the use of the Owner
- Sound Design
- Wayfinding and Signage Design beyond ADA requirements for the buildings
- Submittal of documents for Site Plan Approval

END OF EXHIBIT B

Exhibit C – COMPENSATION FOR SERVICES

5 February 2025

**Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building / Amendment No.4
Maintenance Renovation into Visitor Locker Room / New Maintenance Building**

The Owner agrees to pay Gilbert McLaughlin Casella Architects, PLC compensation for the Scope of the Project and Scope of Services described in Exhibits A, A1 and B as follows:

FEES – BASE SCOPE OF SERVICES

Services will be compensated with lump sum limits per phase as follows:

Schematic Design Phase	\$77,500.00
Design Development Phase	\$77,500.00
Construction Document Phase	\$145,500.00
Total Fee	\$300,500.00

(three hundred thousand five hundred dollars and zero cents)

REIMBURSIBLE EXPENSES

These expenses are in addition to the Fees for the Base Scope of Services and estimated to be as outlined below:

Schematic Design through Construction Document Phases:

Estimated Travel Expenses:	\$24,000.00
Survey (Non-Alta)	\$2,500.00
Schematic Design Budgeting Allowance	\$12,000.00
Printing:	\$15,000.00
Total Estimated Reimbursable Expenses	\$53,500.00

(fifty-three thousand five hundred dollars and zero cents)

ADDITIONAL SERVICES

We will negotiate Additional Services requested by the City per occurrence based on the time and hourly rate.

Time Spent (hours) x Hourly Rate (\$/Hour) = Additional Cost

END OF EXHIBIT C

Exhibit D – ADD ALTERNATE NO. 01 | MOVE THE OUTFIELD WALL 5 February 2025

**Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building / Amendment No.4
Maintenance Renovation into Visitor Locker Room / New Maintenance Building**

**GENERAL DESCRIPTION, SCOPE, SCHEDULE, SERVICES and SITE VISITS
ADDITIONAL SCOPE OF SERVICES – ALTERNATE NO. 01 MOVE OUTFIELD WALL**

General Description | Scope

Currently the location the outfield wall supports baseball games does not meet the requirements to accommodate Division III NCAA football games. The Owner has directed the design team to accommodate the following project. The project shall include providing the architectural, civil, electrical, and structural design services needed to allow the removal and reconstruction of the outfield wall. The concrete retaining wall currently located along the outfield wall will be demolished and a new wall constructed in a location, as defined by the owner, to create space for a safety zone needed to support a football field. The existing outfield wall constructed of a chain link fencing system with padding applied, which separates the visitor bullpen from the field, will be required to be extended to infill the location of the demolished concrete wall. The new section of the wall will be required to be removable to achieve the safety zone. The existing chain-link wall forming the outfield wall along the visitor’s bullpen will need to be modified to be removable for the same reason.

Schedule

Design work for this project will parallel the phases of the Renovation of the Maintenance into the Visitor Locker Room and new Pre-Engineered Building which will house the displaced Maintenance Facility. The demolition and construction will not coincide with the construction of the main project, as construction and modification of the outfield wall will need to occur during a break in the schedule of use because of the work on the extent of the field.

Services

The team will provide services to parallel the phases of the Renovation of the Maintenance area into the Visitor Locker Room and the Pre-Engineered Building which will house the displaced Maintenance Facility, as needed to support the design and construction administration phases of this work.

Site Visits

Site visits to support this work for the SD, DD, CD, and BN phases of this project will not be required as the team will be on site to support the work of the main project. During the Construction Administration Phase of the Project the following site visits will be provided.

- Architect: 6 visits – (4 during construction, 1 punch meeting and 1 follow up punch meeting)
- MPE FP Engineer: 1 visit – (during the punch period)
- Structural Engineer: 1 visit – (during the punch period)
- Civil Engineer: 3 visits – 1 during construction, 1 punch meeting and 1 follow up punch meeting)

FEEES – ADD ADDITIONAL SCOPE OF SERVICES – ALTERNATE NO. 01 MOVE OUTFIELD WALL
Services will be compensated with lump sum limits per phase as follows:

Construction Document Phase	\$15,500.00
Bid negotiation Phase (in main project)	Zero
Construction Administration Phase	\$4,000.00
Project Closeout Phase (in main project)	Zero
Total Fee	\$19,500.00
(nineteen thousand five hundred dollars and 00 cents)	

REIMBURSIBLE EXPENSES ADDITIONAL SCOPE OF SERVICES
ALTERNATE NO. 01 MOVE OUTFIELD WALL

These expenses are in addition to the Fees for the Base Scope of Services and estimated to be as outlined below:

Schematic Design through Project Closeout Phases:	
Estimated Travel Expenses:	\$12,000.00
Printing: (in main project)	Zero
Total Estimated Reimbursable Expenses	\$12,000.00
(twelve thousand dollars and 00 cents)	

END OF EXHIBIT D

RESOLUTION NO. 2025-064-R**AUTHORIZING AMENDED PROFESSIONAL SERVICES AGREEMENT
WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR
CONSTRUCTION OF OUTFIELD BUILDING
WITH VISITOR LOCKER ROOM AND CONCOURSE LEVELS**

WHEREAS, on September 25, 2023, the City Council of the City of Madison, Alabama authorized Resolution No. 2023-311-R executing a Professional Services Agreement (the "Agreement") with Gilbert, McLaughlin, Casella Architects for professional architectural services for a building proposed in the outfield of Toyota Field; and

WHEREAS, pursuant to Resolution No. 2024-100-R, the Council approved the first amendment to the Agreement to expand the scope of the Agreement to include engineering and design services to the Toyota Field Clubhouse Locker Room; and

WHEREAS, pursuant to Resolution No. 2024-307-R, the Council approved the second amendment to the Agreement to approve professional services needed to provide an Early Release Package to support partial site demolition, excavation of the building footprint, and necessary rerouting of utilities within the building footprint excavation limits for the project; and

WHEREAS, pursuant to Resolution No. 2024-336-R, the Council approved the third amendment to the Agreement to approve professional services for construction document through project closeout phases for construction of a one-story clubhouse addition and locker room improvements at Toyota Field; and

WHEREAS, pursuant to Resolution No. 2024-355-R, the Council replaced the third amendment to the Agreement to approve professional services for the preparation of construction phase documents, bid phase documents, construction administration services, and project closeout phase services for construction of a four-story clubhouse addition and locker room improvements at Toyota Field; and

WHEREAS, the City Council desires to consider other options for upgrades to Toyota Field in order to meet Major League Baseball facility requirements;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed Amendment to the Professional Services Agreement with Gilbert, McLaughlin, Casella Architects to provide professional services for the following:

- Construction Document Phase for an Outfield Building consisting of a (i) visitor locker room and (ii) concourse level in the amount of **one hundred fifty-six**

thousand five hundred dollars (\$156,500).

said Amendment to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment Number Four" dated February 5, 2025, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension 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 amended agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Gilbert, McLaughlin, Casella Architects from the Multi-use Venue Maintenance Fund budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of February 2025.

John D. Seifert, II
City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama

5 February 2025

City of Madison
 Madison City Hall
 100 Hughs Road
 Madison, Alabama 35758

Re: Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Letter of Agreement between Owner and Architect
Madison Multi-purpose Stadium – Outfield Building

Amendment No. 4 for Construction Document Phase

GilMC Project # 202304.01 TFH

Thank you for the opportunity the City of Madison, Alabama continues to offer our firm. Per your request, we have prepared this Amendment No. 4 between Gilbert McLaughlin Casella Architects, PLC (Architect) and the City of Madison, Alabama (Client=City=Owner) to contract for professional services for the Construction Document Design Phase for the above project.

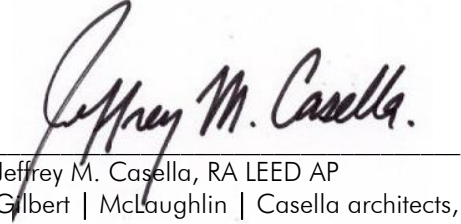
Gilbert McLaughlin Casella Architects, PLC will provide professional design services for architectural, civil, mechanical, electrical, fire protection, audio visual, structural engineering, and food service, as outlined in the design work provided during the previous phases and to date in the construction document phase. In addition, we will provide professional services as outlined in the scoping and/or budgeting documents for furniture selection and procurement, IT, access control/security camera system, and signage design developed during previous phases of the project.

We have provided the specific description and anticipated schedule of services we propose to provide in Exhibit A-Scope of the Project, Exhibit A1-Limits of the Work and Exhibit B-Scope of Services, all made part of this amendment.

The terms of compensation and reimbursement to Gilbert McLaughlin Casella Architects, PLC for rendering these services is defined in Exhibit C Compensation for Services and is made part of this amendment.

If you agree with this amendment, please sign below. The terms of the executed agreement between Gilbert McLaughlin Casella Architects, PLC, and the City of Madison Alabama will remain in place for this amendment. This amendment is valid for (45) days from the date above after which the Architect reserves the right to review and /or renegotiate the fees for the required services with the Owner. We are pleased to continue collaborating with you and the City of Madison on this exciting project. Please call me with any questions you may have.

Accepted by Architect:



Jeffrey M. Casella, RA LEED AP
Gilbert | McLaughlin | Casella architects, plc
Date: **5 February 2025**

Accepted by Owner:

Signature/Title:

Printed Name:

Date:

Exhibit A – SCOPE OF THE PROJECT

5 February 2025

Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
 Madison Multi-purpose Stadium – Outfield Building / Amendment No.4

General Description

The City has directed us to move from the current scope of work which was to provide design services to allow a 4 level building to the completion of the design and documentation needed to construct the 2 Level project (level 1 = Visitor Locker Room and Level 2 = Concourse to align with the 3rd base line concourse). The construction documents for the 4-level building had been directed to be delivered in an Early Release Package to allow site work to begin, and a building package which would allow for the project to be constructed in two phases. Phase I included the shell of the building, all vertical egress elements, and the build-out of Level 1, which included the Visitor Locker Room. Phase II included the buildout of levels 2, 3 and 4. The intent of the phasing was to allow Phase I to be completed and a certificate of occupancy be secured from the AHJs so that the locker room could be used for the 2026 season while the remaining interior construction on Levels 2, 3 and 4 were to continue.

The project shall be a one-story building at field level located along the outfield line adjacent to the third base foul pole and visitor's bullpen which will utilize approximately 920 gross square feet (gsf) of existing space and provide 7,050 gsf of new space to accommodate spaces to support the Visiting Team Locker Room and stadium support needs. The current concourse level will extend over the program elements to create concourse area aligned with the current 3rd base line concourse level.

We will design the structure of this project to allow for the future construction of the additional levels described above.

Program

The program will include spaces typically expected to support the needs of a visitor's locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 1s- August 2024) provided to the Architect by the Team, as shown in the current documents (drawings/narratives), and as reviewed and approved multiple times by MLB.

The design of a parking area to support the visiting team buses is not within our scope, but we will coordinate with the City of Madison and their selected developer concerning on street parallel space bus drop-off and pick up will be included.

The Owner has directed the Architect that the design services for parking to support fans and staff of the new building will not be necessary.

Schedule

The Architect will develop a Schedule upon the notice to proceed. Services will begin and finish at times upon which both Parties mutually agree. Currently, we estimate the duration of the Construction Document Phase to be 70 days.

Limits of Work

The Design Team Limits of Work is defined as shown in Exhibit A1: Limits of the work.

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

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

END OF EXHIBIT A

Exhibit B– SCOPE OF WORK

Construction Document Phase

5 February 2025

Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758

Madison Multi-purpose Stadium – Outfield Building / Amendment No.4

CONSTRUCTION DOCUMENT PHASE

Design Team Deliverables/Tasks/Services

Architect and Design Team (The Architect)

- The Architect and his team members will further develop the documents based on the scope of the previous work to reflect any comments provided by and any Value Engineering options as accepted and directed by the City to a level which will be appropriate for permitting, bidding and construction of the facility.
- The Architect will collaborate with the Owner to provide review/comment of the City’s selected Contract for Construction as it pertains to the required scope of work of the project and industry standard processes for communication and project management responsibilities.
- The Architect will coordinate with consultants of the Owner and Team as necessary throughout the phase.
- The Architect will attend the necessary meetings with the Owner to present and discuss the development of the documents, discuss materials, signage design, products, FF&E items, gather information and report on progress and schedule.
- Progress sets of the documents at approximately a level of 50% complete and 90% complete will be issued to the City and the Team to allow for review, comment, and discussion of the progress. Revisions will be made to the documents to respond to the comments or to integrate information being provided.

Civil Engineer

- The Civil Engineer will provide the necessary documents to allow for the bidding and construction of the project. This information will include a site plan layout, grading and drainage plans, phase erosion control plan, utility plan, required general notes, landscape plan, photometric plan and details, The site plans will also be submitted to the appropriate utility providers for approval. The Civil Engineer (Mullins) will attend and support meetings for technical review, post technical review, and the planning commission.

Budgeting

- The Architect will establish budgeting for work associated with the temporary bullpens.

Meetings and Visits

The Architect shall visit the project site with their Consultant team if needed. The Architect shall attend meetings in Madison with the Team and the City as needed. We have allotted the following within our reimbursable expenses as defined by Team Member and number following:

Architect: 1 visit for informational gathering meeting

	3 visits for design/presentation meetings with the Team and City
Interior Designer:	2 visits for finish presentation meetings
MPE FP Engineer:	1 visit if needed
Structural Engineer:	1 visit if needed
Food Service:	1 visit for equipment presentation meeting

Video Conferencing meetings will be held and attended to by the Architect and their Consultants with each other, the City and TEAM as required to produce the agreed upon Scope of Work, Deliverables, Tasks and Services

EXCLUDED SERVICES

Below are items not included in Basic Design Services, but Gilbert McLaughlin Casella Architects, PLC, will, if requested by the City, provide amendment(s) to this agreement to allow the following additional services to be provided as part of our scope.

- Commissioning Services
- Cost Estimating
- Coordination of permitting for the project
- Fly-throughs and Renderings
- Preparation of Marketing Materials for the use of the Owner

END OF EXHIBIT B

Exhibit C – COMPENSATION FOR SERVICES

5 February 2025

**Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building / Amendment No.4**

The Owner agrees to pay Gilbert McLaughlin Casella Architects, PLC, compensation for the Scope of the Project and Scope of Services described in Exhibits A, A1 and B as follows:

FEES – BASE SCOPE OF SERVICES

Services will be compensated with lump sum limits per phase as follows:

<u>Construction Document Phase</u>	<u>\$135,000.00</u>
Total Fee	\$135,000.00
(one hundred thirty-five thousand dollars and 00 cents)	

REIMBURSIBLE EXPENSES

These expenses are in addition to the Fees for the Base Scope of Services and estimated to be as outlined below:

<u>Construction Documents Phase:</u>	
Estimated Travel Expenses:	\$9,000.00
Temporary Bullpen Budgeting Allowance	\$3,500.00
<u>Printing:</u>	<u>\$9,000.00</u>
Total Estimated Reimbursable Expenses	\$21,500.00
(twenty-one thousand, five hundred dollars and 00 cents)	

ADDITIONAL SERVICES

We will negotiate Additional Services requested by the City per occurrence based on the time and hourly rate.

Time Spent (hours) x Hourly Rate (\$/Hour) = Additional Cost

END OF EXHIBIT C

RESOLUTION NO. 2025-044-R

**A RESOLUTION TO CREATE ADDITIONAL CLASSIFICATIONS FOR THE
MADISON POLICE DEPARTMENT**

WHEREAS, the City of Madison’s Police Department believes that the creation of Police Recruit, Police Officer I, and Police Officer II positions can provide strong incentives for retention of officers through self- initiated professional development; and

WHEREAS, the City of Madison Police Department wishes to create three positions, entitled Police Recruit, Police Officer I, and Police Officer II with the responsibilities and duties outlined in the Job Descriptions, attached as Exhibits A, B, and C.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in regular session on this 10th day of February 2025, that the following changes be made to the Police Department Classification Plan, to be effective upon the start of the next pay period after the adoption of this Resolution:

Police Department Updates to Current Police Classification Plan:

- Police Recruit –Pay Grade PD10, Incoming Step 1 only.
- Police Officer I –Pay Grade PD10, Incoming Step 2 and eligibility for future step increases or COLA raises provided by Council.
- Police Officer II – Pay Grade PD10, with a progression of two (2) steps upon assignment to Police Officer II, as well as eligibility for future step increases or COLA raises provided by Council.

READ, APPROVED, and ADOPTED this ____ day of February 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison

Job Description

Title: Police Officer Recruit

Department: Police

FLSA Status: Non-Exempt

Pay Grade: PD10 (Step 1 only)

New Position Position Change Effective Date 2/10/2025

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary: This is an entry level sworn police officer trainee position. The primary responsibility for this position for to complete an APOSTC certified police training academy course and successfully complete all mandated field training and other department required training. This is a safety sensitive position and is subject to random drug testing. Positive drug test results may result in counseling and/or discipline, up to and including, termination. Positions within this class have been designated as essential staff requiring employees to work during inclement weather, regardless of the City's operational status.

Essential Function/Major Responsibilities:

- Will serve in a training capacity as a student at an APOSTC accredited police academy.
- Upon graduation from the academy, will serve as a police officer training under the direction of a designated field training officer or a police supervisor.
- Report for duty at the specified time and place wearing the required uniform, and all equipment necessary to sustain themselves until the completion of the tour of duty.
- Maintain equipment and uniforms in a neat and orderly fashion and make certain they are properly groomed in compliance with Department policy.
- Record necessary and pertinent information disseminated at roll call; inspects, maintains and operates assigned police vehicle in compliance with Department policy, routine patrol, preliminary investigations and traffic regulation duties which may be performed in vehicles, motorcycles or on foot.
- Inspect assigned patrol area for unusual or hazardous conditions and takes appropriate action when such conditions are found.
- Conduct frequent business and residence checks within assigned area.
- Investigate all suspicious persons and circumstances encountered while on duty.
- Prepare and submits factual written reports pertaining to assignments and any investigations necessary.
- Conduct preventive patrol during unassigned time.
- Process and transports prisoners.
- Pursue, apprehend and question persons who violate laws and ordinances.

Police Officer Recruit

- Maintain substantive knowledge of pertinent City, State and Federal laws and ordinances and maintains substantive knowledge and adheres to all Department policies and procedures.
- Collect and preserve evidence at crime scenes.
- Present testimony in courts of law.
- Assist other officers with investigations or back-up as may be required.
- Must be expected to work hours in excess of their normally scheduled hours in response to department needs and/or City-wide emergencies

Police Officer Recruits may be assigned or reassigned to any shift, or any of the following functions at any time at the discretion of the Chief of Police.

Secondary Functions:

- Attend in-service and all other MPD and APOSTC prescribed training.
- Perform all other reasonably-related duties as assigned by supervisors or instructed by written directive.
- Maintain equipment and uniforms in a neat and orderly fashion and make certain they are properly groomed in compliance with Departmental general orders.

Job Scope:

- The supervisor or field training officer assigns work in terms of general instructions.
- The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the results.
- Guidelines require judgment, selection, and interpretation in application.

Supervisory Responsibilities:

- None

Interpersonal Contacts:

- This position has contact with representatives of other law enforcement agencies, other city agencies including business development and planning agencies, co-workers, and members of the public.

Specific Job Skills:

- Demonstrate basic knowledge of patrol procedures and practices; demonstrate basic knowledge of currently accepted investigative techniques; display basic working knowledge of criminal and traffic codes; and
- Knowledge of the philosophies, theories, practices and techniques of modern police and/or fire administration, management and operations.
- Knowledge of modern police practices and approved methods of police work and applicable Federal and State and municipal laws and ordinances.
- Knowledge of criminal law, juvenile law and court decisions.
- Knowledge of the geography of the area.

- Knowledge of Departmental procedures, rules and regulations.
- Knowledge of courtroom procedures.
- Knowledge of community resources.
- Knowledge of the operation of city and state agencies and the services which they provide the community.
- Knowledge and understanding of principles of human behavior.
- Skill to operate firearms and other approved weapons safely.
- Skill in the operation of police vehicles.
- Skill in unarmed self-defense.
- Ability to understand and apply written and verbal orders and directives.
- Ability to deal firmly and courteously with the public.
- Ability to communicate effectively orally and in writing.
- Ability to analyze situations quickly and objectively and to determine proper courses of action.
- Ability to react quickly and calmly in emergency situations.
- Ability to develop skills in the use and care of firearms and other such regular and special equipment as may be assigned.
- Ability to work independently and with minimum amount of direction.
- Ability to prepare detailed written reports and maintain records.
- Ability to complete highly varied and diverse tasks and assignments under general direction independent of direct supervision.
- Ability to establish and maintain effective working relationships with others.
- Ability to develop skills in the use and care of regular and special police equipment as may be assigned.
- Ability to successfully complete specialized training programs.
- Ability to address large groups to make detailed presentations.
- Ability to have patience and work with school age children.

Education and/or Experience:

- Must be at least 21 years of age upon completion of basic training (approximately 3 months).
- High School graduate or equivalent.
- Satisfactory completion of all phases of the personnel selection process for Police Officers as established by the City of Madison.
- Must be able to successfully complete probationary period as a Police Officer.
- Possess or have the ability to successfully obtain the State mandated certification from the Alabama Peace Officers Standards and Training (APOST) Commission and meet all APOST rules and requirements.
- Satisfaction with the requirements established by the City of Madison.
- Possess the required educational level or its equivalent in order to perform and comprehend the required knowledge, skills, and abilities.
- Ability to successfully complete job-related courses as required.

Job Conditions:

- Work is performed in an office, on the street and in a vehicle.
- Strong background record required, due to interaction with the public and children, accessibility to city property and evidence room, protection of property for residents and businesses (which may include securing and handling valuables, cash and other inventory).
- Must maintain a current Alabama driver's license, and a strong driving record for city-insurance purpose and record may be periodically checked by the City.
- Must obtain APOST certification remain in good standing.
- Must maintain physical conditioning to meet physical requirements of Police work, must participate in Physical Agility evaluations, and physical evaluation upon absence from duty for a condition that could affect performance.
- Willingness to travel for weeks at a time for schools/training or other department related functions.
- Must be flexible to serve other roles in the department, to best meet the needs of the department and the public.
- Must be able to work nonstandard hours and be available for work on weekends and holidays. Must be able to work overtime with little or no notice.
- May be required to be on-call during off-duty hours.
- Must be willing to rotate to a different assignment if required.
- Must work, under direction, at the scene of emergency incidents that could include various hazards from fumes, chemicals, toxic substances, obstacles, and adverse weather conditions.
- Must be willing to continue education in order to meet changing job demands and certification and training requirements set by the department.
- Maintain passing grades on all tests and examinations administered by the Madison Police and any assigned APOSTC certified police academy.

Physical Capabilities:

- See well enough to operate a vehicle, read, safely operate a weapon and observe or detect suspicious activities.
- Hear well enough to communicate by radio, telephone or any other transmitting device.
- Speak well enough to communicate your meaning and to address varying sized groups and effectively testify in a courtroom setting.
- Possess strength enough to control individuals in physical confrontations.
- Dexterity of limbs hands and fingers to write and use a wide range of personal protection devices.
- Stamina to pass a Department Approved Police Officer Physical Agility test to validate physical requirements up to twice a year and to successfully meet APOST physical agility examination requirements.
- Work requires ability to communicate, attend to tasks without distractions, reason effectively, use effective judgment, maintain alertness and awareness, perform multiple concurrent tasks, and exercise memory.
- Physical stamina and agility are sufficient to perform physical activities such as climb up and down stairs, run quickly, crawl through windows and other spaces, and to sustain this activity for the duration of a pursuit or an emergency.
- Work requires the ability to perceive and discriminate colors, sounds, tastes, odor, depth and texture.

Police Officer Recruit

- Must be able to run short distances, climb fences, push a car and other obstacles a short distance, and have the stamina to dry fire a weapon multiple times after performing these types of physical tasks.
- Physical tolerance to adapt and perform under adverse and stressful conditions.

Department Head Approval, Date

Mayor Approval, Date

City of Madison

Job Description

Title: Police Officer I

Department: Police

FLSA Status: Non-Exempt

Pay Grade: PD10 (Step 2 and beyond)

New Position Position Change Effective Date 2/10/2025

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary: This position is a post-entry level/trainee position that conducts general duty police duties involving protection of life and property through the enforcement of laws and ordinances. Police Officer I is responsible for the prevention and detection of crime, apprehension of criminals, and the general enforcement of laws and ordinances in a designated area or an assigned shift. Work is performed in accordance with Departmental rules and regulations and established procedures. At times, it involves personal danger. A Police Officer I must be able to act without direct supervision and exercise independent discretion in meeting emergencies. Assignments and instructions are received from a superior officer who reviews work methods and results through reports and observation and is usually available to assist with difficult problems. Police Officer I is mostly assigned to uniform patrol but may be selected for assignment to other divisions and roles in temporary assignments, or more regularly based on recommendation for selection through a valid and approved departmental selection process, as authorized by the Chief of Police. This is a safety sensitive position and is subject to random drug testing. Positive drug test results may result in counseling and/or discipline, up to and including, termination.

Essential Function/Major Responsibilities:

- Report for duty at the specified time and place wearing the required uniform, and all equipment necessary to sustain themselves until the completion of the tour of duty.
- Provide high quality and effective public safety services to the public to enhance community safety and quality of life.
- Patrol assigned geographic area (zone) in a patrol vehicle, on foot, or on a bicycle (if so assigned) and monitor calls for service.
- Account for and maintain equipment and uniforms in a neat and orderly fashion and make certain they are properly groomed in compliance with Department policy.
- Record necessary and pertinent information disseminated at roll call; inspects, maintains and operates assigned police vehicle in compliance with Department policy, routine patrol, preliminary investigations and traffic regulation duties which may be performed in vehicles, motorcycles or on foot.
- Inspect assigned patrol area for unusual or hazardous conditions and takes appropriate action when such conditions are found.

- Inspect and prepare vehicle and associated equipment for proper maintenance and readiness of use.
- Conduct frequent business and residence checks within assigned area.
- Investigate all suspicious persons and circumstances encountered while on duty.
- Prepare and submit factual written and supplemental reports pertaining to assignments and any investigations necessary.
- Respond to reports of medical emergencies and mentally disabled subjects and places individuals in protective custody as needed (e.g., abused child, elderly or mentally ill adult)
- Conduct preventive patrol during unassigned time.
- Follow orders and instructions and coordinates activities with Police Department personnel and/or other public agencies (e.g., Fire Department, social service agencies) at call/incident
- Process and transports prisoners.
- Pursue, apprehend and question persons who violate laws and ordinances.
- Maintain substantive knowledge of pertinent City, State and Federal laws and ordinances and maintains substantive knowledge and adheres to all Department policies and procedures.
- Collect and preserve evidence at crime scenes.
- Conduct preliminary and follow-up criminal investigations.
- Notify the Investigative Division and provide briefing to relay information about the incident.
- Request other Department and external resources (e.g., supervisor, assist units, K-9, Traffic, Fire) as needed.
- Present testimony in courts of law.
- Assist other officers with investigations or back-up as may be required.
- Must be expected to work hours in excess of their normally scheduled hours in response to department needs and/or City-wide emergencies.
- Use force (e.g., control techniques, taser, baton, chemical agents, firearm) when necessary to restrain or control a violent or resistant person and completes related documentation
- Evacuate persons from dangerous situations (e.g., fire, chemical spill, bomb threat)
- Rescue persons in life threatening situations (e.g., officer down, drowning person, traffic crash victim) if possible, including requesting specialized response units or other agencies
- Administer basic first aid or other medical attention when necessary (e.g., CPR, control bleeding, treat choking, AED)
- Identify hazards to life and property (e.g., downed power lines, flooded streets, malfunctioning or damaged traffic control devices) and take appropriate action or make notifications to responsible agencies

Secondary Functions:

- Attend in-service and all other MPD and APOSTC prescribed training, to include all firearms related training and qualifications.
- Perform all other reasonably-related duties as assigned by supervisors or instructed by written directive.

- Mediate disputes, assist with problem solving solutions.

Job Scope:

- The supervisor or field training officer assigns work in terms of general instructions.
- The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the results.
- Guidelines require judgment, selection, and interpretation in application.

Supervisory Responsibilities:

- None

Interpersonal Contacts:

- This position has contact with representatives of other law enforcement agencies, other city agencies including business development and planning agencies, co-workers, and members of the general public.

Specific Job Skills:

- Demonstrate basic knowledge of patrol procedures and practices; demonstrate basic knowledge of currently accepted investigative techniques; display basic working knowledge of criminal and traffic codes; and
- Knowledge of the philosophies, theories, practices and techniques of modern police and/or fire administration, management and operations.
- Knowledge of modern police practices and approved methods of police work and applicable Federal and State and municipal laws and ordinances.
- Knowledge of Constitutional law as it relates to police operations and procedures to enforce laws and protect citizens' rights
- Knowledge of criminal law, juvenile law and court decisions.
- Knowledge of the geography of the area.
- Knowledge of Departmental and Human Resources procedures, rules and regulations.
- Knowledge of courtroom procedures.
- Knowledge of community resources.
- Knowledge of the operation of city and state agencies and the services which they provide the community.
- Knowledge and understanding of principles of human behavior.
- Skills with Map Reading: Read city, street, or area maps in order to identify and navigate to a specific geographical location
- Computer Skills: Operate computer equipment and systems; use keyboard, mouse, and various software programs to access database information and prepare reports and forms
- Skills to operate vehicles and Equipment: Operate a vehicle safely; operate associated equipment such as lights and sirens; use radio, MDT, and other communication systems.
- Skill to utilize firearms and other approved weapons safely.

- Skill in unarmed self-defense.
- Ability to understand and apply written and verbal orders and directives.
- Ability to deal firmly and courteously with the public.
- Ability to handle stressful and rapidly changing situations.
- Ability to adjust behavior and methods to adjust to changing conditions, rules, and expectations.
- Ability to work as a member of a team.
- Ability to communicate effectively orally and in writing.
- Ability to analyze situations quickly and objectively and to determine proper courses of action.
- Ability to react quickly and calmly in emergency situations.
- Ability to develop skills in the use and care of firearms and other such regular and special equipment as may be assigned.
- Ability to work independently and with minimum amount of direction.
- Ability to prepare detailed written reports and maintain records.
- Ability to complete highly varied and diverse tasks and assignments under general direction independent of direct supervision.
- Ability to establish and maintain effective working relationships with others.
- Ability to develop skills in the use and care of regular and special police equipment as may be assigned.
- Ability to successfully complete specialized training programs.
- Ability to address large groups to make detailed presentations.
- Ability to have patience and work with school age children.

Education and/or Experience:

- Must be at least 21 years of age upon completion of basic training (approximately 3 months).
- High School graduate or equivalent.
- Satisfactory completion of all phases of the personnel selection process for Police Officers as established by the City of Madison.
- Must be able to successfully complete probationary period as a Police Officer.
- Possess the State mandated certification from the Alabama Peace Officers Standards and Training (APOST) Commission and meet all APOST rules and requirements.
- Satisfaction with the requirements established by the City of Madison.
- Possess the required educational level or its equivalent in order to perform and comprehend the required knowledge, skills, and abilities.
- Ability to successfully complete job-related courses as required.

Job Conditions:

- Adhere to the Madison Police Department's core values (SAFE).
- Work is performed in an office, on the street and in a vehicle.
- Strong background record required, due to interaction with the public and children, accessibility to city property and evidence room, protection of property for residents and businesses (which may include securing and handling valuables, cash and other inventory).
- Must maintain a current Alabama driver's license, and a strong driving record for city-insurance purpose and record may be periodically checked by the City.
- Must obtain APOST certification remain in good standing.

- Must maintain physical conditioning to meet physical requirements of Police work, must participate in Physical Agility evaluations, and physical evaluation upon absence from duty for a condition that could affect performance.
- Willingness to travel for weeks at a time for schools/training or other department related functions.
- Must be flexible to serve other roles in the department, to best meet the needs of the department and the public.
- Must be able to work nonstandard hours and be available for work on weekends and holidays. Must be able to work overtime with little or no notice.
- May be required to be on-call during off-duty hours.
- Must be willing to rotate to a different assignment if required.
- Must work, under direction, at the scene of emergency incidents that could include various hazards from fumes, chemicals, toxic substances, obstacles, and adverse weather conditions.
- Must be willing to continue education in order to meet changing job demands and certification and training requirements set by the department.
- Maintain passing grades on all tests and examinations administered by the Madison Police and any assigned APOSTC certified police academy.

Physical Capabilities:

- See well enough to operate a vehicle, read, safely operate a weapon and observe or detect suspicious activities.
- Hear well enough to communicate by radio, telephone or any other transmitting device.
- Speak well enough to communicate your meaning and to address varying sized groups and effectively testify in a courtroom setting.
- Possess strength enough to control individuals in physical confrontations.
- Dexterity of limbs hands and fingers to write and use a wide range of personal protection devices.
- Stamina to pass a Department Approved Police Officer Physical Agility test to validate physical requirements up to twice a year and to successfully meet APOST physical agility examination requirements.
- Work requires ability to communicate, attend to tasks without distractions, reason effectively, use effective judgment, maintain alertness and awareness, perform multiple concurrent tasks, and exercise memory.
- Physical stamina and agility are sufficient to perform physical activities such as climb up and down stairs, run quickly, crawl through windows and other spaces, and to sustain this activity for the duration of a pursuit or an emergency.
- Work requires the ability to perceive and discriminate colors, sounds, tastes, odor, depth and texture.
- Must be able to run short distances, climb fences, push a car and other obstacles a short distance, and have the stamina to dry fire a weapon multiple times after performing these types of physical tasks.
- Physical tolerance to adapt and perform under adverse and stressful conditions.

Police Officer I

Department Head Approval, Date

Mayor Approval, Date

City of Madison

Job Description

Title: Police Officer II

Department: Police

FLSA Status: Non-Exempt

Pay Grade: PD10

New Position Position Change Effective Date 2/10/2025

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary: This position is a more advanced police officer position that conducts general duty police duties involving protection of life and property through the enforcement of laws and ordinances. Police Officer II is responsible for the prevention and detection of crime, apprehension of criminals, and the general enforcement of laws and ordinances in a designated area or an assigned shift. Work is performed in accordance with Departmental rules and regulations and established procedures. At times, it involves personal danger. A Police Officer II may operate as a Field Training Officer. A Police Officer II must be able to act without direct supervision and exercise independent discretion in meeting emergencies. Assignments and instructions are received from a superior officer who reviews work methods and results through reports and observation and is usually available to assist with difficult problems. Police Officer II may be assigned to the Patrol, Special Operations of Investigative Division. This is a safety sensitive position and is subject to random drug testing. Positive drug test results may result in counseling and/or discipline, up to and including, termination.

Essential Function/Major Responsibilities:

- Report for duty at the specified time and place wearing the required uniform, and all equipment necessary to sustain themselves until the completion of the tour of duty.
- Provide high quality and effective public safety services to the public to enhance community safety and quality of life.
- Patrol assigned geographic area (zone) in a patrol vehicle, on foot, or on a bicycle (if so assigned) and monitor calls for service.
- Read information (e.g., emails, crime analysis bulletins, other written notices) relevant to criminal intelligence, work assignments, and general operations.
- Create and conduct planned patrols to address high crime areas or special needs.
- Account for and maintain equipment and uniforms in a neat and orderly fashion and make certain they are properly groomed in compliance with Department policy.
- Record necessary and pertinent information disseminated at roll call; inspects, maintains and operates assigned police vehicle in compliance with Department policy, routine patrol, preliminary investigations and traffic regulation duties which may be performed in vehicles, motorcycles or on foot.
- Inspect assigned patrol area for unusual or hazardous conditions and takes appropriate action when such conditions are found.
- Inspect and prepare vehicle and associated equipment for proper maintenance and readiness of use.

- Conduct frequent business and residence checks within assigned area.
- Investigate all suspicious persons and circumstances encountered while on duty.
- Prepare and submit factual written and supplemental reports pertaining to assignments and any investigations necessary.
- Respond to reports of medical emergencies and mentally disabled subjects and places individuals in protective custody as needed (e.g., abused child, elderly or mentally ill adult)
- Conduct preventive patrol during unassigned time.
- Follow orders and instructions and coordinates activities with Police Department personnel and/or
- Other public agencies (e.g., Fire Department, social service agencies) at call/incident
- Processes and transports prisoners.
- Pursue, apprehend and question persons who violate laws and ordinances.
- Maintain substantive knowledge of pertinent City, State and Federal laws and ordinances and maintains substantive knowledge and adheres to all Department policies and procedures.
- Collect and preserve evidence at crime scenes.
- Conduct preliminary and follow-up criminal investigations.
- Notify the Investigative Division and provide briefing to relay information about the incident.
- Request other Department and external resources (e.g., supervisor, assist units, K-9, Traffic, Fire) as needed.
- Present testimony in courts of law.
- Assist other officers with investigations or back-up as may be required.
- Must be expected to work hours in excess of their normally scheduled hours in response to department needs and/or City-wide emergencies.
- Use force (e.g., control techniques, taser, baton, chemical agents, firearm) when necessary to restrain or control a violent or resisting person and completes related documentation
- Evacuate persons from dangerous situations (e.g., fire, chemical spill, bomb threat)
- Rescue persons in life threatening situations (e.g., officer down, drowning person, traffic crash victim) if possible, including requesting specialized response units or other agencies
- Administer basic first aid or other medical attention when necessary (e.g., CPR, control bleeding, treat choking, AED)
- Identify hazards to life and property (e.g., downed power lines, flooded streets, malfunctioning or damaged traffic control devices) and take appropriate action or make notifications to responsible agencies

Secondary Functions:

- Attend in-service and all other MPD and APOSTC prescribed training, to include all firearms related training and qualifications.
- Perform all other reasonably-related duties as assigned by supervisors or instructed by written directive.
- Mediate disputes, assist with problem solving solutions.

Job Scope:

- The supervisor or field training officer assigns work in terms of general instructions.

- The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the results.
- Guidelines require judgment, selection, and interpretation in application.

Supervisory Responsibilities:

- Once certified, it may be called upon to supervise police recruits during the field training process.

Interpersonal Contacts:

- This position has contact with representatives of other law enforcement agencies, other city agencies including business development and planning agencies, co-workers, and members of the public.

Specific Job Skills:

- Demonstrate basic knowledge of patrol procedures and practices; demonstrate basic knowledge of currently accepted investigative techniques; display basic working knowledge of criminal and traffic codes; and
- Knowledge of the philosophies, theories, practices and techniques of modern police and/or fire administration, management and operations.
- Knowledge of modern police practices and approved methods of police work and applicable Federal and State and municipal laws and ordinances.
- Knowledge of Constitutional law as it relates to police operations and procedures to enforce laws and protect citizens' rights
- Knowledge of criminal law, juvenile law and court decisions.
- Knowledge of the geography of the area.
- Knowledge of Departmental and Human Resources procedures, rules and regulations.
- Knowledge of courtroom procedures.
- Knowledge of community resources.
- Knowledge of the operation of city and state agencies and the services which they provide the community.
- Knowledge and understanding of principles of human behavior.
- Skills with Map Reading: Read city, street, or area maps in order to identify and navigate to a specific geographical location
- Computer Skills: Operate computer equipment and systems; use keyboard, mouse, and various software programs to access database information and prepare reports and forms
- Skill to operate vehicles and Equipment: Operate a vehicle safely; operate associated equipment such as lights and sirens; use radio, MDT, and other communication systems.
- Skill to utilize firearms and other approved weapons safely.
- Skill in unarmed self-defense.
- Ability to understand and apply written and verbal orders and directives.
- Ability to deal firmly and courteously with the public.
- Ability to handle stressful and rapidly changing situations.
- Ability to adjust behavior and methods to adjust to changing conditions, rules, and expectations.
- Ability to work as a member of a team.
- Ability to communicate effectively orally and in writing.

- Ability to analyze situations quickly and objectively and to determine proper courses of action.
- Ability to react quickly and calmly in emergency situations.
- Ability to develop skills in the use and care of firearms and other such regular and special equipment as may be assigned.
- Ability to work independently and with minimum amount of direction.
- Ability to prepare detailed written reports and maintain records.
- Ability to complete highly varied and diverse tasks and assignments under general direction independent of direct supervision.
- Ability to establish and maintain effective working relationships with others.
- Ability to develop skills in the use and care of regular and special police equipment as may be assigned.
- Ability to successfully complete specialized training programs.
- Ability to address large groups to make detailed presentations.
- Ability to have patience and work with school age children.

Education and/or Experience:

- Three years as a Police Officer I, successful completion of a written examination and completion of the specified training requirements in accordance with the Police Officer II and possession of collateral duty points as prescribed by the MPD Professional Development Program.
- Some college or advanced law enforcement courses are required.
- Satisfactory completion of all phases of the personnel selection process for Police Officers as established by the City of Madison.
- Possess the State mandated certification from the Alabama Peace Officers Standards and Training (APOST) Commission and meet all APOST rules and requirements.
- Satisfaction with the requirements established by the City of Madison.
- Possess the required educational level or its equivalent in order to perform and comprehend the required knowledge, skills, and abilities.
- Ability to successfully complete job-related courses as required.

Job Conditions:

- Adhere to the Madison Police Department's core values (SAFE).
- Work is performed in an office, on the street and in a vehicle.
- Strong background record required, due to interaction with the public and children, accessibility to city property and evidence room, protection of property for residents and businesses (which may include securing and handling valuables, cash and other inventory).
- Must maintain a current Alabama driver's license, and a strong driving record for city-insurance purpose and record may be periodically checked by the City.
- Must obtain APOST certification remain in good standing.
- Must maintain physical conditioning to meet physical requirements of Police work, must participate in Physical Agility evaluations, and physical evaluation upon absence from duty for a condition that could affect performance.
- Willingness to travel for weeks at a time for schools/training or other department related functions.
- Must be flexible to serve other roles in the department, to best meet the needs of the department and the public.

- Must be able to work nonstandard hours and be available for work on weekends and holidays. Must be able to work overtime with little or no notice.
- May be required to be on-call during off-duty hours.
- Must be willing to rotate to a different assignment if required.
- Must work, under direction, at the scene of emergency incidents that could include various hazards from fumes, chemicals, toxic substances, obstacles, and adverse weather conditions.
- Must be willing to continue education in order to meet changing job demands and certification and training requirements set by the department.
- Maintain passing grades on all tests and examinations administered by the Madison Police and any assigned APOSTC certified police academy.

Physical Capabilities:

- See well enough to operate a vehicle, read, safely operate a weapon and observe or detect suspicious activities.
- Hear well enough to communicate by radio, telephone or any other transmitting device.
- Speak well enough to communicate your meaning and to address varying sized groups and effectively testify in a courtroom setting.
- Possess strength enough to control individuals in physical confrontations.
- Dexterity of limbs hands and fingers to write and use a wide range of personal protection devices.
- Stamina to pass a Department Approved Police Officer Physical Agility test to validate physical requirements up to twice a year and to successfully meet APOST physical agility examination requirements.
- Work requires ability to communicate, attend to tasks without distractions, reason effectively, use effective judgment, maintain alertness and awareness, perform multiple concurrent tasks, and exercise memory.
- Physical stamina and agility are sufficient to perform physical activities such as climb up and down stairs, run quickly, crawl through windows and other spaces, and to sustain this activity for the duration of a pursuit or an emergency.
- Work requires the ability to perceive and discriminate colors, sounds, tastes, odor, depth and texture.
- Must be able to run short distances, climb fences, push a car and other obstacles a short distance, and have the stamina to dry fire a weapon multiple times after performing these types of physical tasks.
- Physical tolerance to adapt and perform under adverse and stressful conditions.

Department Head Approval, Date

Mayor Approval, Date

RESOLUTION NO. 2025-047-R

**A RESOLUTION TO CREATE ADDITIONAL CLASSIFICATIONS FOR THE
MADISON HUMAN RESOURCES DEPARTMENT**

WHEREAS, the City of Madison’s Human Resources Department believes a reorganization and creation of new positions is needed to adapt to organizational growth and improve efficiency by streamlining operations; and

WHEREAS, the City Human Resources Department wishes to create three positions, Deputy Director of HR, HR Analyst, and HR Associate with the responsibilities and duties outlined in the job descriptions, attached as Exhibits D, E, and F.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in regular session on this 10th day of February 2025, that the following changes be made to the Human Resources classification plan, to be effective upon the start of the next pay period after the adoption of this Resolution:

Human Resources Updates to Current Classification Plan:

- Deputy Director of HR – Pay Grade 112
- HR Analyst – Pay Grade 110
- HR Associate – Pay Grade 106

READ, APPROVED, and ADOPTED this ____ day of February 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama

City of Madison

Job Description



Title: Deputy Director of HR

Department: Human Resources

FLSA Status: Exempt

Pay Grade: 112

New Position Position Change Effective Date 2/10/2025

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

The Deputy Director will act as in a key leadership role within the HR department, support the HR Director in overseeing day-to-day operations, manage HR functions like benefits and training development, assist with policy development, and ensure compliance with employment laws and regulations.

Essential Functions/Major Responsibilities:

- Assists in the development and maintenance of the budget.
- Manages and oversees the City's benefits administration and programs.
- Manages employee death benefits.
- Manages unemployment insurance reporting and processes.
- Manage retirement systems processes (including proper classifications, such as Tier 1, Tier 2, Certified, Noncertified, and Part-Time or Temporary exclusions).
- Manages Fire Cancer Insurance and other optional benefit programs.
- Audits and reports benefit selection/usage numbers, costs and other data.
- Analyze and modify compensation and benefits policies to establish competitive programs and ensure compliance with legal requirements.
- Manages the city's hiring processes, including job posting, recruitment, application verification, background and reference checks, drug and physical screenings, official offers of employment, and efficiently using the City's online application system throughout the process.
- Tracks all steps of the hiring process in the application software system and tracking screening stages of each candidate for adverse impact, entering more details required for CALEA or testing procedures.
- Performs pay rate changes and other employee changes in HRIS and audits all work for accuracy.
- Tracks all employment action data for decision-making (job requisitions, exits, pay changes, etc.).
- Processes performance evaluations, EEO actions, and data.
- Works closely with the Director and Team, keeping Director informed of status of processes and issues.
- Analyze training needs to design employee development, language training, and health and safety programs, with the assistance of the HR team.

Deputy Director of Human Resources

- Develops and coordinates training activities for employees, as related to HR policies and supervisor training.
- Contracts with City vendors.

Secondary Functions:

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

Job Scope:

- Decisions are made with reference to federal, state, and local law
- Key player in preparation and implementation of plans, policies, and procedures that fall within the responsibilities of Human Resources.
- Exercises creative initiative in identifying problems and needs and leading the City into sound practices as it relates to Human Resources.

Supervisory Responsibility:

Will lead HR in the absence of the Director.

Interpersonal Contacts:

- All department employees (frequent, wide-ranging, complex).
- Department heads (frequent).
- Elected and appointed officials (occasionally in the absence of Director).
- Employees, spouses, and dependent children of employees.
- Contractors, vendors, and enforcement agencies, as well as members of the public.

Knowledge, Skills, and Abilities:

- Knowledge of principles and procedures for personnel recruitment, selection, training, compensation and benefits, labor relations and negotiation, and personnel information systems.
- Knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.
- Knowledge of principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.
- Knowledge, understanding and demonstrated application of federal laws pertaining to employment and personnel practices, including, but not limited to, FMLA, FLSA, EEO, on-boarding laws (including I-9 and E-Verify and other required agency filing), etc.
- Knowledge of human behavior and performance; individual differences in ability, personality, and interests; learning and motivation; psychological research methods; and the assessment and treatment of behavioral and affective disorders.
- Skilled at compiling correspondence and detailed documentation and tracking various applicants and employee data, including an advanced level of competency with Excel, Word, email and electronic and hard file management and retrieval.
- Skilled at identifying complex problems and reviewing the related information to develop and evaluate options and implement solutions.

Deputy Director of Human Resources

- Skilled in designing and maintaining repeatable, consistent and accurate processes, including documenting and standardizing key processes.
- Skilled in the auditing processes to ensure consistency and accuracy of HR records.
- Skilled in time management, project management, organization and prioritization skills.
- Ability to audit applications of numerous class plans, pay administration, policies and benefit groups.
- Ability to establish and maintain effective professional working relationships and to work as a small productive team for team success and to support department goals.
- Ability to keep up-to-date with changing Human Resources laws, requirements and modern processes.
- Ability to maintain confidential and/or sensitive information, to exercise the utmost discretion, and to support management direction for the Department.
- Ability to make public presentations which may include presenting to Council and providing internal trainings for City employees.
- Ability to manage multiple deadline-oriented priorities.
- Ability to provide complex oral and/or written instructions.
- Ability to work with minimal amount of supervision.

Education and/or Experience:

- Bachelor's degree in Human Resources, Business, or any related field.
- A minimum of five (5) years' progressive experience in Human Resources.
- A combination of education and experience may be used to meet minimum requirements.
- Experience entering employee data into/from the HRIS system (current systems preferred) and running reports.
- Depending on the area(s) needed, strong direct and professional level experience with either 1) Benefit Administration; 2) Workers Compensation and Safety/Health administration; or 3) Configuration/Management of the HRIS/Payroll system; and other essential functions stated above.
- Experience demonstrating the above essential functions at a high technical level.

Additional Requirements:

- PHR (Professional in Human Resources) certification a plus.
- Strong performance record and background required due to accessibility to private records, property, employees and public.
- Current driver's license and strong driving record desired and records may be routinely checked by the City.
- Ability to attain Notary Public desirable.

Job Conditions:

- Position may be assigned and/or reassigned processes or projects at any time.
- Job may require occasional work beyond 8-10 hours in a workday, and work on weekends.
- Job entails frequent interruptions and, at times, high volume.

Deputy Director of Human Resources

- Must be able to work on many projects/processes simultaneously at a high level of accuracy and consistency.
- Requires regular, dependable attendance.

Physical Capabilities:

- This position’s physical requirements involve medium work exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- The work is typically performed while sitting at a desk and intermittently sitting, standing, walking or bending.
- The employee frequently lifts light and occasionally heavy objects.
- Employee must communicate verbally with employees, applicants and public.

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description



Title: HR Analyst

Department: Human Resources

FLSA Status: Exempt

Pay Grade: 110

New Position **Position Change** **Effective Date** 2/10/2025

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

This Senior Level position provides a range of Human Resources professional level activities which are both generalist in nature and analytical. The incumbent will be responsible for collecting, analyzing, and interpreting data to identify trends and patterns related to compensation & compliance, provide actionable recommendations, and audit the HR office to ensure compliance with federal, state, and local laws; as well as internal policies and procedures.

Essential Functions/Major Responsibilities:

Will be assigned or reassigned to the following Specialist areas:

Generalist Duties:

- Manages the city's hiring processes for departments, including use of application software throughout the entire process. Includes job posting, recruitment, application verification, interviews, drug and physical screenings, and official offers of employment.
- Ensures compliance with I-9s, E-Verify and other legal requirements, auditing and filing all forms in compliance with current requirements.
- Performs employee exit and termination procedures for assigned departments only.
- Performs pay rate changes and other employee changes in HRIS and audits all work for accuracy.
- Tracks all employment action data for decision-making (job requisitions, exits, pay changes, etc.).
- Processes performance evaluations, EEO actions and data.
- Manage employee files and records, provide timely verification of employment, and validate approval of such requests.
- Works closely with the Director and Team, keeping Director informed of status of processes and issues.
- Completes various projects, reports and assignments from the Director

HRIS/Auditing/Data Compliance

- Manages and oversees HRIS and pay and deduction auditing and data compliance.
- Manages I-9 and eligibility to work processes (including E-Verify requirements).

- Audits HRIS employee and payroll related data entries, reports and systems.
- Works closely with IT Department and System technicians for HRIS systems set-up, changes, trouble-shooting and other problem resolutions.
- Audits pay deductions, pay rates and classifications and other employee entries for consistency and compliance, and reports any errors to Director and Coordinators Directs other coordinators on step increases.
- Document HR processes and programs to ensure consistency, accuracy, efficiency, and compliance.
- Manage and configures employee application and tracking software.
- Leads department in online HR processing systems.
- Develop various reporting from HRIS (including EEO Plan data, total compensation data, longevity and anniversary data, 1095s, etc.).
- Develop EEO Plans and EEO-4 Forms before due dates, following Justice Department and EEOC guidelines.
- Trains other Coordinators in use of the HRIS application software and in HRIS system procedure changes.

Secondary Functions:

- Manages performance evaluation process.
- Performs other related duties as required.

Job Scope:

- Requires ability to work with and minimize (whenever possible) various levels of conflict, working as a strong department team player.
- Requires strong judgment, discretion, and interpretation in application of policies and HR laws.
- Must maintain confidentiality of personal, private, and sensitive information obtained or observed.

Supervisory Responsibility:

None.

Interpersonal Contacts:

- Has contact with employees, department heads and managers, vendors and benefits providers, spouses and dependent children of employees, enforcement agencies (i.e., EEOC, Unemployment Officers, etc.) and members of the general public.
- The purpose of these contracts is to represent the City and department in exchanging information, resolving problems, providing services, or negotiating or settling matters.

Knowledge, Skills, and Abilities:

- Knowledge (and continuous self-learning of) of current principles, practices, methods and laws of personnel administration.
- Knowledge of HRIS and pay system knowledge and skills (preferably the City's current system) in accurately entering employee pay, deductions and personal data in the system under the correct classifications, job groups and pay rules.

HR Analyst

- Knowledge, understanding and demonstrated application of federal laws pertaining to employment and personnel practices, including, but not limited to, FMLA, FLSA, EEO, on-boarding laws (including I-9 and E-Verify and other required agency filing), etc.
- Skilled at managing multiple deadline-oriented priorities.
- Skilled in compiling correspondence and detailed documentation and tracking various applicants and employee data, including an advanced level of competency with Excel, Word, email and electronic and hard file management and retrieval.
- Skilled in designing and maintaining repeatable, consistent and accurate processes, including documenting and standardizing key processes.
- Skilled in maintaining a high volume of employee and applicant records and tracking data in an organized, consistent and accurate manner that can be quickly retrieved by others in the department.
- Skilled in the auditing processes to ensure consistency and accuracy of HR records.
- Skilled in verbal and written communication for responding to employees and applicants, and for writing advertisements and various correspondence and procedures.
- Ability to work with minimal amount of supervision.
- Ability to audit applications of numerous class plans, pay administration, policies and benefit groups.
- Ability to establish and maintain effective professional working relationships and to work as a small productive team for team success and to support department goals.
- Ability to identify creative solutions after thorough analysis.
- Ability to keep up-to-date with changing Human Resources laws, requirements and modern processes.
- Ability to maintain confidential and/or sensitive information, to exercise the utmost discretion, and to support management direction for the Department.
- Ability to understand and follow complex oral and/or written instructions.

Education and/or Experience:

- Bachelor's degree
- Minimum of four (4) years progressive full-time experience in related areas at the professional HR level (more experience is a plus).
- Or any equivalent combination of education, training, and experience that provides the required knowledge, skills, and abilities to successfully perform the essential functions and job responsibilities of this position may be considered.
- Experience entering employee data into/from the HRIS system (current systems preferred) and running reports.

Additional Requirements:

- PHR (Professional in Human Resources) certification a plus.
- Strong performance record and background required due to accessibility to private records, property, employees and public.
- Current driver's license and strong driving record desired and records may be routinely checked by the City.
- Ability to attain Notary Public desirable, may be required, based on office needs.

Job Conditions:

- Position may be assigned and/or reassigned processes or projects at any time.
- Position must seek out to help other employees with completion of tasks, whenever needs arise.
- Job may require occasional work beyond 8-10 hours in a workday, and work on weekends.
- Job entails frequent interruptions and, at times, high volume.
- Must be able to work on many projects/processes simultaneously at a high level of accuracy and consistency.
- Requires regular, dependable attendance.

Physical Capabilities:

- This position’s physical requirements involve medium work exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- The work is typically performed while sitting at a desk and intermittently sitting, standing, walking or bending.
- The employee frequently lifts light objects and occasionally heavy objects.
- Employee must communicate verbally with employees, applicants and public.

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description



Title: HR Associate

Department: Human Resources

FLSA Status: Non-Exempt

Pay Grade: 106

New Position Position Change Effective Date 2/10/2025

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

The HR Associate to the Department Head primarily provides support to the Department Head, completing various higher-level projects, processes and tasks assigned by the Department Head. Work requires a higher level of confidentiality, sensitivity and good judgment. Responsibilities may also include work with budgeting, preparation of various types of documentation, development of reports and publication, performance of research and analysis, drafting and distribution of various types of correspondence, scheduling and facilitation of departmental events and meetings, facilitation of internal and external contacts and follow-up, or any other tasks to assist the Department Head with duties and priorities. All work is assigned at the discretion and direction of the Department Head and performed under general supervision. Responsible for a high volume of department files which must be maintained at a high level of accuracy, including permanent records and records with varying retention requirements.

Essential Functions/Major Responsibilities:

- Provides administrative support to the Department Head, and supports the Department Head with budgeting, accounts payable, preparing various documents and reports and other administrative processes.
- Performs departmental clerical duties including typing, filing, mail processing, schedule and meeting coordination, record keeping, screening, and other clerical duties as assigned by the Department Head.
- Performs research and preparation of various reports and documents in Excel.
- Maintains varied and complex records associated with Human Resources functions.
- Organizes and maintains the high volume of business files in the Department maintains and develops databases of files, including the establishment of subject matter indexing. Must maintain hard and electronic file integrity of all historical departmental policies, contracts, decisions, actions and practices, including permanent records and other records with legal retention requirements.
- Manages the service window for HR services, including directing employees to the appropriate coordinator, etc.
- Serves as Employee Engagement Coordinator for various events to include working with the Safety Committee, as needed.
- Assists Department Head with budgeting process.

HR Associate

- Maintains HR-manuals and numerous HR employee and department forms and distributes to various departments and employees copies of HR-related policies, minutes and actions as applicable to Human Resources.
- Performs salary and other surveys and other research for the Department Head.
- Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.
- Manages the city's electronic application system, keeping job descriptions and class specifications/job requirements up-to-date in the electronic system. Also responds to applicants inquiring about positions and application requirements.
- Manages the internet processes and information for the department.
- Responds to a variety of departmental and public requests for information; provides requested information or services when authorized or refers to appropriate individual for response.
- Edits and publishes employee newsletter and other employee communications.
- Orders supplies for the Department, and processes purchasing and payment paperwork following accounting/purchasing guidelines established by Finance and maintains a complete set of account records to track expenditures and balances for the department. Serves as timekeeper for the department.
- Prepares agenda for HR Committee meetings and works with the Clerk's Office to ensure meetings are appropriately announced.
- Must process certified mail and overnight mail and must deliver legally required certificate of mailing documents to Post Office.
- May be required to assist as backup for HR Coordinator functions in the department, including processing benefit forms, worker's compensation reporting and tracking, and other standard processes.
- Performs other administrative duties as assigned by the Department Head.
- Receives new hire information and organizes orientation for all general employees.

Secondary Functions:

- Picks up and delivers documents from other city offices.
- Performs other related duties as required.

Job Scope:

- Establishes priorities for own workload based on need for immediate action, work objectives and schedules.
- Works under pressure and processes a high volume of paperwork and interaction.
- Position requires multi-tasking and the ability to continually be interrupted and start-again with a high degree of detail.
- Strong attention to detail required due to work with permanent records and management of varying retention requirements.
- Makes frequent decisions within established policies, in a fluid environment that requires frequent variations from routine and independent decision-making.
- Assists in budget preparation for the department and maintaining accountability tracking and balances.
- Utilizes effective time management techniques to process large volumes of work and other contacts and ensure follow-up.

- Punctual, dependable and responsible to Human Resources service counter.

Supervisory Responsibility:

None.

Interpersonal Contacts:

- Must communicate effectively with the public, applicants, vendors, contractors, agencies, city officials and city employees daily.
- Must work closely with Department Head with a high level of discretion with highly confidential and sensitive information at time.

Knowledge, Skills, and Abilities:

- Knowledge of principles and practices of office management and file management according to HR related public records laws (both electronic and hardcopy).
- Skilled at Microsoft Office programs (including advanced Word, Excel) required.
- Skilled at oral and written communication.
- Skilled in HRIS or ability to learn system.
- Ability to consistently demonstrate a high level of judgment and discretion required for maintaining confidential and sensitive information.
- Ability to cross-train in other areas in the department.
- Ability to follow instructions and to work independently with minimal supervision.
- Ability to handle irate customers with tact and professionalism.
- Ability to make mathematical calculations rapidly and accurately.
- Ability to operate standard office equipment (including personal computers, printers, calculator, fax machine, typewriter and copy machines).
- Ability to perform essential functions.
- Ability to prioritize competing deadlines and priorities.
- Ability to process a high volume of records with a high degree of accuracy and attention to detail.
- Ability to produce written documents with clearly organized thoughts using proper English sentence structure, punctuation and grammar.
- Ability to quickly research and gain knowledge of State and Federal laws on various Human Resources and employee records independently.
- Ability to work with a team.
- Ability to work with confidential and highly sensitive information and ability to be discrete and protect confidential documents and information in a busy work area.

Education and/or Experience:

- Bachelor's Degree
- One (1) year of related experience.
- Or any equivalent combination of education, training, and experience that provides the required knowledge, skills, and abilities to successfully perform the essential functions and job responsibilities of this position may be considered.

Additional Requirements:

- Strong work history of dependability and performance.
- Experience with similar essential functions.
- Strong background record required, due to accessibility to employee and city records and data, and frequent interaction with public.
- Competency with HRIS or similar systems is highly preferred.
- Current driver’s license for city related errands. Must maintain a strong driving record for city-insurance purposes, and records may be periodically checked by the city.
- Must maintain professional personal demeanor, appearance and work area, to maintain professionalism in greeting the public as the departmental representative.

Job Conditions:

- Job may require occasional overtime or attendance at evening meetings with minimal notice.
- Job requires flexibility in clerical work assigned.
- Must be able to work productively with frequent interruptions.

Physical Capabilities:

- This position’s physical requirements involve sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
- Ability to be mobile to handle boxes of documents and files, operate various office equipment, and perform a high volume of filing.
- Ability to communicate verbally and orally with the public in person and over the telephone.
- Ability to stand/sit for extended periods of time.
- Ability to work on a computer for extended periods of time.
- Must be able to drive.
- Ability to multi-task and work in a stressful environment at times.

Mayor Approval, Date

Department Head Approval, Date

RESOLUTION NO. 2025-048-R

**A RESOLUTION TO CREATE ADDITIONAL CLASSIFICATIONS FOR THE
MADISON POLICE DEPARTMENT**

WHEREAS, the City of Madison’s Parks and Recreation Department believes the creation of a Program Coordinator- Exceptional Needs is needed to meet the needs of the citizens of the City; and

WHEREAS, the City of Madison’s Parks and Recreation Department wishes to create a position titled Program Coordinator- Exceptional Needs with the responsibilities and duties outlined in the job description attached as Exhibit H.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in regular session on this 10th day of February 2025, that the following changes be made to the Parks and Recreation classification plan, to be effective upon the start of the next pay period after the adoption of this Resolution:

Parks and Recreation Updates to Current Classification Plan:

- Program Coordinator- Exceptional Needs – Pay Grade 107

READ, APPROVED, and ADOPTED this ____ day of February 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama

City of Madison

Job Description



Title: Program Coordinator - Exceptional Needs

Department: Recreation

FLSA Status: Non-Exempt

Pay Grade: 107

New Position Position Change Effective Date 2/10/2025

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

The position is responsible for supervising city special events and the city's special needs / populations programs. This position works closely with the Director and Mayor's office to prioritize city and community events. Duties include recruiting, training, planning and evaluation of various community projects. Duties also include planning, promoting, and execution of various recreation activities, special events, and special needs programs.

Essential Functions/Major Responsibilities:

- Develop, implement, organize, coordinate, market, and promote special events.
- Coordinates special events for the Recreation Center, including holiday events (such as Easter Egg Hunt, Christmas Parade, 4th of July events, etc.). To include event schedule, day of events, proper documentation/permits and assuring adequate resources are available for participants. Promote events through appropriate and timely marketing. Coordinating registrations.
- Assists the Mayor's Office with various city special events (including the Madison Street Festival, charity events and other community events).
- Prepares and submits Request for Payment and Purchase Orders for special events, and tracks costs and budgets.
- Represents the Madison Recreation Department and maintains appropriate relationships with area organizations and other departments, community leaders and businesses who may support city events. To include securing support for events through fundraising, sponsorships, and donations.
- Helps develop agendas and leads committee and individual group meetings.
- Promote programs and special events by preparing ads, flyers, posters, displays and articles and press releases for appropriate media. Works with the City Communication Specialist and Mayor's Office for marketing and video production.
- Maintains reports and records for all ongoing contracted programs.

Special Needs / Populations Coordination

- Develops and coordinates city-sponsored special needs events.
- Creates and maintains city-sponsored special needs programs
- Works with other local special needs organizations and boards.
- Make public presentations regarding special needs programs and offerings of the city of Madison
- Stays current with special needs trends and programs suitable for the outreach needs of the community
- Monitor success of programs, following up with volunteers and coordinators regarding the success of the volunteer process.
- Maintains strong relationship with community sources of volunteers.
- Monitors contract program instructors to ensure compliance with service agreements; ensure program compliance.
- Assists in training staff in best practices, improving instruction, managing data, and improving participant performance.
- Attending meetings related to the job scope.
- Arranging and updating contracts for related services

Marketing

- Develop strategic marketing initiatives and activities
- Promote programs and departmental events by preparing ads, flyers, posters, and displays.
- Markets and advertises for departmental events and programs.
- Manages the departmental social media pages in addition to the city website.
- Creates and releases market research for community input on future programming needs.
- Create, maintain, and strengthen the department's overall brand through all media avenues

Secondary Functions:

- Provides backup support/coverage to other Program Coordinators and all positions in department, including clerical and administrative tasks as needed or assigned.
- Performs other related duties as required.

Job Scope:

- Decisions are made within general city policy constraints but also require independent decision-making.
- Responsible for budget preparation for special populations programs and all seasonal special events and various programs.

Supervisory Responsibility:

Contracted program instructors related to the field, volunteer workers, and seasonal staff for special events.

Interpersonal Contacts:

Interact with teams of volunteers, Recreation coworkers, contracted program instructors, and recreational professionals from various cities throughout the State of Alabama, as well as City leaders and community organizations and leaders.

Knowledge, Skills, and Abilities:

- Knowledge of coordinating special public events and volunteer programs.
- Knowledge of parks and recreation programs.
- Skilled at gathering and evaluating input for decision-making.
- Skilled in organization, project management, and prioritization skills.
- Skilled in the use of Microsoft Office products.
- Skilled in written and oral communication and presentation skills.
- Ability to demonstrate sound judgment, creativity, and enthusiasm for the programs.
- Ability to develop and coordinate new events and volunteer groups and committees.
- Ability to develop teams and motivate self and others.
- Ability to handle diverse populations with conflicting needs and expectations. Creating a sense of teamwork.
- Ability to multi-task and work independently on several projects simultaneously.
- Ability to work under pressure and meet strict deadlines.

Education and/or Experience:

- Bachelor's Degree in related field.
- Three (3) years of professional experience in working with Special Needs populations, project or program coordination, and/or marketing.

Additional Requirements:

-

Job Conditions:

- Strong background record required, due to accessibility to employee and city property and contact with children and public.
- Dependability and consistent attendance are required due to program needs.
- Must maintain a strong driving record for city-insurance purposes and record may be periodically checked by the City; and must be able to drive independently.
- Must be able to work varying flexible hours, extended hours, weekend and holidays. May experience frequent interruptions.
- May require work in an environment where there are temperature fluctuations, noise, poor ventilation, dirt, dust, etc.
- May require some travel for state association meetings, conferences or training.
- May be reassigned to other programs by management at any time.

Physical Capabilities:

- Ability to maintain stationary position up to 50 percent of the time.
- Ability to transverse both indoor and outdoor environments, may include inclement weather. May include ascending or descending ladders, hills, or similar.

Program Coordinator - Special Events and Population

- Ability to maintain files.
- Ability to communicate information and ideas so others may understand and exchange information accurately in any situation.
- Ability to move or position items weighing up to 20 pounds.

Mayor Approval, Date

Department Head Approval, Date

RESOLUTION NO. 2025-052-R

A RESOLUTION TO CREATE ADDITIONAL CLASSIFICATION FOR THE MADISON POLICE DEPARTMENT

WHEREAS, the City of Madison’s Police Department believes that the creation of a Property and Evidence Technician is needed to maintain the integrity of evidence by receiving, recording, controlling, and disposing of property and evidence in accordance with statutes; and

WHEREAS, the City of Madison Police Department wishes to create a position entitled Property and Evidence Technician with the responsibilities and duties outlined in the job description attached as Exhibit G.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in regular session on this 10th day of February 2025, that the following changes be made to the Police Department General Classification Plan, to be effective upon the start of the next pay period after the adoption of this Resolution:

Police Department Updates to General Classification Plan:

- Property and Evidence Technician – Pay Grade 104

READ, APPROVED, and ADOPTED this ____ day of February 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison

Job Description

Title: Property and Evidence Technician

Department: Police

FLSA Status: Non-Exempt

Pay Grade: 104

New Position Position Change Effective Date 2/10/2025

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

This is detailed work of average difficulty in receiving, recording, controlling, dispersing and disposal of property and evidence. Work responsibilities include maintaining the integrity of evidence, which may be used in a court of law. The employee may be called to present testimony regarding the integrity of the chain of evidence. Duties are supervised indirectly, and work is checked by regular audits and inspections. Work is performed following prescribed guidelines, laws, and police department rules and regulations.

Essential Functions/Major Responsibilities:

- Receive and record property/evidence from Police Department Personnel and other authorized personnel; safeguards property/evidence and maintains the integrity of the chain of evidence.
- Inform owners and other applicable parties as to the procedure for recovering property; keeps records of such items and any disposition taken through a specialized computer system.
- Interact with citizens in person to return property and perform necessary checks to ensure property can be returned and is returned to the correct person.
- Receive, record and dispose of abandoned, lost or recovered properties using a computer.
- Maintain detailed inventory including such items as narcotics, jewelry, currency, weapons, and numerous household and business properties in the evidence room.
- Research cases, contact case investigators, other police agencies, and submit requests to various courts for case disposition. Regularly compiles items that have reached a certain status for disposal via incineration or through an authorized auction.
- Transport evidence items to other local agencies, the state crime lab, and other locations.
- Require regular and prompt attendance plus the ability to work well with others as a team.

Secondary Functions:

- Perform other related duties as required.

Job Scope:

- Responsible for the day-to-day operation of the property /evidence repository of the agency.

Supervisory Responsibility:

None

Interpersonal Contacts:

- Interact with public, public officials, police officers, other courts, attorneys, prosecution, judges and a variety of other legal entities answering questions, providing information and addressing specific concerns.

Knowledge, Skills, and Abilities:

- Knowledge of the rules and laws governing the receipt, control, disposition, and destruction of evidence and property obtained by the police.
- Knowledge of inventory control procedures and modern office practices.
- Knowledge of safety rules and procedures about processing and storing of hazardous and bio-hazardous materials.
- Knowledge of the proper procedures for safe handling, clearing and storage of various firearms to include pistols, rifles and shotguns.
- Ability to deal tactfully and professionally with the public by telephone and personal contact regarding inquiries concerning stolen, lost, abandoned, or confiscated property/evidence.
- Ability to maintain detailed records regarding the chain of custody of evidence.
- Ability to appear in court when subpoenaed and speak with knowledge and confidence regarding cases.
- Ability to act independently and with good judgment.
- Ability to organize, store, and find multiple items on shelves and racks.
- Ability to use computer programs such as Outlook and Microsoft Office applications.
- Skill in the use and care of a personal computer, scanner, and printer.

Education and/or Experience:

- High school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency.
- Experience as a law enforcement property/evidence clerk or experience in organization and inventory of large amounts of items in a storage room setting is preferred.

Additional Requirements:

- Must possess and maintain a valid Alabama Driver's License.

Job Conditions:

- Work is usually performed in an office/warehouse setting, sometimes without climate control.
- Frequent operation of a City provided vehicle for transporting evidence/property.
- There may be exposure to hazardous narcotics requiring the employee to wear rubber gloves or other personal protective equipment.
- There may be exposure to bio-hazardous material such as blood, semen and saliva.
- Some work areas will frequently have strong odors. Standard personal protective equipment will be provided by the employer.

Physical Capabilities:

- Work is usually sedentary with occasional walking and climbing stairs, reaching, bending, lifting and carrying objects under 50 pounds.
- Work requires the ability to sit and stand for extended periods of time, to operate a computer terminal and to perceive and/or discriminate colors, sounds, depth and texture.
- Work requires the ability to operate a motor vehicle.

Mayor Approval, Date

Department Head Approval, Date

ORDINANCE NO. 2025-059**AN ORDINANCE TO ESTABLISH AND FIX THE SALARIES OF THE
MAYOR AND MEMBERS OF THE CITY COUNCIL FOR THE TERM OF
OFFICE BEGINNING THE FIRST MONDAY OF NOVEMBER 2025**

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

SECTION 1: That the salary of the Mayor of the City of Madison shall be established for the 2025-2029 term beginning on the first Monday of November 2025, at one hundred forty thousand dollars (\$140,000) per year. Cost-of-living adjustments (“COLAs”) for the remaining fiscal years (FY 2026-2027, FY 2027-2028, and FY 2028-2029) will be granted each fiscal year in which regular city employees receive a COLA, not to exceed the same percentage increase that employees receive. Any increases will begin at the beginning of the first full pay period of the fiscal year.

SECTION 2. That the salaries of each of the City Council Members of the City of Madison shall be established for the 2025-2029 term beginning on the first Monday of November 2025, at twenty thousand dollars (\$20,000) per year. COLAs for the remaining fiscal years (FY 2026-2027, FY 2027-2028, and FY 2028-2029) will be granted each fiscal year in which regular city employees receive a COLA, not to exceed the same percentage increase that employees receive. Any increases will start at the beginning of the first full pay period of the fiscal year.

SECTION 3. That the salary of the Council Member elected to serve as President of the City Council shall, in addition to the salary provided in Section 2 of this Ordinance, receive additional compensation in the amount of one hundred fifty dollars (\$150) per pay period for the term of office. Said additional compensation will start with the first full pay period following election as Council President.

SECTION 4. That the Council shall include in each annual budget an amount, in addition to the salaries of the Mayor and Council, for reimbursement of actual expenses that they incur while carrying out the duties of those offices. Claims for reimbursements by the Mayor and members of the Council shall be supported by itemized statements of all expenses incurred. Expenses reimbursed in any fiscal year shall not exceed the amount budgeted.

SECTION 5. In addition to the salaries provided in this Ordinance, the Mayor and City Council members shall also be entitled to the same health insurance and employee assistance plan benefits that full-time employees of the city receive.

SECTION 6. This Ordinance shall be effective on November 3, 2025, and shall be published once in a newspaper of general circulation in the City of Madison following its adoption.

SECTION 7. The provisions of this Ordinance are intended to be severable, and if any one or more thereof should be held invalid by a court of competent jurisdiction for any reason, the rest shall nevertheless stand and be fully effective.

READ, PASSED, AND ADOPTED this ____ day of _____ 2025.

John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____ 2025.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2024-422

**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 December 11, 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:

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

131 FORREST DRIVE

LOT 7, BLOCK 1, RAINBOW SUBDIVISION, 2nd ADDITION, PLAT BOOK 6, PAGE 75

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:

**131 FORREST DRIVE
LOT 7, BLOCK 1, RAINBOW SUBDIVISION, 2nd ADDITION, PLAT BOOK 6, PAGE 75**

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 10th day of February, 2025.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2024-425

**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 December 11, 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:

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

7301 U.S. HIGHWAY 72

LOT 1, BLOCK 1, AND LOT 1, BLOCK 2 OF HUGHES HILL WHICH IS A RESUBDIVISION OF LOTS 15 TO 21 INCLUSIVE, ACCORDING TO THE PLAT OF THE SUBDIVISION OF LANDS LOCATED IN SECTION 26 AND 27, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, OF RECORD IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 1, PAGE 75, AND SAID RESUBDIVISION IS OF RECORD IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA, IN PLAT BOOK 1, PAGE 294.

ALL THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND BEING A PART OF LOT 1, BLOCK 1, ACCORDING TO THE RECORD PLAT OF HUGHES HILLS, A RESUBDIVISION OF TRACT 15 THROUGH 21, INCLUSIVE OF JOHN A. HUGHES AND FRANK CLIFF LANDS, MADISON COUNTY, ALABAMA AS RECORDED IN PLAT BOOK 1, PAGE 294, IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA.

PARTICULARLY DESCRIBED AS BEGINNING AT A 5/8 INCH REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1 ON THE SOUTH RIGHT-OF-WAY MARGIN OF U.S. HIGHWAY NO. 72; THENCE FROM THE POINT OF BEGINNING NORTH 88 DEGREES 15 MINUTES 23 SECONDS EAST ALONG THE SOUTH MARGIN OF SAID U.S. HIGHWAY NO. 72 FOR A DISTANCE ALONG OF 154.65 FEET TO A 3/4 INCH IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 1, SOUTH 02 DEGREES 39 MINUTES 54 SECONDS EAST 400.00 FEET TO A 1/2 INCH REBAR SET; THENCE SOUTH 88 DEGREES 15 MINUTES 41 SECONDS WEST 157.09 FEET TO A 1/2 INCH REBAR SET

ON THE WEST BOUNDARY LINE OF SAID LOT 1; THENCE NORTH 02 DEGREES 18 MINUTES 57 SECONDS WEST 400.00 FEET TO THE POINT OF BEGINNING

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:

7301 U.S. HIGHWAY 72

LOT 1, BLOCK 1, AND LOT 1, BLOCK 2 OF HUGHES HILL WHICH IS A RESUBDIVISION OF LOTS 15 TO 21 INCLUSIVE, ACCORDING TO THE PLAT OF THE SUBDIVISION OF LANDS LOCATED IN SECTION 26 AND 27, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, OF RECORD IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 1, PAGE 75, AND SAID RESUBDIVISION IS OF RECORD IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA, IN PLAT BOOK 1, PAGE 294.

ALL THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND BEING A PART OF LOT 1, BLOCK 1, ACCORDING TO THE RECORD PLAT OF HUGHES HILLS, A RESUBDIVISION OF TRACT 15 THROUGH 21, INCLUSIVE OF JOHN A. HUGHES AND FRANK CLIFF LANDS, MADISON COUNTY, ALABAMA AS RECORDED IN PLAT BOOK 1, PAGE 294, IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA.

PARTICULARLY DESCRIBED AS BEGINNING AT A 5/8 INCH REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1 ON THE SOUTH RIGHT-OF-WAY MARGIN OF U.S. HIGHWAY NO. 72; THENCE FROM THE POINT OF BEGINNING NORTH 88 DEGREES 15 MINUTES 23 SECONDS EAST ALONG THE SOUTH MARGIN OF SAID U.S. HIGHWAY NO. 72 FOR A DISTANCE ALONG OF 154.65 FEET TO A 3/4 INCH IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 1, SOUTH 02 DEGREES 39 MINUTES 54 SECONDS EAST 400.00 FEET TO A 1/2 INCH REBAR SET; THENCE SOUTH 88 DEGREES 15 MINUTES 41 SECONDS WEST 157.09 FEET TO A 1/2 INCH REBAR SET ON THE WEST BOUNDARY LINE OF SAID LOT 1; THENCE NORTH 02 DEGREES 18 MINUTES 57 SECONDS WEST 400.00 FEET TO THE POINT OF BEGINNING

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 10th day of February 2025.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-045-R**A RESOLUTION APPROVING SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT WITH DILTINA DEVELOPMENT
CORPORATION & SOUTHERN LATITUDE INVESTMENTS, LLC**

WHEREAS, on January 13, 2020, the City Council of the City of Madison, Alabama, adopted Resolution Number 2020-01-R authorizing a development agreement (“Agreement”) with Diltina Development Corporation and Southern Latitude Investments, LLC, (collectively the “Developer”), for the construction of a residential development, preservation of publicly accessible green space, and dedication of public right of way located on approximately 81 acres of land owned by Developer and located in the City of Madison; and

WHEREAS, on December 18, 2020, the City Council of the City of Madison, Alabama, adopted Resolution Number 2020-285-R approving the first amendment to the Agreement; and

WHEREAS, the Developer intends to purchase approximately 37 additional acres of land bordering the development project described in the Agreement, and pursuant to the City’s Growth Policy for Residential Development (Resolution No. 2018-360-R), has proposed Residential Cluster zoning for the additional property, as well as a phasing schedule for residential construction, preservation of green space, and dedication of land for future public right-of-way;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the Second Amendment to the Development Agreement (“Amendment”) and that the City Clerk-Treasurer is hereby authorized to appropriately attest the Amendment; 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 and Amendment 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 10th day of February, 2025.

Resolution 2025-045-R

Page 1 of 2

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 10th day of February 10, 2025.

Paul Finley, Mayor
City of Madison, Alabama

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (this "Agreement") is made and entered into on and as of this ___, day of February, 2025 (the "Effective Date"), by and between THE CITY OF MADISON, Alabama, a municipal corporation organized under the laws of the State of Alabama (the "City"), and DILTINA DEVELOPMENT CORPORATION, an Alabama Corporation, and its respective successors and assigns ("Developer", "Owner", and "Builder" and collectively the "Company"). The City, the Company are herein referred to collectively from time to time as the "Parties" and individually, from time to time, as a "Party."

WITNESSETH

WHEREAS, the Parties have entered into a Development Agreement dated February 18, 2020, as amended by that certain Amendment to Development Agreement dated December 18, 2020 to provide for the phasing of and provision of green space within the Bellawoods Subdivision (the "Development"); and

WHEREAS, the Company has an agreement to purchase an additional approximately 37 acres to add to the Development, and the Planning Commission of the City of Madison, in accordance with the West Side Master Plan, and after proper and timely notice and public hearing at its December 19, 2024 meeting, recommended approval of the Company and Owner's request to rezone the 37 acres more or less, of additional Property from the current Agricultural (AG) zoning designation to the Residential Cluster Zoning District No. 2 (RC-2); and

WHEREAS, the Developer has proposed to incorporate an additional 37 acres into the phasing schedule in the Development Agreement so that the total Development will contain no more than 296 residential lots, with a minimum of twenty six percent (26%) of the Subdivision set aside for park land, walking trails, and/or green space accessible to the public; and

WHEREAS, the Developer will dedicate approximately two acres for right-of-way for the extensions of Henderson Road and widening of Huntsville-Browns Ferry Road; and

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Section 1.1(a) is hereby amended as follows:

The Development shall consist of approximately 156 acres of real property, more or less, said Property being more particularly described in Exhibit A, Exhibit A2, Exhibit A3, and Exhibit A4 attached hereto, which will be subdivided and developed into a residential subdivision for single-family detached homes. The Development is expected to contain no more than 296 residential lots (each a "Lot," collectively, the "Lots").

- 2. Section 1.1(c) is hereby amended as follows:

- (1) Company shall provide statutory warranty deeds in form and content reasonably acceptable to the City and the Company to dedicate: (a) public right-of-way along the north margin of the existing public right-of-way of Huntsville-Browns Ferry Road as depicted in Exhibits C and A3 such that up to sixty (60) feet of right-of-way is provided from centerline, as determined by the City of Madison Engineering Department, and (b) public right-of-way along the east side

of the project for the future extension of Henderson Drive as depicted in Exhibit A3 such that up to thirty (30) feet of right-of-way is provided.

- (2) In the event that the Company acquires and dedicates sufficient land for the right-of-way (up to 60 feet) for the future extension of Henderson Lane along the east side of the project from the owner of the adjacent property, as of the date hereof being a portion of certain real property described as Parcel ID 44-09-07-36-0-000-007.001 owned by First Bible Church of Decatur Inc. (the "First Bible Church Parcel"), the Company shall not be required to dedicate the full thirty (30) feet of public right-of-way described in the preceding subsection (c)(1). However, Company acknowledges that the proper alignment of the future extension of Henderson Road may require a portion of the dedication described in subsection (c)(1), and the City agrees that any required dedication would be kept to the minimum necessary to meet Engineering road design standards.
- (3) The City will use its best efforts to acquire the necessary public right-of-way on a portion of the adjacent property, as of the date hereof being certain real property described as Parcel ID 44-09-07-35-0-000-001.005, owned by Reality 9, LLC and/or BAPS Huntsville, Inc (the "Reality 9 Parcel") and/or Parcel ID 44-09-07-36-0-000-006.001 owned by BAPS Huntsville, LLC (the "BAPS Parcel"), to connect Henderson Drive to the Company's provided public right-of-way (whether on the Property or successfully acquired from the First Bible Church Parcel) for the purposes of implementing a capital improvement project to construct Henderson Road as identified in the City's master plans.

3. Section 1.2 is hereby amended as follows:

Plans and Specifications for Development Site. The Company shall cause to be prepared, at its sole cost and expense, plans, bid quantities and specifications for the development and construction of the Development Site (the "Preliminary Plans and Specifications") to be in general accordance with Exhibit A3 attached hereto and incorporated herein. The Company shall submit the Preliminary Plans and Specifications to the Planning Commission for approval, which approval process of fully acceptable construction plans shall be conducted and occur in general accordance with the Planning Commission's standard and typical approval process. If the Preliminary Plans and Specifications are not acceptable to the City, the City shall notify the Company in writing of those matters or items that are not acceptable, and the Company shall revise and modify the same, at its sole cost and expense, until definitive plans and specifications can be agreed upon between the Parties and delivered to the City (the definitive plans and specifications being herein called the "Final Improvement Plans and Specifications").

4. Exhibits.

(a) Exhibit A3 of the Agreement is hereby deleted in its entirety and replaced with Exhibit A3 attached hereto.

(b) Exhibit A4 attached hereto is hereby added and amended as depicted on Exhibit A4 attached hereto, and is incorporated into the Agreement as if set forth therein.

5. Contingencies. This Amendment is contingent upon (1) the successful closing of the purchase of the Property by Company, (2) Planning Commission approval the layout plat of the Property necessary to accommodate the development contemplated herein, (3) Approval and publication of an ordinance authorizing re- zoning of the Property, and (4) City Council approval of this Agreement.

6. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Agreement for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the parties hereto that would require the waiver or consent of the parties hereto.

7. Representations and Warranties. The parties hereby represents and warrant to each other (before and after giving effect to this Amendment) that:

(a) Each party has the corporate power and authority, and the legal right, to execute, deliver, and perform its obligations under this Amendment and the Agreement.

(b) Each party has taken all necessary corporate action to authorize the execution, delivery and performance of this Amendment.

(c) No consent or authorization of, filing with, notice to or other act by, or in respect of, any governmental authority or any other person is required in connection with this Amendment, the execution, delivery, performance, validity or enforceability of this Amendment, or the performance, validity or enforceability of the Agreement, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect.

(d) This Amendment has been duly executed and delivered on behalf of each party. This Amendment and the Agreement constitute the legal, valid and binding obligations of each party and are enforceable against in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(e) No event of default has occurred and is continuing under the Agreement as of the date of this Amendment.

(f) Each party has performed in all material respects all agreements and satisfied all conditions of the Agreement.

8. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns.

9. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Alabama.

10. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

11. Severability. If any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision was not contained herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed and delivered on its behalf by its duly authorized officer, on and as of the Effective Date.

THE CITY OF MADISON

By: _____
Paul Finley, Mayor

Attest:

By: _____
Lisa D. Thomas
City Clerk-Treasurer

STATE OF ALABAMA §

COUNTY OF MADISON §

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

Given under my hand and official seal this ___ day of February, 2025.

Notary Public

COMPANY:

DILTINA DEVELOPMENT CORPORATION

By: _____
Alex Maxwell, Vice President

STATE OF ALABAMA §

COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for the said County in said State, hereby certify that Alex Maxwell, whose name as Vice President of Diltina Development Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this ___ day of February, 2025.

Notary Public

OWNER:

By: _____

Name:

Its: Member

STATE OF ALABAMA §

§

COUNTY OF MADISON §

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

Given under my hand and official seal this __ day of February, 2025.

Notary Public

EXHIBIT A4

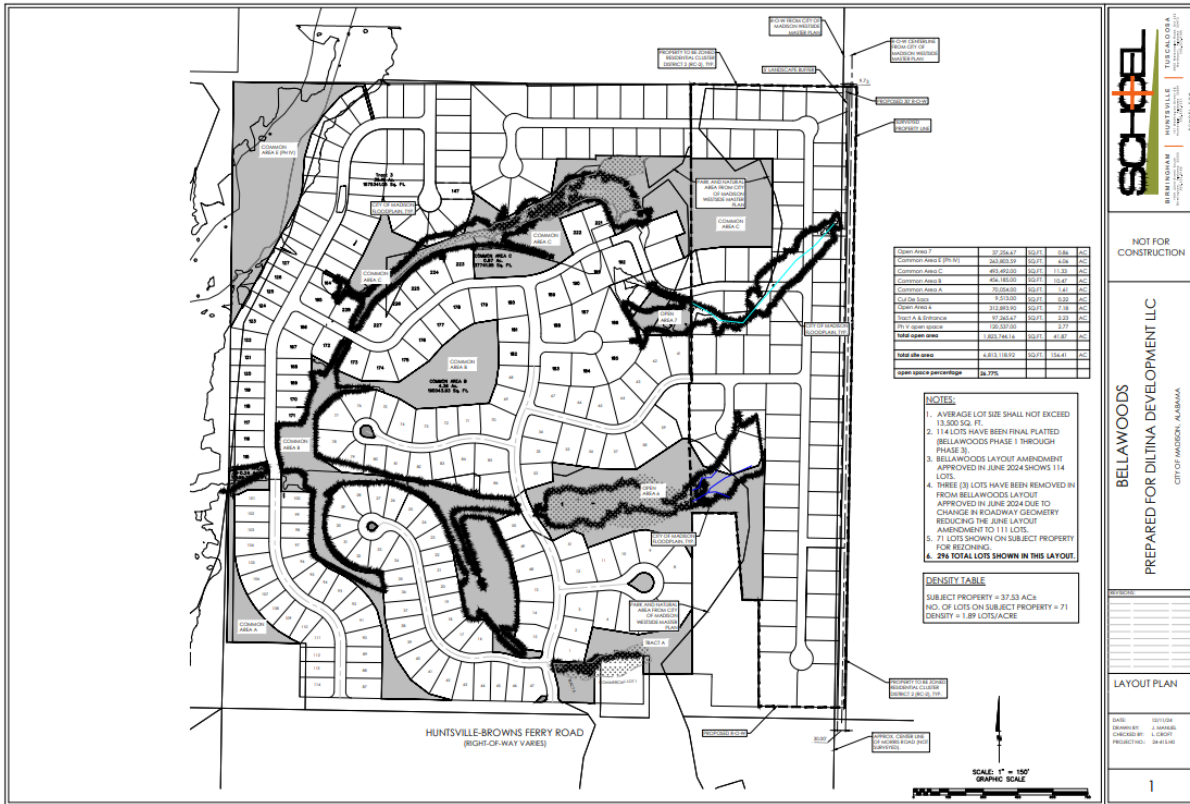
The Land referred to herein below is situated in the County of Limestone, State of Alabama and is described as follows:

Forty acres evenly off of the East Side of that certain 120 acre tract particularly described as the East one-half of the Southeast Quarter and the East one-half of the West one-half of the Southeast Quarter, all in Section 35, Township 3 South, Range 3 West, except one acre owned by the Oakland Church, and also LESS AND EXCEPT THEREFROM the following two tracts:

EXCEPTED TRACT ONE: A tract or parcel of land lying in the Southeast Quarter of the Southeast Quarter of Section 35, Township 3 South, Range 3 West, Limestone County, State of Alabama, and more particularly described as follows: Begin at the Southeast corner of Section 35, Township 3 South, Range 3 West, Limestone County, Alabama, and run thence North 89 degrees 35 minutes 08 second West along the South boundary of said Section 35 a distance of 382.02 feet to a point; thence North 00 degrees 07 minutes 11 seconds West a distance of 30.00 feet to an iron pin on the North right of way margin of the Huntsville Brownsferry Road and the true point of beginning of the tract herein described; thence from the true point of beginning continue North 00 degrees 07 minutes 11 seconds West a distance of 419.07 feet to an iron pin; thence North 89 degrees 35 minutes 08 seconds West a distance of 63.79 feet to an iron pin; thence North 04 degrees 27 minutes 55 seconds West a distance of 439.47 feet to an iron pin; thence South 89 degrees 35 minutes 08 seconds East a distance of 254.35 feet to an iron pin; thence South 00 degrees 24 minutes 52 seconds West a distance of 856.94 feet to an iron pin; thence North 89 degrees 35 minutes 08 seconds West along the North right of way margin of Huntsville Brownsferry Road to the true point of beginning, lying and being within the Southeast Quarter of the Southeast Quarter of Section 35, Township 3 South, Range 3 West, Limestone County, Alabama, and containing 3.8237 acres, more or less.

EXCEPTED TRACT TWO: A tract or parcel lying and being within the Southeast Quarter of the Southeast Quarter of Section 35, Township 3 South, Range 3 West, Limestone County, Alabama, and being more particularly described as beginning at the Southeast corner of Section 35, Township 3 South, Range 3 West, Limestone County, Alabama, and run thence North 89 degrees 35 minutes 08 seconds West along the South boundary of said Section 35 a distance of 382.02 feet to a point; thence North 00 degrees 24 minutes 52 seconds East a distance of 30.00 feet to an iron pin on the North right of way margin of the Huntsville-Browns Ferry Road and the true point of beginning of the tract herein described; thence from the true point of beginning North 89 degrees 35 minutes 08 seconds West along the North right of way margin of the Huntsville-Browns Ferry Road a distance of 198.64 feet to an iron pin; thence North 07 degrees 57 minutes 52 seconds West a distance of 168.87 feet to an iron pin; thence South 88 degrees 51 minutes 50 seconds West a distance of 65.02 feet to an iron pin; thence North 00 degrees 07 minutes 11 seconds West a distance of 691.66 feet to an iron pin; thence South 89 degrees 35 minutes 08 seconds East a distance of 189.62 feet to an iron pin; thence South 04 degrees 27 minutes 55 seconds East a distance of 439.47 feet to an iron pin; thence South 89 degrees 35 minutes 08 seconds East a distance of 63.79 feet to an iron pin; thence South 00 degrees 07 minutes 11 seconds West a distance of 419.07 feet to the true point of beginning, lying and being within the Southeast Quarter of the Southeast Quarter of Section 35, Township 3 South, Range 3 West, Limestone County, Alabama, and containing 4.5394 acres, more or less.

EXHIBIT A3



RESOLUTION NO. 2025-046-R

**A RESOLUTION APPROVING FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT WITH DAVIDSON HOMES, LLC &
SECOND WIND LAND COMPANY, LLC**

WHEREAS, on September 23, 2024, the City Council of the City of Madison, Alabama, adopted Resolution Number 2024-314-R authorizing a development agreement (“Agreement”) with Davidson Homes, LLC, and Second Wind Land Company, LLC, (collectively the “Developer”), for the construction of a residential development and preservation of publicly accessible green space located on approximately 89 acres of land owned by Lilyland Holdings, LLC, and located in the City of Madison; and

WHEREAS, the Developer has modified the project to reduce the number of units and increase the amount of open space, and pursuant to the City’s Growth Policy for Residential Development (Resolution No. 2018-360-R), continues to propose Residential Cluster zoning for the property, as well as a phasing schedule for residential construction, and preservation of approximately thirty-one acres of green space;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the First Amendment to the Development Agreement (“Amendment”) and that the City Clerk-Treasurer is hereby authorized to appropriately attest the Amendment; 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 and Amendment to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of February, 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

Resolution No. 2025-046-R

Page 1 of 2

ATTEST:

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

APPROVED this 10th day of February, 2025.

Paul Finley, Mayor
City of Madison, Alabama

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (this "Amendment") is made and entered into on and as of this ___ day of _____, 2025 (the "Effective Date"), by and between THE CITY OF MADISON, Alabama, a municipal corporation organized under the laws of the State of Alabama (the "City"), and Davidson Homes, LLC, an Alabama Limited Liability Company, and its respective successors and assigns (both "Developer" and "Builder" and collectively the "Company"), and Second Wind Land Company, LLC, an Alabama Limited Liability Company, (collectively referred to as "seller", who currently has an underlying contract to purchase from the current owner, Lily Landholdings, LLC) The City, the Company, and seller are herein referred to collectively from time to time as the "Parties" and individually, from time to time, as a "Party."

WITNESSETH

WHEREAS, the Parties have entered into a Development Agreement dated September 26, 2024 (the "Agreement") to provide for the phasing of units and provision of green space within the proposed Madison Heights Subdivision (the "Development"); and

WHEREAS, the Agreement referenced a specific Ordinance number that has been superseded by subsequent City Council action; and

WHEREAS, the Company has modified the plans to reduce the number of units to contain no more than 190 residential lots and has increased the open space to a minimum of thirty-one percent (31%) of the subdivision set aside for detention, open space, walking trails and/or green space accessible to the public; and

WHEREAS, the parties agree that the phasing of the Development and the allocation of the Green Space described in this Agreement will promote the health, safety, and welfare of the City and its residents;

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Section 1.1(a) is hereby amended as follows:

The Development shall consist of approximately 89.27 acres of real property, more or less, said Property being more particularly described in Exhibit A to the Agreement, which will be subdivided and developed into a residential subdivision for single-family detached homes. The Development is expected to contain no more than 190 residential lots (each a "Lot", collectively, the "Lots") as depicted in revised Exhibit B, attached hereto.

2. Section 1.1(b) is hereby amended as follows:

Company shall set aside and preserve public access to a minimum of thirty-one (31%) of the Development Site for detention use, park use, walking trails, general green space, or any combination thereof ("Open Space") as depicted in Exhibit B. When the "Company" records the first final plat for the Development, Company shall provide a public access easement or conservation easement for the Open Space designated by that final plat, in form and content acceptable to the City. In coordination with the City, Company shall develop or improve the walking trails and Open Space within each phase of the Development before the next phase of the Development begins.

3. Section 1.3 (b) is hereby amended as follows:

Commencement of the Development. Pursuant to the Phasing Schedule, the Company will cause commencement of development of the lots to begin in 2025 and shall not apply for Certificates of Occupancy until 2026.

4. Section 5.16 is hereby amended as follows:

Contingencies. This Development Agreement is contingent upon (1) the successful closing of the purchase of the Property by the Company, (2) Planning Commission approval the layout plat of the Property necessary to accommodate the development contemplated herein, (3) Approval and publication of an ordinance authorizing re- zoning of the Property, and (4) City Council approval of this Agreement.

5. Exhibit B is hereby updated as depicted on the exhibit attached to this Amendment, and is incorporated into the Agreement as if set forth herein.

6. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Agreement for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the parties hereto that would require the waiver or consent of the parties hereto.

7. Representations and Warranties. The parties hereby represents and warrant to each other (before and after giving effect to this Amendment) that:

(a) Each party has the corporate power and authority, and the legal right, to execute, deliver, and perform its obligations under this Amendment and the Agreement.

(b) Each party has taken all necessary corporate action to authorize the execution, delivery and performance of this Amendment.

(c) No consent or authorization of, filing with, notice to or other act by, or in respect of, any governmental authority or any other person is required in connection with this Amendment, the execution, delivery, performance, validity or enforceability of this Amendment, or the performance, validity or enforceability of the Agreement, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect.

(d) This Amendment has been duly executed and delivered on behalf of each party. This Amendment and the Agreement constitute the legal, valid and binding obligations of each party and are enforceable against in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(e) No event of default has occurred and is continuing under the Agreement as of the date of this Amendment.

(f) Each party has performed in all material respects all agreements and satisfied all conditions of the Agreement.

8. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns.

9. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Alabama.

10. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

11. Severability. If any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision was not contained herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed and delivered on its behalf by its duly authorized officer, on and as of the Effective Date.

THE CITY OF MADISON

By: _____
Paul Finley, Mayor

Attest:

By: _____
Lisa D. Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this ____ day of _____, 2025.

Notary Public

SELLER: Second Wind Land Company, LLC
Who has an underlying contract to purchase from
Current owner, Lily Landholdings, LLC

By: _____

It's: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for the said County in said State, hereby certify that _____, whose name as Member of Second Wind Land Company, LLC is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the _____ day of _____ 2025.

NOTARY PUBLIC

COMPANY: DAVIDSON HOMES, LLC

By: _____

It's: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as Member of DAVIDSON HOMES, LLC is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the _____ day of _____ 2025.

NOTARY PUBLIC

EXHIBIT B

DAVIDSON HOMES

MADISON HEIGHTS

MASTER PLAN ILLUSTRATIVE

MADISON, ALABAMA



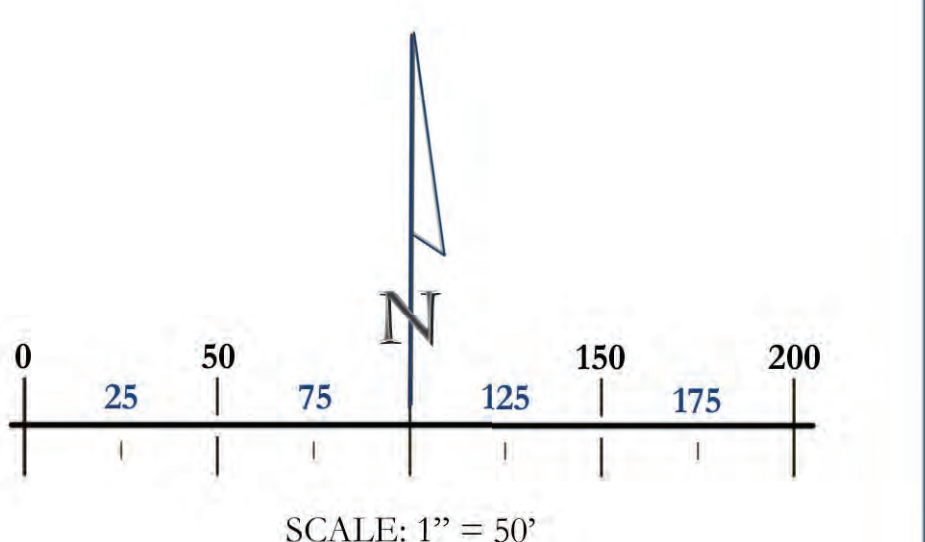
AMENITY LIST

- (A) COMMUNITY PARK**
- OPEN AIR PAVILION, RESTROOMS, OUTDOOR KITCHENETTE, CHILDREN'S PLAYGROUND, OPEN LAWN, MAIL KIOSK, VEHICLE PARKING, TRAIL CONNECTIONS
- (B) POND PARK / WALKING TRAIL**
- BENCHES, TRELLIS, POND, TRAILS
- (C) BOWERS ROAD ENTRANCE**

****WALKABLE NEIGHBORHOODS ARE ESSENTIAL
OVER 50 FEET OF STREET-SIDE SIDEWALKS
AND TRAILS**

AVAILABLE LOT TYPES

	• 60' MIN. WIDTH - 54
	- 60' MIN. WIDTH x 140' MIN. DEPTH
	• 80' MIN. WIDTH - 136
	- 80' MIN. WIDTH x 137' MIN. DEPTH
<hr/>	
	TOTAL - 190
	PHASE 1 - 63 (80' MIN WIDTH) LOTS
	PHASE 2 - 24 (60' MIN WIDTH) LOTS - 38 (80' MIN WIDTH) LOTS
	PHASE 3 - 30 (60' MIN WIDTH) LOTS - 35 (80' MIN WIDTH) LOTS
<hr/>	
	TOTAL - 190 LOTS



RESOLUTION NO. 2025-033-R**RESOLUTION TO AWARD BID NO. 2025-001-ITB
FOR DUBLIN PARK POOL REPAIRS**

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2025-001-ITB for Dublin Park Pool Repairs (herein "the Project"); and

WHEREAS all sealed Bids were timely submitted, opened, and read on or about January 22, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after a complete review and consideration of all Bids submitted, City staff has informed the City Council that Johnson Pools and Construction, Inc., is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **Johnson Pools and Construction, Inc.**, on behalf of the City;

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

SECTION 1. That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to Johnson Pools and Construction, Inc., as the lowest responsible, responsive bidder in the Bid amount of **nineteen thousand three hundred eighty-five dollars (\$19,385.00)**, such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to Johnson Pools and Construction, Inc. of the City's intention to award and are also authorized to proceed with review, completion, and submittal of all contractual matters required by those plans and specifications agreed upon.

SECTION 4: That this award is conditioned upon Johnson Pools and Construction, Inc., completing and submitting to the City such documents, information, and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39, and the Contract contemplated therein.

SECTION 5. That upon request and notification from the appropriate City representatives that the Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama, with Johnson Pools and Construction, Inc., for completion of the Project for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 6: That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Johnson Pools and Construction, Inc. in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED, AND ADOPTED this 10th day of February 2025.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2025.

Paul Finley, Mayor
City of Madison, Alabama



2025-001-ITB / Dublin Park Pool Repair
Issued January 8, 2025

BID TABULATION

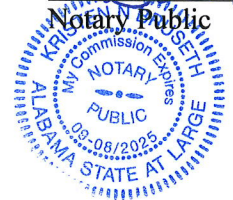
BIDDER NAME	Johnson Pools and Construction	Turchco, LLC	Harrison Gunite Construction Co., Inc.
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y
BID BOND	Y	N	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y
CERTIFICATE OF INSURANCE	N	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y
ACKNOWLEDGED ADDENDUM #1	Y	Y	Y
TOTAL BASE BID	\$19,385.00	\$37,000.00	\$48,925.00

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

Alicia Walden

Alicia Walden
 Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 22nd day of January, 2025.

Kristen D. Brunett
 Notary Public


City of Madison, Alabama
Bid Number: 2025-001-ITB
Project Title: Dublin Park Pool Repairs
Issued: January 8, 2025



BIDDER PRICING SHEET

BIDDER NAME: Johnson Pools and Construction

ADDRESS: 2609 Governors Drive SW

CITY/STATE/ZIP: Huntsville / AL / 35805

Total Project Cost: \$ 19,355

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

1/15/2025
Date

[Signature]
Signature of Authorized Representative