



**Agenda**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**September 23, 2024**

**AGENDA NO. 2024-018-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](http://www.madisonal.gov)) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Pastor Troy Garner of Fellowship of Faith Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-17-RG, dated September 9, 2024

B. Minutes No. 2024-09-WS, dated September 9, 2024

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation by Mayor designating the Month of September 2024 as National Suicide Prevention Month. Proclamation to be presented to Mr. Eric Walker, Board Member of American Foundation for Suicide Prevention Alabama

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and Periodic bills to be paid

- B. **Resolution No. 2024-316-R:** Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 062455 for damage to 2014 Dodge Charger. A loss occurred on the 14th day of August, 2024. The loss upon the best knowledge and belief of insured was caused by a collision. The actual loss and damage to the described automobile was \$2,263.50. The deductible for this loss is \$500.00 resulting in the accepted and full settlement of \$1,763.50.
- C. **Resolution No. 2024-317-R:** Authorizing an agreement with TransUnion Risk and Alternative Data Solutions, Inc. (\$100 monthly to be paid from Court Department budget)
- D. **Resolution No. 2024-319-R:** Authorizing renewal of supplemental insurance (to be paid from General Operating budget)
- E. **Resolution No. 2024-322-R:** Authorizing Amended MARS Agreement with the City of Huntsville (\$2,550.11/month to be paid from the Parks and Recreation Department's budget)
- F. **Resolution No. 2024-325-R:** Authorizing a Subscription Services Agreement with Contruent, LLC, for ProcureWare bid management software in the amount of \$9,915.75 (to be paid from General Services Special Projects)
- G. Authorization of 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. Authorization for the Engineering Department to solicit bids for Project 22-038 Hardiman & Burgreen signal
- I. Authorizing payment of invoice from NextSite, LLC for AlphaMap web-based GIS Software in the amount of \$12,995.00 (to be paid from Planning Department budget)
- J. Acceptance of donation from Madison Industrial Development Board to assist with funding the design of Project No. 24-023 | Royal Drive Extension, Phase 1 (\$75,000 to be deposited into Fund 38).

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**

- A. **Resolution No. 2024-315-R:** Authorizing the archiving of the September 9, 2024 City Council Work Session

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

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

- A. **Proposed Ordinance No. 2024-232**: Amending Article IV, Section 4-15 of the Zoning Ordinance regarding the Downtown Redevelopment Incentive (DRI) Overlay District (First Reading 8/12/2024)

13. DEPARTMENT REPORTS

**ENGINEERING**

- A. **Proposed Ordinance No. 2024-303**: Vacation of utility and drainage easement located within Lot 2B of Madison Towne Centre Subdivision (First Reading 09/09/2024)

**PLANNING**

- A. **Proposed Ordinance No. 2024-305**: Vacation of utility and drainage easement located within 113 Brydon Circle, Lot 56 of Buckingham Phase Three Subdivision (First Reading)
- B. **Proposed Ordinance No. 2024-312**: Vacation of utility and drainage easement located within 244 Yancy Road, Lot 4 Block 5 of Chickasaw Estates Subdivision (First Reading)
- C. **Resolution No. 2024-314-R**: Approving a Development Agreement between the City of Madison, Alabama and Davidson Homes, LLC, et al. for property located on the west side of Bowers Road, south of Huntsville-Browns Ferry Road
- D. **Resolution No. 2024-283-R**: Setting a Public Hearing on Proposed Resolution No. 2024-284-R; vacating a portion of Lime Quarry Road Right-of-Way (Post Notice by 10/7/2024, Public Hearing 10/14/2024)

**POLICE**

- A. **Resolution No. 2024-313-R**: Authorizing a Memorandum of Understanding with ALEA for participation in the Alabama Drug Enforcement Task Force

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-17-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
SEPTEMBER 09, 2024**

The Madison City Council met in regular session on Monday, September 09, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor John Dees of Crosspointe Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Prosecutor Attorney Tim McFalls, Director of Human Resources Megan Zingarelli, Deputy Revenue Officer Ivon Williams, Director of Building Dustin Riddle, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Finance Director Roger Bellomy, Director of Parks & Recreation Kory Alfred, Deputy Court Clerk Beth Bellomy, Court Magistrate Gladys Williams, Economic External Affairs Officer Traci Gillespie, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Milli Scott, Jim Chamberlain, Billie Goodson

**AMENDMENTS TO AGENDA**

None

**APPROVAL OF MINUTES**

**MINUTES NO. 2024-16-RG DATED AUGUST 26, 2024**



Council Member Shaw moved to approve Minutes No. 2024-16-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

None

**PUBLIC COMMENTS**

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

**JIM CHAMBERLAIN (DISTRICT 7)**

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

- President of Madison Greenways and Trails
- Updates on the work and progress
- Request full funding FY 25 for the Land Trust of North Alabama

**MARGI DALY (DISTRICT 6)**

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

- Objection to Evergreen Consultants
- Equity vs. Equality examples

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

General Operating Account	\$2,082,078.43
Special General Operating Accounts	\$104.50

½ Cent Infrastructure	\$136,208.74
Gasoline Tax & Petroleum Inspection fees	\$45,728.09
TVA Tax	\$2,796.68
Street Repair and Maintenance	\$2,093.85
CIP Bond Accounts	\$1,484,549.13
Library Building Fund	\$8,935.68
Venue Maintenance	\$110,005.94

Regular and periodic bills to be paid

**Resolution No. 2024-306-R:** Authorizing a three-year Software License Subscription renewal agreement with Unico Technology, LLC (\$51,008.76 annually to be paid from IT Department budget)

Authorization of payment of Invoice No. A24176-01, PO 2024-1258 to Grayson Carter & Son Contracting, Inc. for construction for Project 22-036 | Browns Ferry Road and Burgreen Road Roundabout (\$9,192.50 to be paid from Fund 38)

Acceptance of donation of two mobility scooters from Mr. Jeff Little valued at \$3,500 to be placed at Madison Community Center located at 1329 Browns Ferry Road

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

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

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

- Thanked Ballcorps and the Trash Panda Team for everything that’s been done
- Sunshine Oaks updates

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**RESOLUTION NO. 2024-304-R: AUTHORIZING FUNDING FOR AN ADA ACCESSIBLE DOOR FOR THE MADISON LIBRARY (NOT TO EXCEED \$7,700.00 TO BE PAID FROM COUNCIL SPECIAL PROJECTS FUND)**

Council Member Wroblewski moved to approve Resolution No. 2024-304-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 Ranae Bartlett	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

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

- Shared the remembrance of 9/11/2001
- Announced the ceremony and memorial stair climb at Toyota Field at 8 a.m. in remembrance of 09/11

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

No business to report

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

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

- Congratulated the Madison City Bowl winners
- Thanked the employees for their dedication and hard work

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**RESOLUTION NO. 2024 311-R: APPONTING THE CITY ATTORNEY OF THE CITY OF MADISON, ALABAMA**

Council Member Shaw moved to approve Resolution No. 2024-311-R. Council Member Wroblewski seconded. Council Member Shaw asked to appoint Megan Zingarelli as City Attorney since City Attorney Brian Kilgore left the City of Madison. Council Member Denzine voiced her concerns with hiring internally for the city attorney limiting the potential advanced qualifications from outside applicants. Council Member Denzine also asked if there was a

possibility an outside firm could be hired to help with additional guidance and research on contracts, etc. The vote was taken and recorded as follows:

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

Motion carried

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

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

- Announced upcoming work session and shared the 15-minute break information.
- Council members attended key communicator meeting with Madison City Schools, in turn helped Council members understand financial impact to schools.

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Shared information on the upcoming Madison Street Festival
- Madison Visionary Partners is in the process of hiring an executive director
- Madison Visionary Partners added three new board of directors
- 9/11 Remembrance
- Shout out to the Police and Fire department for their hard work on protecting everyone

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

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

No business to report

**BOARD/COMMITTEE APPOINTMENTS**

None

**PUBLIC HEARINGS**

*Speakers and public hearing applicants who wanted to address agenda items listed under this section of the agenda were instructed to reserve their comments for the public hearing. Before or during the Council Meeting they were asked to sign up for the public hearing at which they wanted to address Council by texting the word "COMMENT" to the City's automated SMS system at 938-200-8560 or by filling out a*

card available in the vestibule or from the City Clerk. The project initiator, applicant, owner or agent of the business or property that is the subject of the hearing was allowed to speak for 15 minutes. Residents within the noticed area of the subject property, as well as all other members of the public, were allowed to speak for 5 minutes.

**RESOLUTION NO. 2024-291-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 8135 OLD MADISON PIKE (ASSESSMENT FEE OF \$875.97)**

Council Member Shaw moved to approve Resolution No. 2024-291-R. Council Member Powell seconded. Margi Daly shared her thoughts on the weed lien process. Ms. Daly stated she didn't understand why the city does not have senior advocates. Ms. Daly expressed her concern with some of the citizens being physically unable to address the overgrown weeds. Margi Daly asked for reasoning on the council member's targeting senior citizens and poor people but not developers. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-292-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 22 STONE STREET (ASSESSMENT FEE OF \$574.83)**

Council Member Shaw moved to approve Resolution No. 2024-292-R. Council Member Powell seconded. Council member Denzine asked for clarification on guidelines pertaining to larger tracks of land. Mayor Finley clarified that code enforcement officers go through a process for any property whether its commercial or residential to allow compliance with all prospective properties. Mayor Finley reassured Council Member Denzine that the mentioned properties have went through the entire code enforcement process to be deemed non-compliant. Council Member Seifert asked City Attorney Megan Zingarelli to address and explain the process including the cost and how it's determined. City Attorney Megan Zingarelli explained the process as well as cost. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-293-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 180 DUSTY TRAIL (ASSESSMENT FEE OF \$674.83)**

Council Member Shaw moved to approve Resolution No. 2024-293-R. Council Member Powell seconded. Ms. Margi Daly expressed her concerns with fairness and issues in her neighborhood as well as other developments with high weeds and other complaints. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-294-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 323 PENSION ROW (ASSESSMENT FEE OF \$575.40)**

Council Member Powell moved to approve Resolution No. 2024-294-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried

**RESOLUTION NO. 2024-301-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM ENTICE BAR & GRILL LLC., DOING BUSINESS AS ENTICE BAR & GRILL, FOR THEIR LOCATION AT 8694 MADISON BOULEVARD SUITE J, MADISON, AL 35758**

Council Member Shaw moved to approve Resolution No. 2024-301-R. Council Member Wroblewski seconded. Deputy Revenue Officer Ivon Williams informed Council that this is a new request for this location and added that everything is in order for Council action. Council President Bartlett opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. The vote was taken and recorded as follows:

Council Member Greg Shaw	Aye
Council Member Maura Wroblewski	Aye
Council Member Ranae Bartlett	Aye

Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried

**DEPARTMENTAL REPORTS**

**BUILDING**

**PROPOSED ORDINANCE NO. 2024-276: AMENDING THE CITY OF MADISON CODE OF ORDINANCES BY ADDING CHAPTER 24, ARTICLE 1, SECTION 11 ENTITLED "UNATTENDED RECEPTACLES" (FIRST READING 08/26/2024)**

Council Member Powell moved to approve Proposed Ordinance No. 2024-276. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**COURT**

**PROPOSED ORDINANCE NO. 2024-277: AMENDING THE MUNICIPAL COURT'S SCHEDULE OF FINES TO INCLUDE NEW DISTRACTED DRIVING LAW (FIRST READING 08/26/2024)**

Council Member Wroblewski moved to approve Proposed Ordinance No. 2024-277. Council Member Shaw seconded. Council Member Denzine asked for clarification regarding the description of the distracted driving law. City Prosecutor Tim McFalls explained that it's a secondary violation that is the result of use of handheld devices while committing a traffic infraction. The vote was taken and recorded as follows:

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

Motion carried.

**ENGINEERING**

**RESOLUTION NO. 2024-267-R: AUTHORIZING CONVEYANCE OF APPROXIMATELY 2,890 SQUARE FEET OF PROPERTY FOR RIGHT-OF-WAY ACQUISITION FROM FELICIA REGINA JONES JOHNSON FOR THE MAECILLE ROAD AT SEGERS ROAD INTERSECTION IMPROVEMENT PROJECT (\$5,785.78 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2024-267-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-299-R: AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH GRAYSON CARTER & SON CONTRACTING, INC. FOR PROJECT 22-036 | HUNTSVILLE-BROWNSFERRY ROAD AND BURGREN ROAD ROUNDABOUT FOR 300 LF OF 36-INCH STEEL CASING INSTALLATION AND AN ADDITIONAL 30 DAYS (AMOUNT NOT TO EXCEED \$180,256.40, TO BE PAID FROM FUND 38)**

Council Member Powell moved to approve Resolution No. 2024-299-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2024-303: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 2B OF MADISON TOWNE CENTRE SUBDIVISION (FIRST READING)**

First reading only

**RESOLUTION NO. 2024-300-R: AUTHORIZING ACCEPTANCE OF A PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 2B OF MADISON TOWNE CENTRE SUBDIVISION**



Council Member Powell moved to approve Resolution No. 2024-300-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 Ranae Bartlett	Aye
Council Member Connie Spears	Aye
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**FACILITIES & GROUNDS**

**RESOLUTION NO. 2024-273-R: AUTHORIZING THE MAYOR TO AMEND AN EXISTING PROFESSIONAL SERVICES AGREEMENT WITH AMIRI ENGINEERING CORP. TO PROVIDE SUPPLEMENTAL SUBSURFACE EXPLORATION AND GEOTECHNICAL REPORT TO INCLUDE ROCK CORING AT THE PROPOSED OUTFIELD BUILDING AT TOYOTA FIELD (\$37,255) TO BE PAID FROM MULTI-USE VENUE MAINTENANCE FUND)**

Council Member Shaw moved to approve Resolution No. 2024-273-R. Council Member Spears seconded. Mayor Finley suggested Director of Grounds and Facilities Gerald Smith to explain the purpose of the resolution. Director of Facilities and Grounds Gerald Smith shared that additional borings are needed as well as a track drill for the foundation for support when the base of the building is built. Director of Facilities and Grounds Gerald Smith stated that the foundation of the material that’s in the rock bed may need additional peers or pilings. Council Member Denzine asked for clarification if the subsurface is for a four or six story clubhouse. Director of Finance and Grounds Gerald Smith reiterated that the foundation would support at least a four-story building with the potential of additional levels being added. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-307-R: AUTHORIZING AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR PROFESSIONAL SERVICES NEEDED TO PROVIDE AN EARLY RELEASE PACKAGE | DEMOLITION AND EXCAVATION AT TOYOTA FIELD (\$30,700 TO BE PAID FROM MULTI-USE VENUE MAINTENANCE FUND)**

Council Member Spears moved to approve Resolution No. 2024-307-R. Council Member Powell seconded. Council Member Denzine asked what this involved. Director of

Facilities and Grounds Gerald Smith explained that is the drawing package for doing the demo work and to get ready to build whichever package the city decides to move forward with. He shared that there are irrigation lines, water lines, concrete steps and retaining walls that require demos to get low enough to build the building back up to keep the project moving forward until final pricing and approval for construction drawings. The vote was taken and recorded as follows:

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

Motion carried.

**HUMAN RESOURCES**

**PROPOSED ORDINANCE NO. 2024-241: AMENDING SECTION 12, "COMPENSATION AND BENEFITS," OF THE CITY OF MADISON'S PERSONNEL POLICIES AND PROCEDURES (FIRST READING 08/26/24)**

Council Member Spears moved to approve amendment to remove section five of Proposed Ordinance No. 2024-241. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2024-241: AMENDING SECTION 12, "COMPENSATION AND BENEFITS," OF THE CITY OF MADISON'S PERSONNEL POLICIES AND PROCEDURES (FIRST READING 08/26/24)**

Council Member Spears moved to approve Proposed Ordinance No. 2024-241. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RECREATION**

**RESOLUTION NO. 2024-275-R: AUTHORIZING A MONTH-TO-MONTH AGREEMENT WITH THE CITY OF HUNTSVILLE FOR SCHEDULING AND DISPATCH SERVICES FOR MARS (TO BE PAID FROM RECREATION DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution 2024-275-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

None

**ADJOURNMENT**

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

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

Motion carried.

The meeting was adjourned at 7:04 p.m.

Minutes No. 2024-17-RG, dated September 9<sup>th</sup>, 2024, read, approved and adopted this September 23<sup>rd</sup> day of September 2024.

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

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

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

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

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

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

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

Concur:

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

Attest:

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

\_\_\_\_\_  
Kerri Sulyma  
Recording Secretary



**MINUTES NO. 2024-09-WS  
PUBLIC WORK SESSION OF THE CITY COUNCIL  
OF THE CITY OF MADISON, ALABAMA  
September 9, 2024**

The Madison City Council met for a public work session on Monday, September 9, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 7:24 p.m. by Council President Ranae Bartlett.

**The following elected officials were in attendance:**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Deputy Revenue Officer Ivon Williams, Assistant City Attorney Tim McFalls, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Deputy Court Clerk Beth Bellomy, Finance Director Roger Bellomy, Fire Chief David Bailey, City Engineer Michael Johnson Parks and Recreation Director Kory Alfred, Facilities Director Gerald Smith, Police Chief Johnny Gandy, Police Captain Mike Allen, Human Resources Director Megan Zingarelli, and Director of Development Services Marybeth Broeren.

**Revenue Budget**

Council Member Connie Spears opened by giving an update on the budget. She stated that the sales tax revenue has not been growing this current fiscal year as it had been, and that was considered with this proposed budget. While reviewing the budget, Council Member John Seifert questioned the budget for the Animal Facility and his concerns over going over budget. Police Chief, Johnny Gandy explained they feel the forecasted budget will be a sufficient amount for the next fiscal year.

**Key Details of Budget**

- Overtime numbers will continue to decrease with the Police Department
- City Clerk's budget has a significant increase due to the election being forecasted for next year

- Parks and Recreation Special Projects were presented by Director of Parks and Rec Kory Alfred
- Human Resources has a 4.75% increase in Blue Cross Blue Shield Health Insurance and the City will be covering that expense for employees
- Finance will be hiring someone to take, Director of Finance Roger Bellomy's position six months before his retirement for training, therefore there will be an increase in the salary budget
- Senior Center has a large increase in salaries. More full-time employees were hired, rather than having multiple part-time employees
- Facilities consulting fees have decreased due to hiring more expertise in-house

Council Member Connie Spears suggested that the 88 employees who are already at the appropriate salary compensation or at the maximum salary for their position will not receive the 2.5% increase this fiscal year, because their salaries have previously been adjusted to the appropriate level. Mayor Finley and the Council Members agreed they felt that was fair. There is a mechanism for any employee to appeal, should they think there is an error in the way their salary was calculated.

The budget will be voted on in the Special Called Meeting on Tuesday, September 24<sup>th</sup>

**ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 8:29 p.m.

Minutes No. 2024-09-WS, dated September 09<sup>th</sup>, 2024, read, approved and adopted this 23<sup>rd</sup> day of September 2024.

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

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

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

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

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

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

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

Concur:

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

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

\_\_\_\_\_  
Myranda Staples  
Recording Secretary

**PROCLAMATION**  
**NATIONAL SUICIDE PREVENTION MONTH**

**WHEREAS**, suicide is the 11<sup>th</sup> leading cause of death in the United states, the 2<sup>nd</sup> leading cause of death among individuals between the ages of 10-44; and

**WHEREAS**, in 2022 suicide was the 13<sup>th</sup> leading cause of death in Alabama, and over 49,000 people died by suicide in the United States; and

**WHEREAS**, over 90% of the people who die by suicide have a diagnosable and treatable mental health condition, although often that condition was not recognized or treated; and

**WHEREAS**, organizations such as the American Foundation for Suicide Prevention are dedicated to saving lives and bringing hope to those affected by suicide, through research, education, advocacy and resources for those who have lost someone to suicide or who struggle; and

**WHEREAS**, suicide is recognized as a preventable national and state public health problem and declare suicide prevention to be a priority; encourage initiatives and promote awareness based on the goals contained in the National Strategy for Suicide Prevention

**NOW, THEREFORE,**

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

**SEPTEMBER 2024**

**as**

**NATIONAL SUICIDE PREVENTION MONTH**

in the City of Madison, Alabama and encourage the citizens of this great community to show that they care by supporting the suicide prevention services and programs.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 23<sup>rd</sup> day of September, 2024.

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





SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281261
POLICY NUMBER
October 1, 2023
EFFECTIVE DATE

\$500.00
DEDUCTIBLE
Mike Gardner
AGENT

062455 HM
ADJUSTER FILE NUMBER
062455 HM
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

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

Table with 4 columns: YEAR, MAKE, MODEL, VEHICLE ID NO. Row 1: 2014, Dodge, Charger, 2C3CDXAT0EH155612

DATE OF LOSS CAUSE: A loss occurred on the 14th day of August, 2024, about the hour of 7:48 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by collision.

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

VALUE (If a total loss) WHOLE LOSS DEDUCTIBLE AMOUNT: The actual cash value of above described automobile at the time of said loss ... THE ACTUAL LOSS AND DAMAGE to above described automobile was \$2,263.50 The deductible provision applicable to this loss (\$500.00) SALVAGE (.)

CLAIMED: AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement .... \$1,763.50

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

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

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

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

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

Date: 9/12/2024



SIGNATURE: Paul Finley

Witness: \_\_\_\_\_

Subscribed and sworn to before me this 12th day of September, 2024

SIGNATURE: [Signature] NOTARY PUBLIC

**RESOLUTION NO. 2024-317-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute an Agreement with TransUnion Risk and Alternative Data Solutions, Inc., for search and location software for the Madison Municipal Court, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Pricing Sheet to Pricing Supplement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to TransUnion Risk and Alternative Data Solutions, 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 23<sup>rd</sup> day of September, 2024.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of September, 2024.

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



**PRICING SHEET to Pricing Supplement**

<p><b>“Agency”:</b> <u>Madison Municipal Court</u></p> <p><b>Agency ID:</b> <u>5364631</u></p> <p><b>TRADS Services:</b> TLOxp® Online – Non-Batch Flat Rate – Monthly.</p> <p><b>Effective Date:</b> <u>10/01/2024</u></p> <p><b>Supplement Term:</b> <u>12</u> month(s) without auto renewal.</p>	<p><b>“Monthly Fee”:</b> <u>USD 100.00</u></p> <p><b>“Number of Monthly Transactions”:</b> <u>300</u></p> <p>The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Transactional Overage Pricing. Should Agency not submit the Number of Monthly Transactions, Agency shall not receive a refund of the Monthly Fees paid. Unused Number of Monthly Transactions do not rollover into a subsequent month.</p>
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**INCLUDED SEARCHES AND REPORTS:**

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below (“Excluded Items”), unless checked, in which case, the checked items are included in the Monthly Fee.

<input type="checkbox"/>	TruLookup Social Media Comprehensive Report	<input checked="" type="checkbox"/>	TruLookup Comprehensive Report – Person
<input type="checkbox"/>	TruLookup Motor Vehicle Report	<input checked="" type="checkbox"/>	TruLookup Comprehensive Report – Business
<input type="checkbox"/>	TruLookup Super Reverse Phone Lookup	<input checked="" type="checkbox"/>	TruLookup Address Report
<input checked="" type="checkbox"/>	TruLookup Relationship Mapping	<input checked="" type="checkbox"/>	TruLookup Locate with Assets Report
<input type="checkbox"/>	TruLookup Real-Time Phone Carrier Search	<input checked="" type="checkbox"/>	TruLookup Phone Report
<input type="checkbox"/>	TruLookup Real-Time Incarcerations & Arrests Search		
<input type="checkbox"/>	TruLookup Household Search		TruLookup Predictive Attributes Suite

The Excluded Items are subject to TRADS’ then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency’s data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.

**TRANSACTIONAL OVERAGE PRICING:**

Transactions exceeding the Number of Monthly Transactions are subject to overage pricing (“Transactional Overage Pricing”) at TRADS’ then-current fees and charges on a per Transaction basis, unless specified otherwise below and subject to Agency’s data access rights. Transactional Overage Pricing is in addition to the Monthly Fee.

“Transactions” means any information returned by TRADS in response to a search query (whether in the form of search results or a report).

Agency acknowledges and agrees that Agency’s signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

**Madison Municipal Court** (“Agency”)

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

**Paul Finley**  
Full Name

**Mayor**  
Title

**September**, 2024  
Date Signed

**RESOLUTION NO. 2024-322-R**

**A RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH  
THE CITY OF HUNTSVILLE  
FOR SCHEDULING AND DISPATCH SERVICES FOR MARS**

**WHEREAS**, since the adoption of Resolution 2024-275-R, which authorized a month-to-month agreement with the City of Huntsville for the Madison Assisted Ride System (MARS), the City of Huntsville submitted updates to its pricing schedule for scheduling and dispatch services;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an amended agreement with the City of Huntsville for bus scheduling and dispatch services for MARS (Madison Assisted Ride System), said agreement to replace the agreement adopted by Resolution 2024-275-R, and to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "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 the City of Huntsville 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 23<sup>rd</sup> day of September 2024.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of September 2024

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



STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT

THIS AGREEMENT is effective the 1<sup>st</sup> day of October 2024, between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation (hereinafter "Huntsville"), and the CITY OF MADISON, ALABAMA, a municipal corporation (hereinafter "Madison").

WITNESSETH:

WHEREAS, it serves the public interest of the City of Madison, Alabama, to provide public transportation services to its handicapped and disabled citizens; and

WHEREAS, scheduling and dispatch services are necessary components of such a public transportation system; and

WHEREAS, Huntsville is capable and willing to provide to Madison such necessary scheduling and dispatch services as defined herein;

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. Huntsville shall provide to Madison basic bus scheduling and dispatch services for up to four (4) vehicles operated by Madison for the transportation of Madison citizens who are deemed eligible for such service through an eligibility determination process adopted and administered by Madison. Huntsville shall have no responsibility for eligibility determination, the vehicles, or the routes selected by Madison. This scheduling and dispatch service will occur at a call center that will be made accessible to Madison residents. Call center personnel will assist with trip planning, scheduling, return trip requests, and other questions. Dispatchers will provide a central point of contact for driver questions, problems, and onboard emergencies. They will also dispatch the most appropriate vehicle to provide the transportation service requested. Daily passenger manifests, customer specific instructions, and appointment schedules will be transmitted to Madison vehicles electronically and Madison drivers will have access to driving instructions and way-finding assistance as needed as the through their schedules.

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2. Huntsville will also report to Madison monthly the numbers of trips provided by Madison vehicles as well as additional statistical information reasonably deemed necessary by Madison, including, but not limited to, information regarding miles traveled, passenger service miles, and average trip length.
3. Madison agrees to reimburse Huntsville for the monthly cost of the support and maintenance fees according to the most recent annual contract with Routematch, Resolution # 17-314, as amended. The contracted cost of annual support and maintenance for FY 2025 is nine hundred, fifty-five dollars and thirty-seven cents (\$955.37), which is seventy-nine dollars and sixty-one cents (\$79.61) per month per vehicle. Additionally, for the scheduling and dispatching services to be provided by Huntsville, Madison agrees to pay the monthly sum of two thousand, two hundred and thirty-one dollars and sixty-seven cents (\$2,231.67) for FY 2025. Payments shall be made to Huntsville monthly beginning October 1, 2024.
4. This Agreement shall automatically renew each month after October 1, 2024, unless terminated by either party upon the provision of thirty days (30) days notice to the other party.
5. 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 the employees or other agents of each of the parties shall not be or be deemed to be employees or agents of the other party.
6. Nothing contained herein shall make either party liable for any act or omission committed by any employee or agent of the other party. Further, neither party shall be liable for any death or injury resulting to the other party's employees or agents which occurs during the course of carrying out the terms of this Agreement. In no event shall either party be responsible to the other party for any services or compensation other than the ones defined within this contract.
7. The City of Madison is responsible for outfitting their vehicles with the necessary equipment for automated dispatching through the City of Huntsville's Routematch System to include, but not limited to, automated vehicle location and mobile data terminals. Madison shall use Huntsville's existing installation contractor for the installation of the equipment in order to assure compatibility with Huntsville's systems. Madison shall assure delivery of the necessary equipment to Huntsville's installation contractor. Madison shall be responsible for any damage to the equipment, other than normal wear and tear.

- 8. Neither party to this Agreement shall transfer or assign this Agreement or any of the rights or privileges granted herein.
- 9. This Agreement is subject to the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and year first written above as the duly authorized acts of their respective entities.

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

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

Attest:

\_\_\_\_\_  
Lisa 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 Thomas, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents, they, as such officers and with full authority, executed 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**CITY OF HUNTSVILLE, ALABAMA,  
a municipal Corporation**

By: \_\_\_\_\_  
Tommy Battle, Mayor

ATTEST:

\_\_\_\_\_  
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

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

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**RESOLUTION NO. 2024-325-R**

**A RESOLUTION AUTHORIZING PROCUREMENT SOFTWARE LICENSE  
SUBSCRIPTION RENEWAL WITH CONTRUENT, LLC**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement to renew the annual software license subscription services for ProcureWare bid management software with Contruent, LLC, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as Contruent Subscription Services Agreement and quote dated July 10, 2024, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23<sup>rd</sup> day of September 2024.

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

ATTEST:

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

APPROVED this \_\_\_\_\_ day of September 2024.

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

TO: Jon Howard  
 Admin. Bid Manager and Finance Director  
 City of Madison  
 100 Hughes Rd.  
 Madison, AL 35758 USA

FROM: Maya Sinno

EMAIL: jon.howard@madisonal.gov

EMAIL: Maya.Sinno@carahsoft.com

PHONE: (256) 226-1040

PHONE: (571) 662-3061

TERMS: FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 UEI: DT8KJHZXVJH5  
 Credit Cards: VISA/MasterCard/AMEX  
 Sales Tax May Apply

QUOTE NO: 41541078  
 QUOTE DATE: 07/10/2024  
 QUOTE EXPIRES: 09/30/2024  
 RFQ NO:  
 SHIPPING: ESD  
 TOTAL PRICE: \$9,915.75  
 TOTAL QUOTE: \$9,915.75

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	13221-27-USD	Bid Management Pre-Paid Annual Visa Contruent, LLC - 13221 Start Date: 10/01/2024 End Date: 09/30/2025	\$3,305.25	OM 3	\$9,915.75
SUBTOTAL:					\$9,915.75
TOTAL PRICE:					\$9,915.75
TOTAL QUOTE:					\$9,915.75

## Contruent Subscription Services Agreement

This Subscription Services Agreement (the “**Agreement**”) is entered into and effective as of \_\_\_\_\_ (the “**Effective Date**”) by and between Contruent LLC, an Illinois limited liability company, having its principal place of business at 55 Shuman Blvd, Suite 200, Naperville, IL 60563 (“**Contruent**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, having its principal place of business at \_\_\_\_\_ (“**Customer**”).

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

### 1. Definitions.

**1.1 “Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer entity signing this Agreement. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**1.2 “Consulting Services”** means certain consulting, implementation and technical services provided by Contruent under this Agreement, as described more fully in a Statement of Work.

**1.3 “Contruent Materials”** means any materials that Contruent provides to Customer as part of, or in the course of providing, the Service or the Professional Services. Contruent Materials are Contruent’s Confidential Information, as defined in Section 6. Customer will use the Contruent Materials only as expressly permitted in this Agreement, or the applicable Order Form or Statement of Work.

**1.4 “Customer Data”** means all data and information submitted by or on behalf of Customer to the Service.

**1.5 “Documentation”** means Contruent’s then-current training materials, as updated from time to time, and as may be made accessible from within the Service.

**1.6 “Order Form”** means an ordering document executed by the parties that specifies the Service and certain Professional Services purchased by Customer under this Agreement, and incorporates this Agreement by reference.

**1.7 “Personal Data”** means information relating to an identified or identifiable natural person.

**1.8 “Professional Services”** means Consulting Services as described in the applicable SOW, training services, and Support Services. Professional Services excludes the Service.

**1.9 “Service”** means the online, web-based application provided to Customer by Contruent as set forth in an Order Form. The Service as defined in this Agreement excludes the Professional Services and all Third-Party Applications.

**1.10 “Statement of Work”** or “**SOW**” means a document executed by the parties that describes certain Professional Services purchased by Customer under this Agreement. Each Statement of Work will incorporate this Agreement by reference.

**1.11 “Subscription Term”** means the period identified in the Order Form during which Customer or its Users are authorized to use or access the Service pursuant to the terms set forth in this Agreement, unless earlier terminated as set forth in Section 10. Access to the Service is granted on a per-User basis or as otherwise specified in the applicable Order Form (each, a “**Subscription**”).

**1.12 “Support Services”** means the support services provided by Contruent, available at <https://www.contruent.com/support/>.

**1.13 “Third-Party Applications”** means Web-based, mobile, offline or other software functionality that interoperates with the Service, that is provided by Customer or a third party.

**1.14 “User”** means an individual who is authorized by Customer to use or access the Service and who has been supplied an identification and password by Customer or at Customer’s direction. A User may include Customer’s or Customer’s Affiliates’ employees, consultants, contractors, representatives and agents, excluding any direct competitors of Contruent.

### 2. Service.

**2.1 Provision of Service.** Contruent will make the Service available to Customer pursuant to this Agreement and all Order Forms during the Subscription Term, solely for Customer’s own internal business purposes. Customer agrees that its purchase

# Contruent

of the Service or the Professional Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Contruent with respect to future functionality or features.

**2.2 Additional Users; Add-Ons.** Customer may reassign Subscriptions to new Users who replace former Users who no longer use or have access to the Service. Customer, however, may not allow more than one individual User to share a single Subscription. Additional Subscriptions for the same Service may be added during a Subscription Term at the then-current pricing that applies to the existing Subscriptions, prorated for the portion of the Subscription Term remaining at the time the Subscriptions are added, and any added Subscriptions will terminate on the same date as the underlying Subscriptions. If Customer permits additional Users in excess of the quantity listed on the Order Form to use the Service without paying the applicable User fees in compliance with this Agreement or Order Form, Contruent may invoice Customer, and Customer will pay for the additional Users at the then-current price per User that applies to the existing Subscriptions, as set forth on Customer's then-current Order Form.

**2.3 Customer Affiliates.** Customer Affiliates may purchase and use User subscriptions and Professional Services subject to the terms of this Agreement by executing Order Forms or Statements of Work hereunder that incorporate by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer will be deemed to refer to such Customer Affiliate for purposes of such Order Form or SOW.

### 3. Mutual Rights and Responsibilities.

**3.1 Contruent's Responsibilities.** Contruent will: (i) provide the Service in accordance with laws and government regulations applicable to Contruent's provision of the Service to its customers generally (i.e., without regard for Customer's particular use of the Service), and subject to Customer's and its Users' use of the Service in accordance with this Agreement and the applicable Order Form; (ii) not use or modify the Customer Data except as otherwise set forth in this Agreement; (iii) maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data, in accordance with [Exhibit B](#); (iv) provide Support Services to Customer in accordance with its then-current support policies; and (v) use commercially reasonable efforts to make the Service available in accordance with the service level addendum attached as [Exhibit A](#). Contruent is responsible for the performance of its personnel (including its employees and service providers) and their compliance with Contruent's obligations under this Agreement. Contruent reserves the right to update its security safeguards, support policies and its SLA at any time in its sole discretion provided that any updates will not materially diminish the level of security, support or SLA provided to Customer during the Term in which Contruent updates such policies. Contruent will provide notices directed to its customer base generally by means of a general notice on the Service, or by electronic mail to Customer's administrator e-mail address on record in Contruent's account information.

**3.2 Customer's Responsibilities.** Customer is responsible for all activity that occurs in its User accounts and for its Users' compliance with this Agreement. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Service, and the interoperation of any Third-Party Applications with which Customer uses the Service. Customer and its Users must protect the confidentiality of their passwords and login credentials and Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and will notify Contruent promptly of any such unauthorized access or use. Customer will comply with all applicable laws in using the Service.

**3.3 Data Privacy.** To the extent the Customer Data includes Personal Data that is subject to the data protection laws of the United Kingdom, the European Economic Area, or Switzerland, or the California Consumer Privacy Act, the parties will comply with the terms of a separately executed data processing addendum to be incorporated into this Agreement. Customer will not, and will not permit its Users to, use the Service to send or store Personal Data that is subject to specialized security regimes or contractual handling requirements, including but not limited to credit card information, credit card numbers and magnetic stripe information, social security numbers, driver's license numbers, passport numbers, government issued identification numbers, medical or other health-related information, biometric data, genetic data, financial account information, personally identifiable information collected from children under the age of 13 or from online services directed toward children, real time geo-location data which can identify an individual, or information deemed "sensitive" under applicable law (such as racial or ethnic origin, political opinions, or religious or philosophical beliefs).

**3.4 Third-Party Applications.** Any acquisition by Customer of Third-Party Applications, and any exchange of data between Customer and any Third-Party Applications, is solely between Customer and the applicable Third-Party Applications provider. Contruent does not warrant or support Third-Party Applications unless expressly provided otherwise in an Order Form. Contruent is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by any Third-Party Application or its provider. The Service may contain features designed to interoperate with Third-Party Applications. Contruent cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Service features in a manner acceptable to Contruent.

### 4. Fees and Payment.

**4.1 Fees.** Customer will pay all fees specified in all Order Forms and Statements of Work executed by the parties hereunder. Except as otherwise specified in any Order Form or Statement of Work, all fees are quoted and payable in United States dollars, and payment obligations are non-cancelable. Except as expressly provided in this Agreement, fees paid are non-refundable. Fees for the Service are based on Subscriptions purchased and not actual usage. The number of Subscriptions purchased cannot be decreased during a Subscription Term.

**4.2 Invoicing and Payment.** Except as otherwise specified in an Order Form or Statement of Work, all fees and charges under this Agreement will be invoiced annually in advance and are due net thirty (30) days from the invoice date. Customer agrees to accept invoices via email at the billing contact email address specified in the applicable Order Form, as may be updated by Customer upon prior written notice. Customers located outside of the U.S. will submit payment to Contruent via wire transfer. Customer is responsible for providing complete and accurate billing and contact information to Contruent and notifying Contruent of any changes to such information.

**4.3 Payment Disputes.** Customer will pay all undisputed fees when due. If Customer disputes any part of an invoice in good faith, Customer will provide Contruent with notice and detail of the dispute prior to the invoice due date, and will pay the undisputed portion by the invoice due date. Any payment not received by Contruent by the due date and not subject to a reasonable and good faith dispute may accrue, at Contruent's option, late charges at the lesser of 1.5% of the outstanding balance per month or the maximum rate permitted by law, from the date such payment was due until the date paid. If the Customer's account, after default, is referred to an attorney or collection agency for collection, Customer will pay all of Contruent's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees.

**4.4 Suspension of Service.** If Customer's account is thirty (30) days or more overdue (except for charges then under reasonable and good faith dispute pursuant to Section 4.3), then, following five (5) business days' written notice and opportunity to cure (which notice may be provided via email), in addition to any of its other rights or remedies Contruent may suspend Customer's access to the Service until such amounts are paid in full. In addition, any use of the Service in breach of Section 5.3 (Restrictions) by Customer or its Users that in Contruent's judgment threatens the security, integrity or availability of Contruent's services, may result in immediate suspension of the Service, provided however Contruent will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

**4.5 Taxes.** Contruent's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Contruent's net income or property. If Contruent has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Contruent with a valid tax exemption certificate authorized by the appropriate taxing authority. All payments under this Agreement will be made free and clear and without deduction of Taxes by Customer. If Customer withholds any Taxes, Customer will gross up the payment to Contruent for the amount specified in the Order Form.

## 5. Proprietary Rights.

**5.1 Access to the Service.** Subject to the terms of this Agreement and the applicable Order Form and/or SOW, Contruent grants Customer a nonexclusive, royalty-free, nontransferable right, solely during the Subscription Term: (i) to access and use the Service solely for Customer's internal business purposes and (ii) to use the Contruent Materials solely in conjunction with Customer's authorized use of the Service. Customer will not alter or remove, or permit any third party to alter or remove, any proprietary trademark or copyright markings incorporated in, marked on or affixed to any Contruent Materials.

**5.2 Reservation of Rights.** Except for the limited rights expressly granted to Customer in Section 5.1, Contruent reserves all right, title and interest in and to the Service, the underlying software, the Contruent Materials, and the Professional Services, including all related intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

**5.3 Restrictions.** Customer will not, and will not permit any third party to: (i) modify, copy, display, republish or create derivative works based on the Service or the underlying software; (ii) modify, copy or create derivative works of the Contruent Materials; (iii) frame, scrape, link to or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iv) disassemble, decompile or reverse engineer the Service or the underlying software; (v) access the Service for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes, or to build a competitive product or service or copy any ideas, features, functions or graphics of the Service; (vi) license, sublicense, sell, resell, rent, lease, transfer, assign (except as permitted in Section 11.6), distribute, or time share the Service or Contruent Materials, use the Service or Contruent Materials in a service bureau or outsourcing offering, otherwise commercially exploit or make the Service available to anyone other than Customer's Users, or use the Service for the benefit of anyone other than Customer or its Affiliates; (vii) use the Service for any unlawful purposes,

# Contruent

including to send spam or duplicative or unsolicited messages in violation of applicable laws; (viii) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; (ix) upload to the Service or use the Service to send or store code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, Trojan horses or other malicious code ("**Malicious Code**"); (x) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (xi) conduct any platform monitoring, penetration testing or vulnerability scanning of the Service; (xii) attempt to gain unauthorized access to the Service or its related systems or networks; or (xiii) use the Service in a way that circumvents a contractual usage limit. The Service is not fault-tolerant and is not designed, manufactured or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance, such as, but not limited to, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Service could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). Customer will not use the Service for any High-Risk Activities. Contruent may monitor Customer's use of the Service to confirm Customer's compliance with the terms and conditions in this Agreement.

**5.4 Customer Data.** As between Contruent and Customer, and subject to the limited licenses granted herein, Customer retains ownership of all rights, title and interest in and to all Customer Data. Customer Data is deemed the Confidential Information of Customer under this Agreement. Customer grants Contruent and its applicable service providers a nonexclusive, worldwide, royalty-free license to copy, modify, retain, distribute and disclose, display, and otherwise use Customer Data to provide, maintain and improve the Contruent products and services and associated systems in accordance with this Agreement. If Customer chooses to use a Third-Party Application with a Service, Customer grants Contruent permission to allow the Third-Party Application and its provider to access Customer Data and information about Customer's usage of the Third-Party Application as appropriate for the interoperation of that Third-Party Application with the Service.

**5.5 Feedback and Usage Data.** Customer and its Users may, but are not required to, give Contruent suggestions, enhancement requests, recommendations, comments or other feedback relating to the features, functionality or operation of the Service or the Professional Services ("**Feedback**"). Contruent may use all Feedback freely without restriction or obligation. In addition, Contruent may collect and analyze data and information about the provision, use, and performance of the Service based on Customer's use of the Service ("**Usage Data**"), and Contruent may freely use Usage Data to maintain, improve, and enhance Contruent's products and services without restriction or obligation. Feedback and Usage Data will not include Customer Data or Personal Data, and Contruent will not identify Customer or its Users as the source of Feedback or Usage Data.

**5.6 Federal Government End Use Provisions.** Contruent provides the Service, including related software and technology, for ultimate federal government end use in accordance with the following: The Service consists of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Service will be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

## 6. Confidentiality.

**6.1 Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms and Statements of Work hereunder), the Customer Data, the Service, the Contruent Materials, Contruent's security information, audits and reports, and each party's respective business and marketing plans, technology and technical information, product designs, and business processes. The obligations in this Section 6 will not apply to any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality; (iii) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party; or (iv) is lawfully received from a third party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Contruent services.

**6.2 Confidentiality.** Receiving Party will use at least the same level of care to prevent unauthorized use of the Confidential Information as it uses for its own confidential and proprietary information of like kind, but in no event less than a reasonable standard of care. Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Receiving Party may disclose Confidential Information to its and its Affiliates' personnel auditors, accountants, attorneys, or advisors who have a need to know in order to exercise Receiving Party's rights or perform Receiving Party's obligations under this Agreement and who are



# Contruent

subject to confidentiality obligations at least as protective as those herein. The confidentiality obligations contained in this Section 6 supersede and replace any prior non-disclosure agreement between the parties regarding the subject matter covered by this Agreement.

**6.3 Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it will provide the Disclosing Party with prompt notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**6.4 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the confidentiality protections hereunder, the Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## 7. Warranties and Disclaimers.

**7.1 Warranties.** Each party represents that it has validly entered into this Agreement and has the legal power to do so. Contruent warrants that during the applicable Subscription Term: (a) the Service will perform materially in accordance with the applicable Documentation under normal use and circumstances, (b) except as provided in Section 3.4 (Third-Party Applications), Contruent will not materially decrease the overall functionality of the Service, (c) it will employ then-current, industry-standard measures to test the Service to detect and remediate Malicious Code, and (d) it will perform the Professional Services in a professional and workmanlike manner.

**7.2 Remedies.** Customer's exclusive remedy and Contruent's entire liability for a breach of the warranties set forth in Section 7.1(a), (b) and (c) will be as follows: provided that the non-conformity is not caused by the combination of the Service with any services, hardware, connection, interface, data, or business processes not provided by Contruent, Contruent will correct any material reproducible impairments to the features and functionality in the Service so that it materially conforms to the warranty, and if Contruent is unable to provide such Service as warranted within a commercially reasonable time following receipt of written notice of breach, Customer will be entitled to terminate the applicable Subscription and receive a refund of any prepaid fees applicable to the remaining portion of the Subscription Term following the effective date of termination. Customer's exclusive remedy and Contruent's entire liability for a breach of the warranty set forth in Section 7.1(d) will be as follows: Contruent will re-perform the applicable Professional Services, and if Contruent is unable to perform such Professional Services as warranted within a commercially reasonable time following receipt of written notice of breach, Customer will be entitled to terminate the applicable SOW and recover the portion of the fees paid for the nonconforming Professional Services, provided that Customer discontinues all use of any Contruent Materials delivered under the applicable SOW and upon request certifies that it has done such and has destroyed all copies in Customer's control.

**7.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICE, THE CONTRUENT MATERIALS, AND THE PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND CONTRUENT, ITS AFFILIATES, THIRD PARTY PROVIDERS, AND LICENSORS MAKE NO WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTRUENT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. CONTRUENT IS NOT RESPONSIBLE FOR AND DISCLAIMS ALL LIABILITY RELATED TO DELAYS, DELIVERY FAILURES, INTERCEPTION, ALTERATION, OR OTHER DAMAGE RESULTING FROM MATTERS OUTSIDE OF ITS CONTROL, INCLUDING PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL COMPUTING DEVICES, TRANSMISSION OF ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS, AND THIRD PARTY HOSTING SERVICE PROVIDERS.

## 8. Indemnification.

**8.1 Indemnification by Contruent.** Contruent will defend Customer, at Contruent's expense, against any claim, demand, suit or proceeding (each, a "Claim") made or brought against Customer by a third party alleging that the use of the Service as authorized hereunder infringes a U.S. patent, copyright, or trademark of a third party, and Contruent will indemnify and hold Customer harmless against all damages, attorneys' fees and costs finally awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Contruent, as a result of such Claims. Upon receiving notice of a Claim, Customer will (a) give Contruent prompt written notice of the Claim; (b) give Contruent sole control of the defense and settlement of the Claim (provided that Contruent may not settle any claim unless it unconditionally releases Customer of all liability); and (c) provide to Contruent, at Contruent's expense, all reasonable assistance in the defense or settlement of such Claim. Contruent's indemnification obligation will be offset to the extent its ability to defend or settle a claim is jeopardized by Customer's failure to comply with the preceding sentence. Contruent will have no indemnification obligation for Claims arising from (x) the combination of the Service with any services, hardware, software, interface, data or processes not provided by Contruent if the Service or use thereof would not infringe without such



combination; (y) use of the Service by Customer other than in accordance with this Agreement and the applicable Order Form or SOW; or (z) Customer Data or Third-Party Applications. If the Service is held or likely to be held infringing, Contruent may, in its sole discretion, at no cost to Customer: (i) replace or modify the Service so that it is no longer claimed to infringe, (ii) obtain a license for Customer to continue using the Service in accordance with the Agreement, (iii) replace the Service with a functionally equivalent service; or (iv) terminate Customer's Subscription to the applicable Service and refund any prepaid, unused fees applicable to the remaining portion of the Subscription Term of the applicable Service following the effective date of termination. This Section 8.1 states Contruent's entire liability and Customer's exclusive remedy for any claim of intellectual property infringement.

**8.2 Indemnification by Customer.** Customer will defend Contruent, at Customer's expense, against any Claims made or brought against Contruent by a third party alleging that the Customer Data, or Customer's use of the Service in violation of this Agreement, infringes or otherwise violates a third party's property or privacy rights, or infringes a U.S. patent, copyright, or trademark of a third party, and Customer will indemnify and hold Contruent harmless against all damages, attorneys' fees and costs finally awarded against Contruent by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Customer, as a result of such Claims. Upon receiving notice of a Claim, Contruent will (a) give Customer prompt written notice of the Claim; (b) give Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Contruent of all liability); and (c) provide to Customer, at Customer's expense, all reasonable assistance in the defense or settlement of such Claim. Customer's indemnification obligation will be offset to the extent its ability to defend or settle a claim is jeopardized by Contruent's failure to comply with the preceding sentence.

## 9. Limitation of Liability.

**9.1 Limitation of Liability.** EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS PURSUANT TO SECTION 4, A BREACH OF SECTION 5.3, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8, IN NO EVENT WILL EITHER PARTY'S OR ITS LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER FORM OR SOW IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.

**9.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS LICENSORS FOR ANY LOST PROFITS OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 10. Term and Termination.

**10.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until all Order Forms or SOWs under this Agreement have expired or been terminated.

**10.2 Term of Subscriptions.** Subscriptions commence on the start date specified in the relevant Order Form and continue for the Subscription Term specified therein. Unless a party gives written notice of non-renewal at least thirty (30) days prior to the expiration of the relevant Subscription Term, Subscriptions will automatically renew for a period equal to the initial Subscription Term upon the expiration of the initial Subscription Term or any renewal Subscription Term. Contruent may increase the Subscription fees at the beginning of each Subscription Term or upon any renewal Subscription Term. Notwithstanding any other provision to the contrary, any renewal in which the number of Subscriptions or Subscription Term has decreased from the prior Order Form will result in re-pricing at the then-current per-unit Subscription rate without regard to the prior Subscription Term's per-unit pricing.

**10.3 Termination for Cause.** A party may terminate this Agreement, an Order Form or a Statement of Work for cause: (a) if the other party is in material breach under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such material breach from the non-breaching party; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and such proceeding is not favorably resolved within sixty (60) days.

**10.4 Refund or Payment Upon Termination.** Upon any termination for cause by Customer, Contruent will refund to Customer any prepaid, unused fees applicable to the remaining portion of the Subscription Term following the effective date of termination. Upon any termination for cause by Contruent, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. Termination will not relieve Customer of its obligation to pay any fees accrued or payable to Contruent relating to the Service or the Professional Services prior to the effective date of termination, and Customer will immediately pay to Contruent all such fees upon the effective date of termination.

**10.5 Return and Deletion of Customer Data.** Upon any termination, Customer's right to access or use Customer Data in the Service immediately ceases. Customer may retrieve Customer Data stored in the Service during the Subscription Term using the self-service features of the Service. At termination or expiration of the Subscription Term, if Customer is unable to retrieve Customer Data from the Service, Customer may request in writing that Contruent provide a file of Customer Data then in Contruent's possession or control, in a format to be agreed by both parties, within thirty (30) days after the effective date of termination or expiration. Contruent and Customer will agree on the data format within 3 days of the written request otherwise data will be provided in a .csv file. Contruent will make available to Customer such data file at no charge during the 30-day period following termination or expiration. After such 30-day period, Contruent has no obligation to maintain or provide any Customer Data and will thereafter delete all Customer Data in its production systems, unless legally prohibited; provided, however, Contruent may retain copies of Customer Data solely as part of a routine disaster recovery backup until such time as the disaster recovery backup is destroyed in accordance with Contruent's standard disaster recovery/business continuity processes.

**10.6 Surviving Provisions.** The following provisions will survive any termination or expiration of this Agreement: Sections 1, 4.1, 4.2, 4.3, 4.5, 5.2, 5.3, 5.4, 5.5, 6, 7.2, 7.3, 8, 9, 10.4, 10.5, 10.6, and 11.

## 11. General Provisions.

**11.1 Export Compliance.** The Service and Contruent Materials may be subject to export laws and regulations of the United States and other jurisdictions. Each of Contruent and Customer represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or in violation of any U.S. export law or regulation. Customer and its Users will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business, such as the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce, trade and economic sanctions maintained by the United States Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the United States Department of State.

**11.2 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

**11.3 Notices.** Except as specified in Sections 3.1 and 4.4, all notices required to be sent hereunder will be in writing and will be deemed to have been given upon (i) the date it was delivered by courier, or (ii) if sent by certified mail return receipt requested, on the date received, in each case addressed to the addresses set forth above and, if to Contruent, to the attention of General Counsel, and, if to Customer, to the attention of the signatory of this Agreement, or to such other address or individual as the parties may specify from time to time by written notice to the other party.

**11.4 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**11.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.

**11.6 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and Statements of Work), without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**11.7 Governing Law.** This Agreement and any disputes arising out of or related hereto will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act.

**11.8 Informal Dispute Resolution; Venue; Waiver of Jury Trial.** The parties agree that most disputes can be resolved without resort to litigation. The parties agree to use their best efforts to settle any dispute directly through consultation with each other before initiating a lawsuit. If, after good faith negotiations the parties are unable to resolve the dispute, the parties

# Contruent

agree that any and all disputes arising out of or in any way relating to this Agreement, including without limitation its existence, validity or termination, will be subject to the exclusive jurisdiction of the state and Federal courts located in DuPage County Illinois. Each party hereby consents to the exclusive jurisdiction of such courts and waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**11.9 Force Majeure.** Neither party will be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Contruent's possession or reasonable control, and denial of service attacks (each a "Force Majeure Event"). The party affected will be relieved from its obligations (or part thereof) as long as the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof), it being understood that a Force Majeure Event will not excuse any obligation of Customer to pay invoices due in accordance with the provisions hereof. The party affected will promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure Event with reasonable dispatch. Either party may terminate this Agreement in the event the Force Majeure Event continues for more than forty five (45) days.

**11.10 Publicity.** Either party may reference the name and logo of the other party in lists of customers or vendors. Either party may issue press releases relating to this Agreement with the other party's prior written consent.

**11.11 Compliance with Anti-corruption Laws.** Each party will comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the anti-corruption laws of other countries, to the extent applicable. Each party will not, at any time, directly or indirectly (through a subcontractor or other third party), pay, offer, give, or promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials and employees of state-owned enterprises.

**11.12 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms and Statements of Work, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this agreement, express or implied, except for the representations and warranties expressly set forth in this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form or Statement of Work, the terms of such exhibit, addendum, Order Form or Statement of Work will prevail. No terms or conditions set forth on any Customer purchase order, order documentation or vendor on-boarding process will add to or vary the terms and conditions of this Agreement, and all such terms or conditions will be null and void. Titles and headings of sections of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement.

**11.13 Counterparts.** This Agreement and any Order Form or Statement of Work executed hereunder may be executed by electronically and in counterparts, which taken together will form one legal instrument.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

**CONTRUENT LLC.**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# Contruent

## Exhibit A SERVICE LEVEL ADDENDUM

**A. Availability:** Contruent will make the Service available 99% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[ \left( \frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99\%$$

Where:

- “total” means the total number of minutes for the quarter
- “non-excluded” means downtime that is not excluded
- “excluded” means the following:
  - Planned downtime, which shall be any period for which Contruent or the hosting provider gives at least 8 hours’ notice that the Service will be unavailable.
  - Any period of unavailability lasting 15 minutes or less.
  - Any unavailability caused by circumstances beyond Contruent’s reasonable control, including without limitation, acts or omissions of Customer or its Users, including any failure to comply with the Agreement or the Documentation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Contruent employees), computer or telecommunications or Internet service provider failures or delays, hosting provider failures, delays involving hardware or software not within Contruent’s possession or reasonable control (including Third-Party Applications), and network intrusions or denial of service attacks.

For any partial calendar quarter during which Customer subscribes to the Service, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed. In addition, unavailability of some specific features or functions within the Service, while others remain available, shall not constitute unavailability of the Service so long as the unavailable features or functions are not, in the aggregate, material to the Service as a whole.

Unavailability of the Service will be measured from the time that Customer reports Service unavailability to the Contruent support team at [success@contruent.com](mailto:success@contruent.com) (or such other address as notified by Contruent).

**B. Service Level Credits:** Should Contruent fail to achieve at least 99% availability during any calendar quarter, Contruent shall provide Customer a credit on the next invoice following the term in which such failure occurred. Such credit shall be equal to five percent (5%) of the applicable fees due and payable by Customer for the applicable Services for the affected calendar quarter.

The credits specified in this Section B shall be Contruent’s sole liability and Customer’s exclusive remedy for failure to meet the availability target specified in Section A above.

### C. Reporting and Claims.

To be entitled to the remedies set forth in Section B above, Customer must send an email to [contractandproposals@contruent.com](mailto:contractandproposals@contruent.com) with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number.
- Information with dates and time periods for each instance of downtime during the relevant quarter.
- An explanation of the claim made under Section B, including any relevant calculations.

Claims may be made on a calendar quarter basis only, and must be submitted within 10 days after the end of the calendar quarter in which the incident(s) giving rise to the claim occurred.

All claims will be verified against Contruent’s system records. Should Contruent disagree with any period of downtime claimed by Customer, Contruent will provide to Customer a record of Service Availability for the period in question. Contruent will provide such records only in response to claims made by Customer in good faith.

NextSite LLC

880 Montclair Rd  
 Suite 625  
 Birmingham, AL 35213

**Invoice**

Date	Invoice #
9/16/2024	792

Bill To
City of Madison Mary Beth Broeren 100 Hughes Road Madison, AL 35758

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	AlphaMap Web-based GIS Software to support Retail Recruitment	12,995.00	12,995.00
We appreciate the opportunity to work with you and your community.		<b>Total</b>	\$12,995.00

**RESOLUTION NO. 2024-315-R**

**AUTHORIZING VIDEO RECORDING AND ARCHIVING OF THE  
SEPTEMBER 9, 2024, CITY COUNCIL WORK SESSION**

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

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the September 9, 2024, City Council Work Session shall be archived and made available for subsequent viewing;

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of September 2024.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of September 2024.

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



**ORDINANCE NO. 2024 - 232**

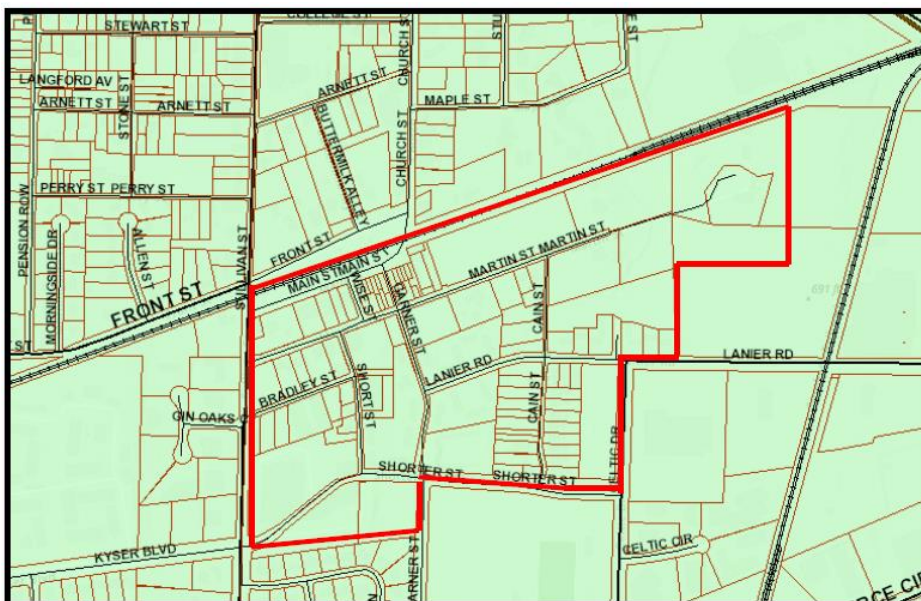
**CITY OF MADISON’S REQUEST TO AMEND THE OFFICIAL ZONING  
ORDINANCE REVISING ARTICLE IV, SECTION 4-15 DOWNTOWN  
REDEVELOPMENT INCENTIVE (DRI) OVERLAY DISTRICT**

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

**SECTION 1.** That the Madison Zoning Ordinance, as last amended, is further amended to read:

**Section 4-15-B Application and Effect**

B. The DRI Overlay District is shown on Figure 1 below and includes all the properties inside the area highlighted in red. Properties in this district wishing to develop pursuant to the regulations for the DRI District must obtain approval of a Specific Development Permit by the Planning Commission. The development standards for the underlying districts remain in effect within the DRI Overlay District except as modified herein and by any development approval issued pursuant thereto. Any project proposing to meet the standards of the underlying district shall not be subject to the provisions of this ordinance unless the developer elects to come under this ordinance voluntarily.



**SECTION 2.** Effective Date. This Ordinance shall become effective upon the final passage and adoption thereof by the City Council of the City of Madison, Alabama, and upon its publication as required by law.

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

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this \_\_\_\_ day of \_\_\_\_\_, 2024.



---

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

**ATTEST:**

---

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

**ORDINANCE NO. 2024-303**

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT  
LOCATED WITHIN LOT 2B OF MADISON TOWNE CENTRE SUBDIVISION INSTRUMENT  
NO. 2006121000848600**

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Madison Market DG, LLC**, requesting the vacation of utility and drainage easement located within Lot 2B of Madison Towne Centre Subdivision and further described as follows:

A Utility and Drainage (Detention) Easement being located across a portion of Lot 2B of A RESUBDIVISION OF LOT 2 OF A RESUBDIVISION OF LOTS 4A AND 4B OF A RESUBDIVISION OF LOT 4A OF A RESUBDIVISION OF LOTS 3 AND 4 OF A RESUBDIVISION OF LOT 1 OF A RESUBDIVISION OF LOT 1 OF A RESUBDIVISION OF LOT 1 OF MADISON TOWNE CENTRE, as recorded in Instrument No. 20061215000848600 in the Office of the Judge of Probate, Madison County, Alabama, said easement also being situated in the Northeast Quarter of Section 9, Township 4 South, Range 2 West, Madison County Alabama, and being more particularly described as follows:

Begin at a found capped rebar stamped Johnson, said point being the Northeast corner of said Lot 2B; thence run South 01 Degrees 56 Minutes 47 Seconds West along the East line of said Lot 2B for a distance of 171.54 feet to a point; thence leaving said East line run North 90 Degrees 00 Minutes 00 Seconds West along the Southerly line of said Utility and Drainage (Detention) Easement for a distance of 98.58 feet to a point; thence run North 00 Degrees 00 Minutes 00 Seconds West along said Southerly line for a distance of 146.15 feet to a point; thence run North 83 Degrees 27 Minutes 01 Seconds West along said Southerly line for a distance of 109.59 feet to a point; thence run North 88 Degrees 03 Minutes 41 Seconds West along said Southerly line for a distance of 47.14 feet to a point; thence leaving said Southerly line run North 01 Degrees 56 Minutes 19 Seconds East for a distance of 20.00 feet to a point on the North line of said Lot 2B; thence run South 88 Degrees 03 Minutes 41 Seconds East along said North line for a distance of 259.87 feet to the Point of Beginning. Said easement contains 21,179 square feet or 0.49 acres more or less.

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

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

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

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of September 2024.

*Ordinance 2024-303  
Vacation of Easement – Lot 2B of Madison Towne Centre  
Page 1 of 2*

---

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

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_\_ day of September 2024.

---

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

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

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

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

A Utility and Drainage (Detention) Easement being located across a portion of Lot 2B of A RESUBDIVISION OF LOT 2 OF A RESUBDIVISION OF LOTS 4A AND 4B OF A RESUBDIVISION OF LOT 4A OF A RESUBDIVISION OF LOTS 3 AND 4 OF A RESUBDIVISION OF LOT 1 OF A RESUBDIVISION OF LOT 1 OF A RESUBDIVISION OF LOT 1 OF MADISON TOWNE CENTRE, as recorded in Instrument No. 20061215000848600 in the Office of the Judge of Probate, Madison County, Alabama, said easement also being situated in the Northeast Quarter of Section 9, Township 4 South, Range 2 West, Madison County Alabama, and being more particularly described as follows:

Begin at a found capped rebar stamped Johnson, said point being the Northeast corner of said Lot 2B; thence run South 01 Degrees 56 Minutes 47 Seconds West along the East line of said Lot 2B for a distance of 171.54 feet to a point; thence leaving said East line run North 90 Degrees 00 Minutes 00 Seconds West along the Southerly line of said Utility and Drainage (Detention) Easement for a distance of 98.58 feet to a point; thence run North 00 Degrees 00 Minutes 00 Seconds West along said Southerly line for a distance of 146.15 feet to a point; thence run North 83 Degrees 27 Minutes 01 Seconds West along said Southerly line for a distance of 109.59 feet to a point; thence run North 88 Degrees 03 Minutes 41 Seconds West along said Southerly line for a distance of 47.14 feet to a point; thence leaving said Southerly line run North 01 Degrees 56 Minutes 19 Seconds East for a distance of 20.00 feet to a point on the North line of said Lot 2B; thence run South 88 Degrees 03 Minutes 41 Seconds East along said North line for a distance of 259.87 feet to the Point of Beginning. Said easement contains 21,179 square feet or 0.49 acres more or less.

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

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_\_ day of September 2024.

*Quitclaim Deed  
Lot 2B of Madison Towne Centre, VOE  
Page 1 of 2*

City of Madison, Alabama,  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Paul Finley, Mayor  
City of Madison, Alabama

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

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

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

Given under my hand this the \_\_\_\_\_ day of September 2024.

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

# EXHIBIT MAP FOR DETENTION EASEMENT VACATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 83°27'01" W	109.59'
L2	N 88°03'41" W	47.14'
L3	N 01°56'19" E	20.00'

## DETENTION EASEMENT VACATION

21,179 Sq. Feet ±  
0.49 Acres ±

PARCEL ID:  
16-02-09-1-001-077.007  
MADISON MARKET DG, LLC  
361 SUMMIT BLVD  
BIRMINGHAM, AL 35243

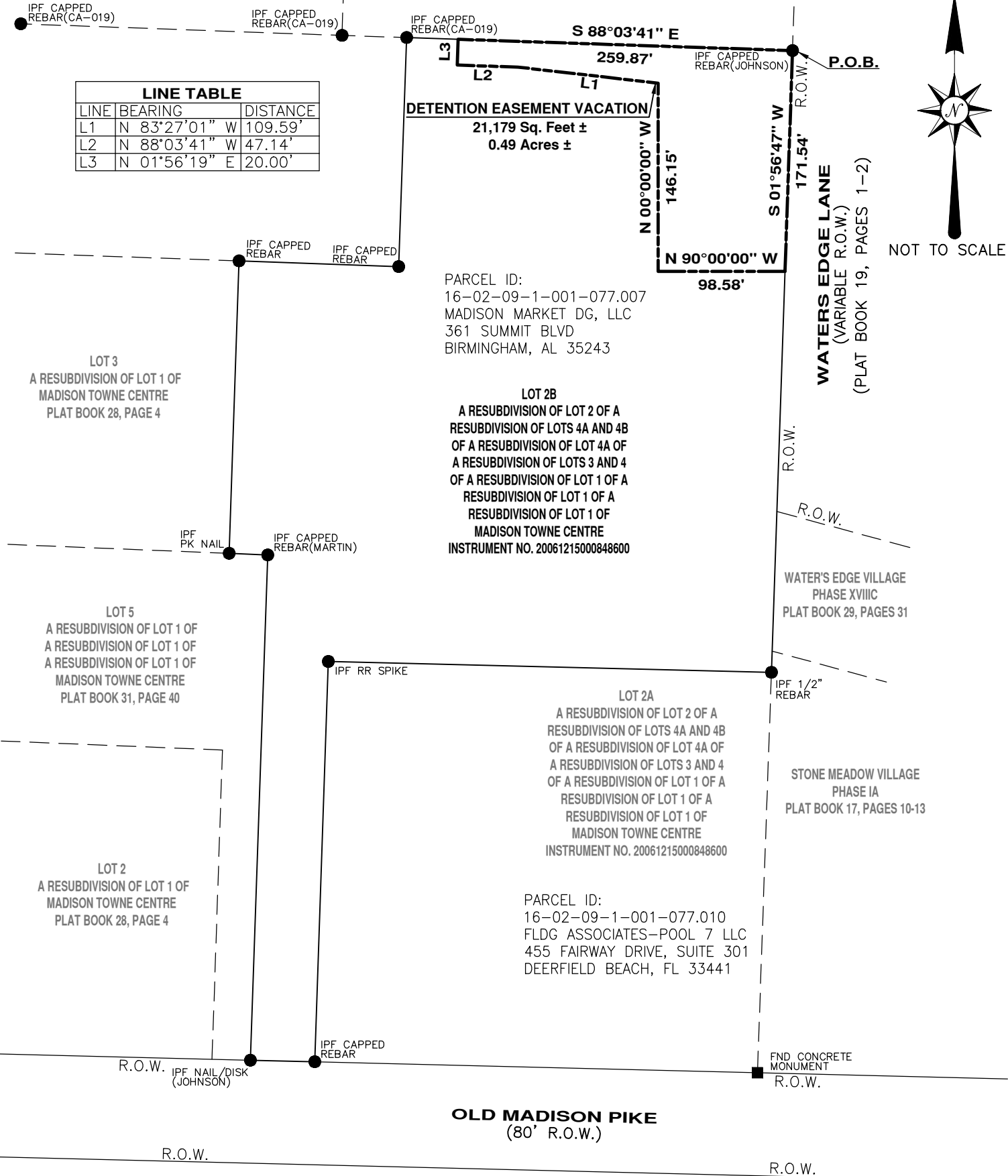
LOT 2B  
A RESUBDIVISION OF LOT 2 OF A  
RESUBDIVISION OF LOTS 4A AND 4B  
OF A RESUBDIVISION OF LOT 4A OF  
A RESUBDIVISION OF LOTS 3 AND 4  
OF A RESUBDIVISION OF LOT 1 OF A  
RESUBDIVISION OF LOT 1 OF A  
MADISON TOWNE CENTRE  
INSTRUMENT NO. 20061215000848600

LOT 2A  
A RESUBDIVISION OF LOT 2 OF A  
RESUBDIVISION OF LOTS 4A AND 4B  
OF A RESUBDIVISION OF LOT 4A OF  
A RESUBDIVISION OF LOTS 3 AND 4  
OF A RESUBDIVISION OF LOT 1 OF A  
RESUBDIVISION OF LOT 1 OF A  
MADISON TOWNE CENTRE  
INSTRUMENT NO. 20061215000848600

PARCEL ID:  
16-02-09-1-001-077.010  
FLDG ASSOCIATES-POOL 7 LLC  
455 FAIRWAY DRIVE, SUITE 301  
DEERFIELD BEACH, FL 33441



NOT TO SCALE



ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

NE 1/4 OF SECTION 9,  
TOWNSHIP 4 SOUTH, RANGE 2  
WEST, MADISON COUNTY,  
ALABAMA

DRAWING: #22-0465

**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
ENGINEERING, LAND PLANNING, & SURVEYING  
1550 WOODS OF RIVERCHASE DRIVE, SUITE 200  
HOOVER, ALABAMA 35244  
PHONE: (205) 942-2486  
FAX: (205) 942-3033  
www.Gonzalez-Strength.com

**ORDINANCE NO. 2024-305**

**AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 113 BRYDON CIRCLE, LOT 56 OF BUCKINGHAM PHASE THREE SUBDIVISION**

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Michael Williams and Janah Williams** requesting the vacation of a portion of a utility & drainage easement located within Lot 56 of Buckingham Subdivision Phase Three and further described as follows:

ALL THAT PART OF LOT 56 OF BUCKINGHAM PHASE THREE, AS RECORDED IN PLAT BOOK 46 PAGE 41 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 56; THENCE NORTH 01 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 45.93 FEET TO A POINT; THENCE NORTH 62 DEGREES 33 MINUTES 40 SECONDS EAST A DISTANCE OF 8.34 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT TO BE VACATED; THENCE LEAVING SAID TRUE POINT OF BEGINNING, NORTH 01 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 20.85 FEET TO A POINT; THENCE NORTH 61 DEGREES 07 MINUTES 38 SECONDS EAST A DISTANCE OF 121.07 FEET TO A POINT; THENCE SOUTH 54 DEGREES 39 MINUTES 57 SECONDS EAST A DISTANCE OF 24.50 FEET TO A POINT; THENCE SOUTH 62 DEGREES 33 MINUTES 40 SECONDS WEST A DISTANCE OF 141.35 FEET TO THE TRUE POINT OF BEGINNING.

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

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

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

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of October 2024.

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

**ATTEST:**



---

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

**APPROVED** this \_\_\_\_\_ day of October 2024.

---

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

This instrument prepared by: Megan Zingarelli, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

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

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

ALL THAT PART OF LOT 56 OF BUCKINGHAM PHASE THREE, AS RECORDED IN PLAT BOOK 46 PAGE 41 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 56; THENCE NORTH 01 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 45.93 FEET TO A POINT; THENCE NORTH 62 DEGREES 33 MINUTES 40 SECONDS EAST A DISTANCE OF 8.34 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT TO BE VACATED; THENCE LEAVING SAID TRUE POINT OF BEGINNING, NORTH 01 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 20.85 FEET TO A POINT; THENCE NORTH 61 DEGREES 07 MINUTES 38 SECONDS EAST A DISTANCE OF 121.07 FEET TO A POINT; THENCE SOUTH 54 DEGREES 39 MINUTES 57 SECONDS EAST A DISTANCE OF 24.50 FEET TO A POINT; THENCE SOUTH 62 DEGREES 33 MINUTES 40 SECONDS WEST A DISTANCE OF 141.35 FEET TO THE TRUE POINT OF BEGINNING.

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

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of October, 2024.

City of Madison, Alabama,  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Paul Finley, Mayor  
City of Madison, Alabama

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

**STATE OF ALABAMA** §

*Quitclaim Deed*  
113 Brydon Circle, U&D VOE  
Page 1 of 2

**COUNTY OF MADISON**

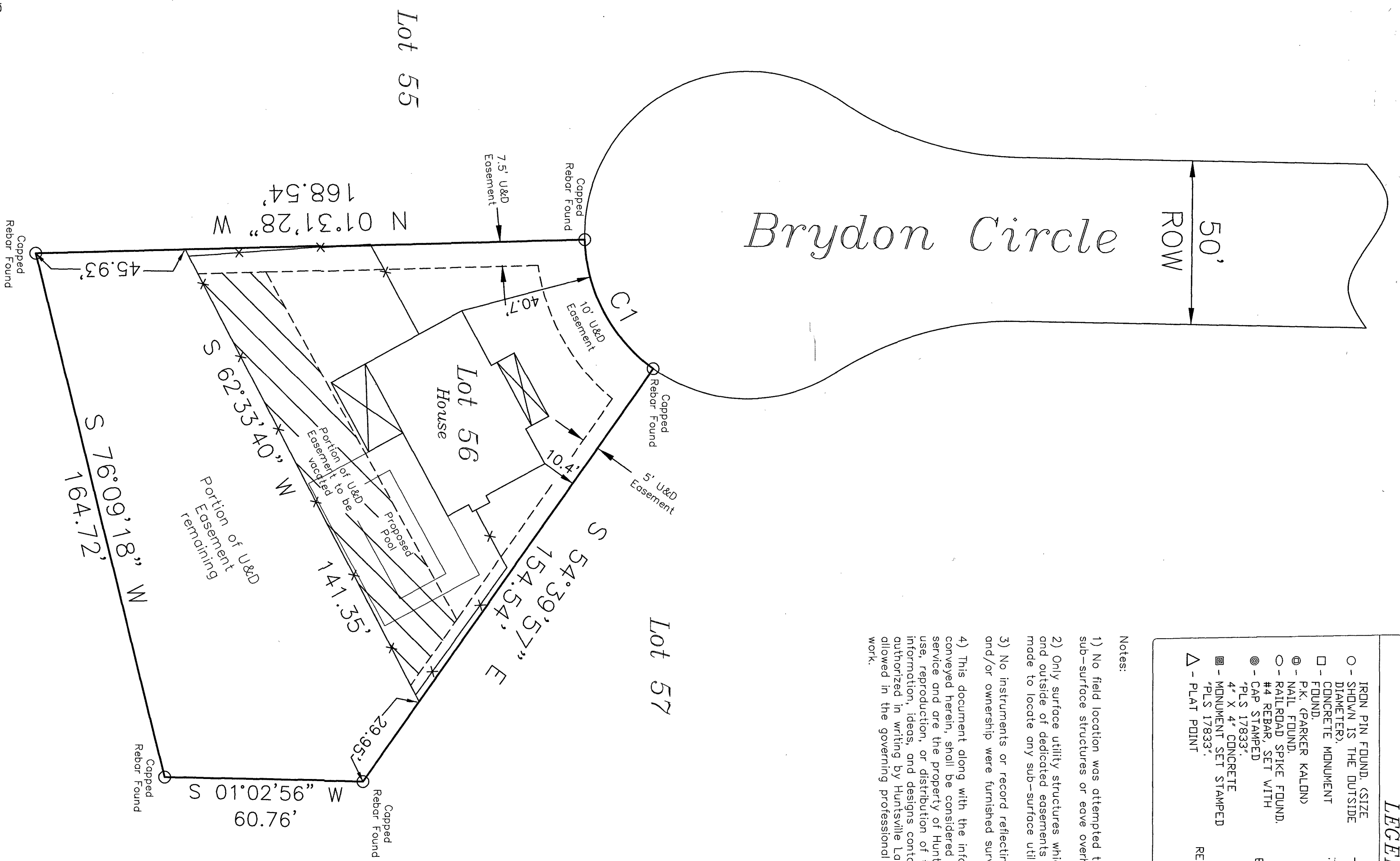
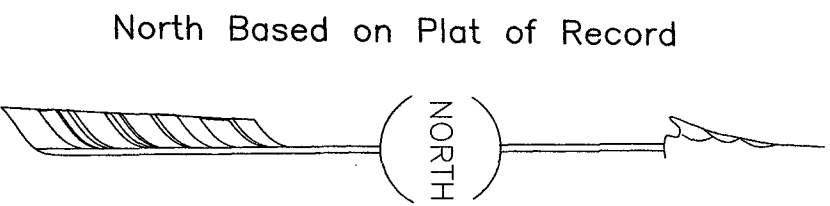
§  
§

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

Given under my hand this the \_\_\_\_\_ day of October 2024.

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

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	46.37'	44.73'	S 61°54'18" W	53°08'28"	25.01'



**LEGEND**

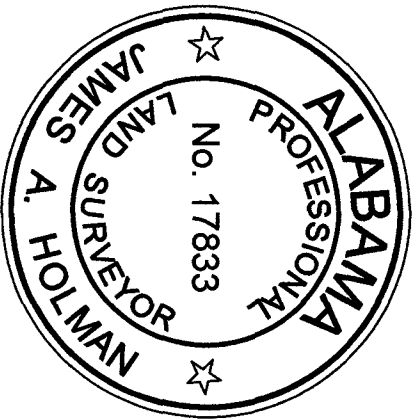
○ - IRON PIN FOUND, SIZE SHOWN IS THE OUTSIDE DIAMETER.	—○— P/P - UTILITY POLE, OVERHEAD UTILITY LINES)
□ - CONCRETE MONUMENT	-x- FENCE.
● - FOUNDED	--- CONCRETE.
⊙ - P.K. (PARKER KALON)	--- RECORDED
⊙ - NAIL FOUND.	--- NOT TO SCALE
⊙ - RAILROAD SPIKE FOUND.	AC. - ACRES.
⊙ - #4 REBAR SET WITH CAP STAMPED	CL - CENTERLINE.
⊙ - 4" X 4" CONCRETE MONUMENT SET STAMPED	DB. - DEED BOOK.
△ - PLAT POINT	ESMNT. - EASEMENT.
	M.B.L. - MINIMUM BUILDING LINE.
	DD - OUTSIDE DIAMETER.
	P.B. - PLAT BOOK.
	P.G. - PAGE.
	REF. MON. - REFERENCE MONUMENT.
	R.D.W. - RIGHT-OF-WAY.
	(M) - MEASURED
	(R) - RECORDED

- Notes:
- 1) No field location was attempted to determine the extent of sub-surface structures or eave overhangs, except as shown.
  - 2) Only surface utility structures which are located within the boundary and outside of dedicated easements are shown. No effort has been made to locate any sub-surface utility.
  - 3) No instruments or record reflecting easements, rights-of-ways, and/or ownership were furnished surveyor, except as shown.
  - 4) This document along with the information, ideas, and designs conveyed herein, shall be considered instruments of professional service and are the property of Huntsville Land Company, Inc. Any use, reproduction, or distribution of this document, along with the information, ideas, and designs contained herein is prohibited unless authorized in writing by Huntsville Land Company, Inc., or explicitly allowed in the governing professional services agreement for this work.

State of Alabama  
County of Madison

I, James A. Holman, A Registered Land Surveyor with the firm of Huntsville Land Company, Inc., hereby state that to the best of my knowledge, information and belief, the foregoing is a true and correct map or plat of Lot 56 According to the Plat or Survey of Buckingham Phase Three

\_\_\_\_\_, recorded as Plat book 46, Page 41 in the office of the Judge of Probate, Madison County, Alabama; that the survey represented hereon meets the minimum technical standard requirements for land surveying in the State of Alabama as adopted by the Alabama Society of Professional Land Surveyors; that the address based on reliable information and sources available to the undersigned is \_\_\_\_\_ according to this survey this the \_\_\_\_\_ 24th \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, 20 24.



Type of Survey: Survey for Easement Vacation

Field Work Completed: 7/12/2024      Office Work Completed: 7/24/2024

HUNTSVILLE LAND COMPANY, INC.      COPYRIGHT 2024

James A. Holman P.L.S.  
Al. Reg. No. 17833

Work Order: MB20241788      Drawn by: T.C.B.

Revised: J.A.H.      Scale: 1" = 25'

P.O. BOX 14448 HUNTSVILLE AL 35815

**ORDINANCE NO. 2024-312**

**AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT  
LOCATED WITHIN 244 YANCY ROAD, LOT 4 BLOCK 3 OF CHICKASAW ESTATES  
SUBDIVISION**

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Kathleen Rawlins** requesting the vacation of a portion of a utility & drainage easement located within Lot 4 Block 3 of Chickasaw Estates Subdivision and further described as follows:

ALL THAT PART OF LOT 4, BLOCK 3 OF CHICKASAW ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK 4 ON PAGE 79 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 1-1/2" IRON PIPE FOUND AT THE WESTERNMOST CORNER OF SAID LOT, SAID CORNER BEING THE SOUTHERNMOST CORNER OF LOT 5, BLOCK 4 OF SAID SUBDIVISION; THENCE SOUTH 84 DEGREES 37 MINUTES 11 SECONDS EAST 9.68 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE, FROM THE POINT OF BEGINNING, NORTH 44 DEGREES 35 MINUTES 40 SECONDS EAST 7.66 FEET TO THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF AN EXISTING 7.5-FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE SIDE LOT LINE OF SAID LOT 4 AND THE NORTHEASTERLY MARGIN OF AN EXISTING 15-FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE REAR OF SAID LOT 4; THENCE, ALONG THE NORTHEASTERLY MARGIN OF SAID 15-FOOT EASEMENT, SOUTH 33 DEGREES 50 MINUTES 02 SECONDS EAST 159.85 FEET TO THE INTERSECTION OF SAID MARGIN WITH THE NORTH MARGIN OF AN EXISTING 15-FOOT UTILITY AND DRAINAGE EASEMENT WHICH LIES ALONG THE SOUTH BOUNDARY OF SAID LOT 4; THENCE, ALONG THE NORTH MARGIN OF SAID EASEMENT, SOUTH 88 DEGREES 42 MINUTES 06 SECONDS EAST 42.06 FEET TO THE WESTERLY MARGIN OF AN EXISTING 7.5-FOOT UTILITY AND DRAINAGE EASEMENT WHICH LIES ALONG THE EASTERLY BOUNDARY OF SAID LOT 4; THENCE SOUTH 22 DEGREES 59 MINUTES 42 SECONDS WEST 8.07 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 06 SECONDS WEST 42.97 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 02 SECONDS WEST 162.20 FEET TO THE POINT OF BEGINNING, CONTAINING 1526.5 SQUARE FEET OR 0.035 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC., WITH A FIELD DATE OF MARCH 21, 2024. THIS TRACT BEING 7.5 FEET OF THE EXISTING 15-FOOT EASEMENT WHICH LIES ALONG THE SOUTH AND SOUTHWESTERLY BOUNDARIES OF SAID LOT 4, BLOCK 3 OF SAID CHICKASAW ESTATES SUBDIVISION.

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

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

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

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of October 2024.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of October 2024.

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

This instrument prepared by: Megan Zingarelli, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

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

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

ALL THAT PART OF LOT 4, BLOCK 3 OF CHICKASAW ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK 4 ON PAGE 79 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 1-1/2” IRON PIPE FOUND AT THE WESTERNMOST CORNER OF SAID LOT, SAID CORNER BEING THE SOUTHERNMOST CORNER OF LOT 5, BLOCK 4 OF SAID SUBDIVISION; THENCE SOUTH 84 DEGREES 37 MINUTES 11 SECONDS EAST 9.68 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE, FROM THE POINT OF BEGINNING, NORTH 44 DEGREES 35 MINUTES 40 SECONDS EAST 7.66 FEET TO THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF AN EXISTING 7.5-FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE SIDE LOT LINE OF SAID LOT 4 AND THE NORTHEASTERLY MARGIN OF AN EXISTING 15-FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE REAR OF SAID LOT 4; THENCE, ALONG THE NORTHEASTERLY MARGIN OF SAID 15-FOOT EASEMENT, SOUTH 33 DEGREES 50 MINUTES 02 SECONDS EAST 159.85 FEET TO THE INTERSECTION OF SAID MARGIN WITH THE NORTH MARGIN OF AN EXISTING 15-FOOT UTILITY AND DRAINAGE EASEMENT WHICH LIES ALONG THE SOUTH BOUNDARY OF SAID LOT 4; THENCE, ALONG THE NORTH MARGIN OF SAID EASEMENT, SOUTH 88 DEGREES 42 MINUTES 06 SECONDS EAST 42.06 FEET TO THE WESTERLY MARGIN OF AN EXISTING 7.5-FOOT UTILITY AND DRAINAGE EASEMENT WHICH LIES ALONG THE EASTERLY BOUNDARY OF SAID LOT 4; THENCE SOUTH 22 DEGREES 59 MINUTES 42 SECONDS WEST 8.07 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 06 SECONDS WEST 42.97 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 02 SECONDS WEST 162.20 FEET TO THE POINT OF BEGINNING, CONTAINING 1526.5 SQUARE FEET OR 0.035 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC., WITH A FIELD DATE OF MARCH 21, 2024. THIS TRACT BEING 7.5 FEET OF THE EXISTING 15-FOOT EASEMENT WHICH LIES ALONG THE SOUTH AND SOUTHWESTERLY BOUNDARIES OF SAID LOT 4, BLOCK 3 OF SAID CHICKASAW ESTATES SUBDIVISION.

**TO HAVE AND TO HOLD** to said Grantee, her heirs, successors, and assigns forever.

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of October, 2024.

*Quitclaim Deed  
244 Yancy Road, U&D VOE  
Page 1 of 2*



City of Madison, Alabama,  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Paul Finley, Mayor  
City of Madison, Alabama

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

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

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

Given under my hand this the \_\_\_\_\_ day of October 2024.

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



SURVEY FOR: MS. KATHLEEN RAWLINS

DATE FIELD: 03-21-2024

REQUESTED BY: MRS. RAWLINS

DATE OFFICE: 08-19-2024

TYPE OF SURVEY: AS-BUILT FILE: CHICKASAW ESTATE

# HILL LAND SURVEYING INC.

WILLIAM T. HILL, JR.  
133 FEATHERSTONE LANE  
OWENS CROSS ROADS, AL 35763

W.O. NO. 256-337-6102  
24-0110 534-8555 FAX



GRID NORTH  
AL STATE  
PLANE EAST  
ZONE NAD  
1983

ALL PROPERTY  
MARKERS ARE  
1.5" OPEN TOP  
IRON PIPE (UND).

1/2" BSS  
CAPPED R.B.

STAKE SET  
ON LINE

STAKE SET  
ON LINE

YANCY ROAD  
50' RIGHT OF WAY

LOT 5

LOT 4  
BLOCK 3  
34,999 S.F.

LOT 3

LOT 2

BRICK  
RESIDENCE  
3048 S.F.

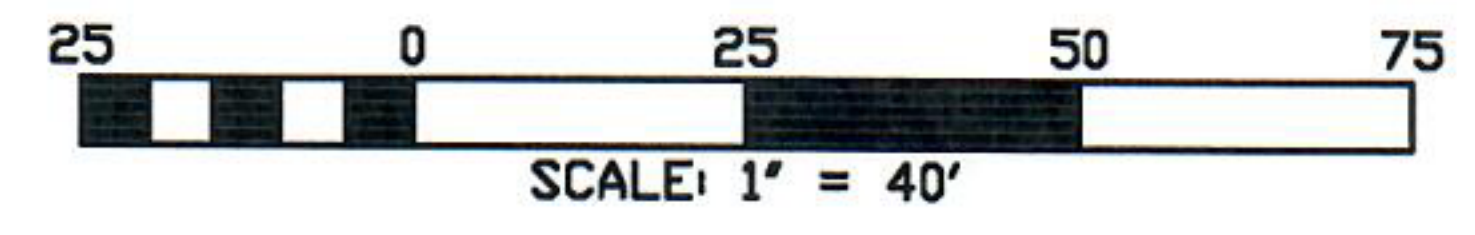
3802 S.F.  
TOTAL  
UNDER  
ROOF

BRICK  
GARAGE  
663 S.F.

LOT 3  
BLOCK 3  
RAINBOW MTN HGTS  
7TH ADD.  
PB 8 PG 26

Proposed vacation  
S 33°50'02" E 159.85'

N 33°50'02" E 172.22'  
PLAT N 35°23' W 172.36'



LINE	BEARING	DISTANCE
L1	S 84°37'11" E	9.68'
L2	N 44°35'40" E	7.66'
L3	S 88°42'06" E	42.06'
L4	S 22°59'42" W	8.07'
L5	N 88°42'06" W	42.97'
L6	N 33°50'02" W	162.20'

1/2" R.B.

S 88°42'06" E 51.95'  
PLAT S 89°45' W 52.0'

MARTIN FAMILY FARM LLC  
DOC. # 2016-213870

STATE OF ALABAMA  
MADISON COUNTY

LOT 4

THIS IS A TRUE AND CORRECT SURVEY OF LOT 4, BLOCK 3 OF CHICKASAW ESTATE, AS RECORDED IN PLAT BOOK 4, PAGE 79 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THE CORRECT STREET ADDRESS OF THE PROPERTY IS 244 YANCY RD, MADISON, ALABAMA.

### LEGEND

- PUDE PUBLIC UTILITY AND DRAINAGE EASEMENT
- C.T. CRIMPED IRON PIPE
- R.B. REBAR
- FENCELINE
- CONCRETE MONUMENT
- CAPPED 1/2" REBAR SET
- IRON MONUMENT

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: 03-27-2024





**RESOLUTION NO. 2024-314-R****A RESOLUTION AUTHORIZING DEVELOPMENT AGREEMENT WITH DAVIDSON HOMES, LLC & SECOND WIND LAND COMPANY, LLC**

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

**Section 1. Findings of Fact; Definition of Terms**

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

- (a) Davidson Homes, LLC, (the “Developer”) has presented a proposal to the City for the construction of a phased residential development, and preservation of publicly accessible open space located on approximately 89.27 acres of land owned by Lilyland Holdings, LLC (the “Owner”) and located in the City of Madison (the “Project”).
- (b) Developer has submitted to the Council a Development Agreement (the “Development Agreement”), which will provide for the development of the subdivision in phases, with construction of the first phase of the single-family lots to begin no earlier than November 2024, and no certificate of occupancy prior to January 1, 2026. The Development shall contain no more than 198 units.
- (c) The Project will comply with the West Side Master Plan and City’s Growth Policy for Residential Development in that the proposed zoning designation is Residential Cluster District Number 2, the Project will be phased, and the Project will set aside a minimum of 20 percent of the site as open space.
- (d) It is in the interest of the city that the City support the Project in order to provide additional open space and recreation facilities, as well as increased tax revenues for the City.
- (e) Pursuant to Alabama Code Section 11-45-1, the City may adopt resolutions and ordinances to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of the inhabitants of the municipality. The Project’s proposed preservation and accessibility of open space, as well as the pacing of the Development, all as provided for in the Development Agreement will promote the health, safety, and welfare of the residents of the city.

**Section 2. Authorization of Development Agreement**

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

**Section 3. Further Actions**

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23<sup>rd</sup> day of September, 2024.

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

**ATTEST:**

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

Approved this \_\_\_\_ day of September, 2024.

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

**DEVELOPMENT AGREEMENT**

**by and between**

**THE CITY OF MADISON**

**and**

**DAVIDSON HOMES, LLC**

**Dated:** \_\_\_\_\_

**DEVELOPMENT AGREEMENT**

This Development Agreement (this "Agreement") is made and entered into on and as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (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"), 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, Lilyland Holdings, 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 Company has an agreement to purchase from Second Wind Land Company, LLC through an underlying contract with the current owner, Lilyland Holdings, LLC that certain tract of real property, being and lying within the City of Madison, Limestone County, Alabama, consisting of approximately 89.27 acres, more or less, and being more particularly described in Exhibit 'A' attached hereto (the "Property" or "Development Site"), upon which the Company plans to design, develop, and construct a multi-phase single-family residential subdivision to be developed and constructed in general conformity with Exhibit "B" attached hereto and to be known as "Madison Heights" (the "Subdivision" or "Development"); and

WHEREAS, the Planning Commission, in accordance with the West Side Master Plan, and after proper and timely notice and public hearing, has recommended approval to rezone the Property from the Agricultural (AG) zoning designation to the residential cluster zoning (RC-2) designation; and

WHEREAS, the Company plans to construct the Development in multiple phases, to contain no more than 198 residential lots, and to set aside a minimum of twenty percent (20%) of the Subdivision for park land, walking trails, and/or green space accessible to the public; and

WHEREAS, the parties acknowledge that residential subdivision development within the City of Madison, such as the Subdivision described in this Agreement, affects the ability of the City and the Madison City School District to provide adequate capacity and municipal services, and both parties desire to pace the development of the Subdivision in order to allow time for the City and the School District to provide adequate capacity and services; and

WHEREAS, the parties agree that the phasing of the Development and the set aside 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:

## ARTICLE I. DEVELOPMENT OF PROPERTY

### Section 1.1 The Development.

(a) The Development shall consist of approximately 89.27 acres of real property, more or less, said Property being more particularly described in Exhibit A 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 198 residential lots (each a "Lot," collectively, the "Lots").

(b) Company shall set aside and preserve a minimum of 20 percent (20%) of the Development Site for park use, walking trails, general green space, or any combination thereof ("Green Space" as depicted on Exhibit B), with public access provided to all Green Space areas except the perimeter buffer areas. When Developer records the first final plat for the Development, Company shall provide a public access easement or conservation easement for the Green Space in form and content acceptable to the City. In coordination with the City, Company shall develop or improve the walking trails and Green Space within each phase of the Development before the next phase of the Development begins.

**Section 1.2 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 B 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").

**Section 1.3 Multiple Phases Development Timeline.** The Company hereby covenants and agrees to design, develop, and construct the Development in accordance with the terms and provisions contained in this Agreement and in accordance with the Final Improvement Plans and Specifications.

(a) Development Phases. The Company shall develop the Property in no less than three (3) distinct phases (each a "phase," together, the "phases"), with no more than one phase to be submitted for preliminary Planning Commission approval within an 18-month period. The Company will develop the number of Lots in each phase in substantial conformity with the projected phasing schedule provided in Exhibit B attached hereto and incorporated herein (the "Phasing Schedule"). The Company shall not develop more Lots in a given 18-month period than provided by the Phasing Schedule, but the Company may develop fewer Lots in a given 18-month period than permitted by the Phasing Schedule. The Final Improvement Plans and Specifications will determine the



configuration, timing, and maximum number of Lots permitted in each phase. Company shall cause its successors in interest to Lots within the Development to comply with the Phasing Schedule.

(b) Commencement of Development. Pursuant to the Phasing Schedule, the Company will cause commencement of development of the Lots to begin in November 2024 and shall not apply for certificates of occupancy until 2026.

(c) Construction Activities.

(i) All construction activities of the Company regarding any portion or phase of the Development shall be conducted in compliance with all applicable laws, ordinances, rules, and regulations of all governmental authorities, including, without limitation, all applicable licenses, permits, building codes, fire codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster, and environmental protection laws. The Company shall cause any architect, general contractor, subcontractor, or other business performing any work in connection with the construction of the proposed Development to obtain all necessary permits, licenses, and approvals to construct the same. Company acknowledges that the City will not waive any fees, access fees, or related expenses for any permits, licenses or approvals that must be obtained from the City or any other governmental authority in connection with the construction or operation of the proposed Development.

(ii) The Company, and any affiliate thereof involved with the Development, shall maintain its good standing within the City and shall at all times during the term of this Agreement be in compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City and all local government entities.

(iii) Company agrees and acknowledges that it shall pay any impact fees that the City may adopt by ordinance, which apply to the construction of the Development and all other similar residential developments, during the course of the construction of the Development.

**Section 1.4 Approvals & Coordination with Comprehensive Plans.** The City agrees to use reasonable good faith efforts to facilitate the processing of city approvals necessary for the development or construction of the Development, it being understood that nothing in this Section or Agreement is, or shall be deemed to be, an agreement by the City to waive any necessary city approvals required in connection to the Development. Furthermore, the City agrees to use reasonable good faith efforts to develop infrastructure improvements bordering the development in accordance with the recommendations of the adopted comprehensive plans of the City.

**ARTICLE II. TERM**

The term of this Agreement will begin on the Effective Date, and the Agreement will remain in effect for seven (7) years.

**ARTICLE III. REPRESENTATIONS AND WARRANTIES**

**Section 3.1 Representations and Warranties of the City.**

(a) The execution and delivery of this Agreement by the City have been duly authorized by the City Council of the City.

(b) The City has all right, power, and authority to enter into the transactions contemplated by this Agreement and to perform its obligations hereunder.

**Section 3.2 Representations and Warranties of Company.**

(a) The execution and delivery of this Agreement by Company has been duly authorized by all necessary action on the part of the governing body of the Company and its members and managers, if any.

(b) Company has all necessary power and authority to enter into the transactions contemplated by this Agreement and to perform its obligations hereunder.

**ARTICLE IV. EVENTS OF DEFAULT AND REMEDIES**

**Section 4.1 Events of Default by the City.**

(a) Any one or more of the following shall constitute an event of default under this Agreement by the City (herein called a "City Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be affected by operation of law or pursuant to any judgment, decree, or order of any court or any order, rule, or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the City's seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the City as a bankrupt, or any assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or if a petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) Failure by the City to perform or observe its agreements or covenants contained in this Agreement, which failure shall have continued for a period of 30 calendar days after written notice thereof from the Company, unless (A) the Company shall agree in writing to an

extension of such period prior to its expiration, or (B) during such 30-day period or any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action, or (C) the City is by reason of a Force Majeure Event, as defined in Section 4.3, at the time prevented from performing or observing the agreement or covenant with respect to which the City is delinquent.

(b) If a City Event of Default exists, the sole and exclusive remedy of the Company shall be mandamus or specific performance. The Company shall not be entitled to any other damages whatsoever, including, without limitation, incidental, consequential, or punitive damages, whether arising at law, in equity, or otherwise.

#### **Section 4.2 Events of Default by the Company.**

(a) Any one or more of the following shall constitute an event of default under this Agreement by the Company (herein called a "Company Event of Default"), whatever the reason for such event and whether it shall be voluntary or involuntary or be affected by operation of law or pursuant to any judgment, decree, or order of any court or any order, rule, or regulation of any administrative or governmental body:

(i) at any time prior to the completion by the Company of its obligations hereunder, the Company is dissolved or liquidated, or the filing by the Company of a voluntary petition in bankruptcy, or the Company seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of the Company as a bankrupt or its reorganization, arrangement, or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by the Company to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of 30 calendar days after written notice thereof from the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such 30-day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action, or (C) the Company is by reason of a Force Majeure Event, as defined in Section 4.3, at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent.

(b) In addition to such other rights or remedies available to the City hereunder including, without limitation, those set forth and described in Article III hereof, if a Company Event of Default exists, the City may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of the Company herein contained. Under no circumstances shall the City be entitled to incidental, consequential, or punitive damages.



If to Company: Davidson Homes, LLC

---

336 James Record Rd SW  
Huntsville, AL 35824

If to Seller: Second Wind Land Company, LLC  
2410 L & N Drive, Suite C  
Huntsville, AL 35801

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Any party (as well as the Authority) may change the address for the sending of notifications by providing written notice to the other Party in accordance herewith.

**Section 5.6 Liabilities of the City.** The Parties agree and acknowledge that the obligations of the City as set forth herein are limited by the limitations imposed on public bodies, municipalities, and public corporations by the Constitution of the State of Alabama and laws affecting the use and maintenance of public property.

**Section 5.7 No Waiver.** No consent or waiver, express or implied, by any party hereto or to any breach or default by any other party in the performance by such other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall be construed to waiver or limit the need for such consent in any other or subsequent instance.

**Section 5.8 Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be declared invalid or unenforceable and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

**Section 5.9 No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among the City and the Company and their respective permitted successors and assigns.

**Section 5.10 Headings.** The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

**Section 5.11 No Third-Party Beneficiaries.** This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest, or obligations hereunder, is intended for the benefit of any other person or third-party.

**Section 5.12 Ambiguity.** The terms, conditions, and provisions of this Agreement were agreed to in arm's length negotiations in which each Party was represented by independent counsel of its own choosing. Accordingly, in the event of any ambiguity in this Agreement, such ambiguity shall not be resolved against any Party deemed the principal draftsman of this Agreement or the provision of this Agreement at issue.

**Section 5.13 Assignment.** Neither party may assign any of its rights or obligations as under this Agreement without the prior written consent of the other party, and such consent may not be unreasonably withheld.

**Section 5.14 Amendment.** Except as expressly provided in this Agreement, this Agreement may be modified or amended only by a written instrument, executed by each of the parties to this Agreement.

**Section 5.15 Entire Agreement.** This written Agreement and the Exhibits hereto, contain all the representations and the entire agreement among the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement and Exhibits hereto. Neither the conduct nor actions of the parties, nor the course of dealing or other custom or practice between or among the parties or any of them, shall constitute a waiver or modification of any term or provision of this Agreement. This Agreement may be modified or amended only in the manner specified in this Agreement.

**Section 5.16 Contingencies.** This Development Agreement is contingent upon (1) the successful closing of the purchase of the Property by Company, (2) Planning Commission approval of the final plat for re-subdividing the Property necessary to accommodate the development contemplated herein, (3) Approval and publication of Ordinance No. 2024-287 authorizing re-zoning of the Property, and (4) City Council approval of this Agreement.

**Section 5.17 Recitals.** All recitals in the preamble to this Agreement are incorporated into this Agreement as if fully set out herein.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on its behalf by its duly authorized officer, on and as of the Effective Date.

**CITY OF MADISON, ALABAMA**  
**a municipal corporation**

**ATTEST:**

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

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

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

I, the undersigned authority, as 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 of the City of Madison, Alabama, respectively, 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, on the day the same bears date.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

**COMPANY: DAVIDSON HOMES, LLC**

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

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

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

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Davidson Homes, LLC, is signed to the foregoing instrument, and who is known to me, s/he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

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





EXHIBIT "A"  
(Legal Description of Property)

EXHIBIT "B"

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.

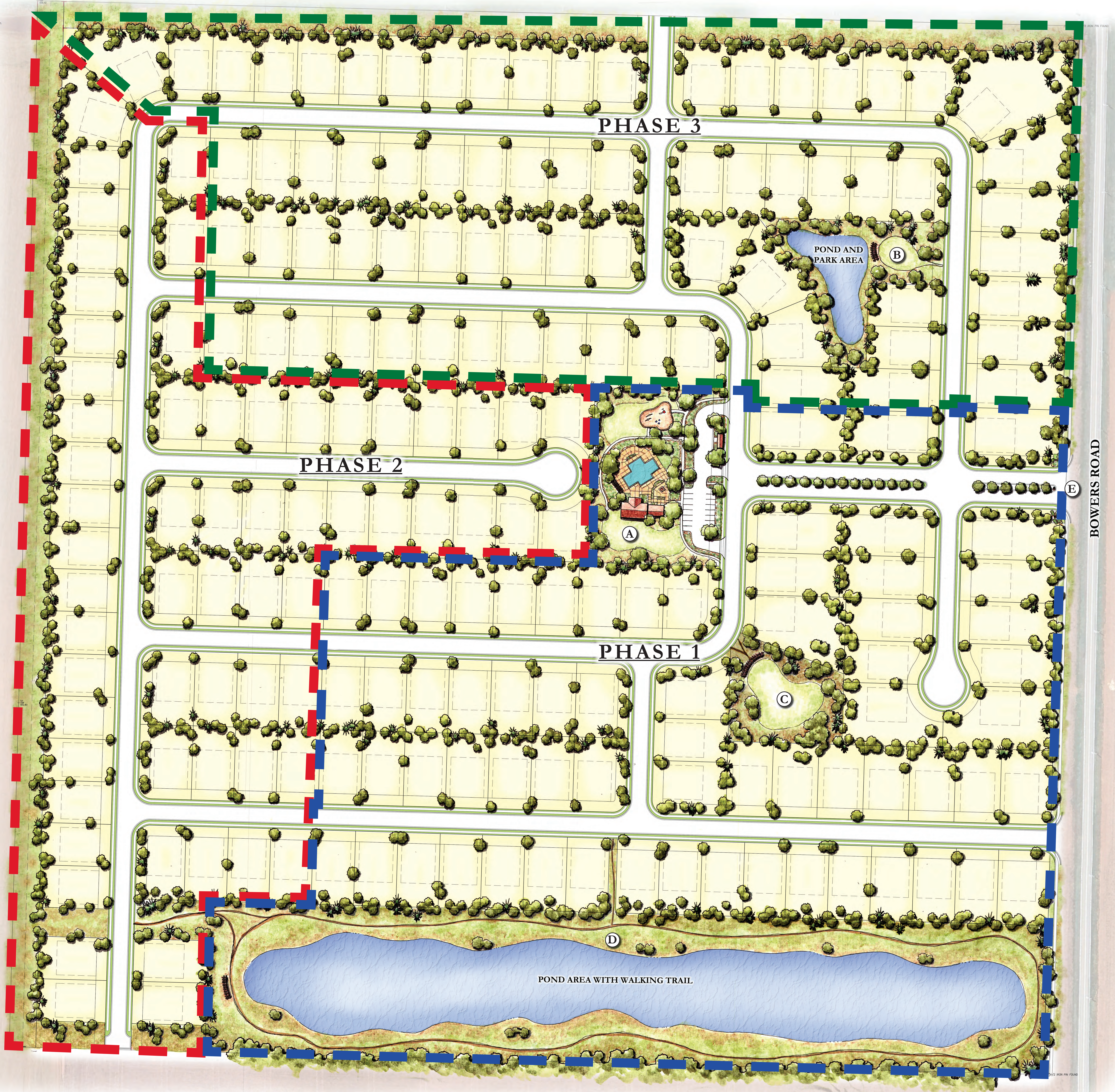


# DAVIDSON HOMES

## MADISON HEIGHTS

MASTER PLAN ILLUSTRATIVE

MADISON, ALABAMA



### AMENITY LIST

- (A) COMMUNITY POOL / AMENITY AREA**  
- SWIMMING POOL, OPEN AIR PAVILION, RESTROOMS, OUTDOOR KITCHENETTE, FIRE PIT, CHILDREN'S PLAYGROUND, OPEN LAWN, MAIL KIOSK, VEHICLE/CART PARKING, TRAIL CONNECTIONS
- (B) POCKET PARK**  
- OPEN LAWN, BENCHES, TRELLIS, POND, TRAILS
- (C) POCKET PARK**  
- OPEN LAWN, BENCHES, TRELLIS, TRAILS
- (D) POND PARK / WALKING TRAIL**  
- BENCHES, TRELLIS, POND, TRAILS
- (E) BOWERS ROAD ENTRANCE**

\*\*WALKABLE NEIGHBORHOODS ARE ESSENTIAL  
- OVER 5.0 MILES OF STREETSIDE SIDEWALKS AND TRAILS

### AVAILABLE LOT TYPES

■ 80' MIN. WIDTH - 198  
■ 80' MIN. WIDTH x 140' MIN. DEPTH  
TOTAL - 198

■ PHASE 1 - 66 LOTS  
■ PHASE 2 - 66 LOTS  
■ PHASE 3 - 66 LOTS  
TOTAL - 198 LOTS



**RESOLUTION NO. 2024-283-R**

**WHEREAS**, Old Town II, LLC, has filed a petition requesting that the City Council of the City of Madison vacate a portion of right-of-way located at Lime Quarry Road; and

**WHEREAS**, the Planning & Economic Development Department of the City has made a report of its recommendation concerning the requested vacation, which is described in the Exhibits attached to this Resolution; and

**WHEREAS**, pursuant to Ala. Code §23-4-20, the City Council must set a public hearing regarding the request for vacation within 100 days from the date the petition was received;

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

**SECTION 1.** A public hearing on the petition shall be held on October 14, 2024, at 6:00 p.m., in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed resolution vacating a portion of Lime Quarry Road in the City of Madison, Alabama:

**SEE ATTACHMENT A & EXHIBITS**

**SECTION 2.** The City Clerk is authorized and directed to post this resolution, including the proposed resolution and exhibits made a part hereof, on the bulletin board in the main lobby of City Hall a minimum of seven days before the date of the public hearing.

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on the 23<sup>rd</sup> day of September 2024.

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

**ATTEST:**

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

Approved this 23<sup>rd</sup> day of September, 2024.

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

*Attachment A to Resolution No. 2024-283-R*

**RESOLUTION NO. 2024-284-R**

**A RESOLUTION VACATING A PORTION OF LIME QUARRY ROAD RIGHT-OF-WAY**

**WHEREAS**, pursuant to §23-4-20 of the Code of Alabama, the City Council of the City of Madison has held a public hearing on the petition of Old Town II, LLC (“Petitioner”), which has requested vacation of a portion of Lime Quarry Road, as described in the attached Exhibits attached to this Resolution; and

**WHEREAS**, the Planning and Economic Development Department of the City of Madison has confirmed that Petitioner’s request for vacation complies with the standards for consent to right-of-way vacations described in Section 30-4 of the Madison City Code, and the City’s Technical Review Committee, the EMA Director, and the Planning Commission all have recommended that the City Council grant Petitioner’s request; and

**WHEREAS**, Petitioner is the only other owner of abutting lots or parcels of land next to the right of way proposed for vacation, and granting the requested vacation of right-of-way will not cut off any other owners or parcels of land from reasonable and convenient access to roads; and

**WHEREAS**, pursuant to §23-4-2 of the Code of Alabama, the City Council has determined that it is in the interest of the public that Petitioner’s request for vacation be granted, and the City Council elects to vacate the portion of Lime Quarry Road that petitioner has requested;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that, Petitioner’s request to vacate a portion of Lime Quarry Road as described in the Exhibits attached to this resolution is hereby granted, and it authorizes and directs the Mayor and City Clerk to file this Resolution in the Probate Court of Madison County, Alabama, and to publish notice of this action once in a newspaper in the county no later than 14 days following adoption of this Resolution.

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

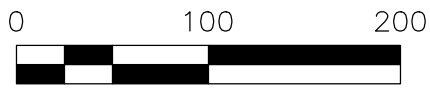
\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

**EXHIBIT**

STATE OF ALABAMA  
COUNTY OF MADISON

A TRACT OR PARCEL OF LAND BEING WITHIN THE RIGHT-OF-WAY OF LIME QUARRY ROAD, BEING DESCRIBED AS FOLLOWS;

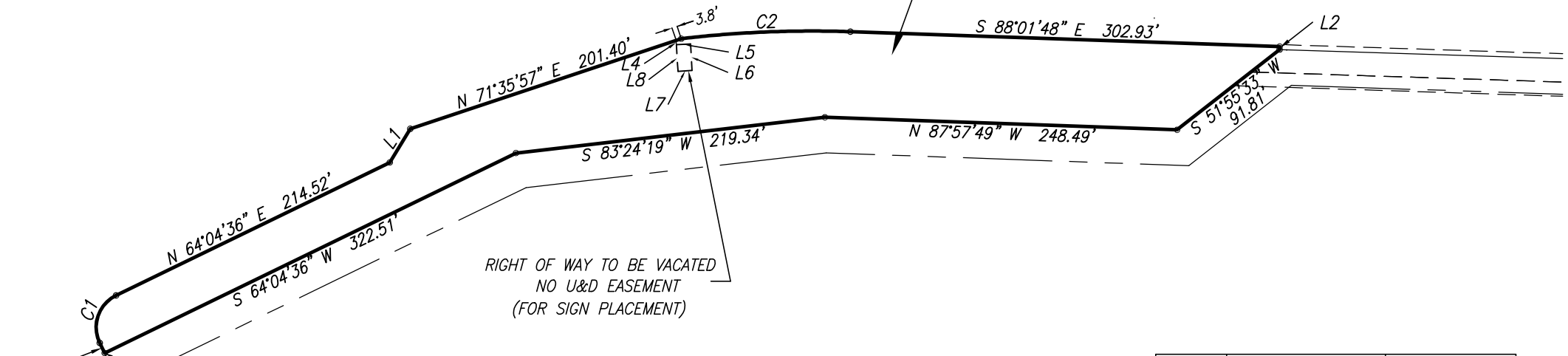
BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF TOWN MADISON BUSINESS PARK AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2021, PAGES 9-10, SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF INTERGRAPH WAY;  
THENCE FROM THE POINT OF BEGINNING, NORTH 25 DEGREES 55 MINUTES 24 SECONDS WEST AND ALONG THE SAID EAST RIGHT-OF-WAY, 7.93 FEET TO A POINT OF CURVATURE;  
THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 04 MINUTES 36 SECONDS EAST, 35.36 FEET TO A POINT;  
THENCE NORTH 64 DEGREES 04 MINUTES 36 SECONDS EAST, 214.52 FEET TO A POINT;  
THENCE NORTH 31 DEGREES 25 MINUTES 04 SECONDS EAST, 27.82 FEET TO A POINT;  
THENCE NORTH 71 DEGREES 35 MINUTES 57 SECONDS EAST, 201.40 FEET TO A POINT;  
THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 87 DEGREES 38 MINUTES 16 SECONDS EAST, 119.35 FEET TO A POINT;  
THENCE SOUTH 88 DEGREES 01 MINUTES 48 SECONDS EAST, 302.93 FEET TO A POINT;  
THENCE SOUTH 01 DEGREES 58 MINUTES 12 SECONDS WEST, 2.18 FEET TO A POINT;  
THENCE SOUTH 51 DEGREES 55 MINUTES 33 SECONDS WEST, 91.81 FEET TO A POINT;  
THENCE NORTH 87 DEGREES 57 MINUTES 49 SECONDS WEST, 248.49 FEET TO A POINT;  
THENCE SOUTH 83 DEGREES 24 MINUTES 19 SECONDS WEST, 219.34 FEET TO A POINT;  
THENCE SOUTH 64 DEGREES 04 MINUTES 36 SECONDS WEST, 322.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 42115 SQ. FT. (0.967 ACRES), MORE OR LESS.



RIGHT OF WAY TO BE VACATED  
CONVERTED TO U&D EASEMENT

**LIME QUARRY ROAD**

RIGHT OF WAY TO BE VACATED  
NO U&D EASEMENT  
(FOR SIGN PLACEMENT)



NW CORNER, LOT 1  
TOWN MADISON BUSINESS PARK  
P.B. 2021, PG. 9-10

NORFOLK SOUTHERN RAIL

INTERGRAPH WAY

LINE	BEARING	DISTANCE
L1	N 31°25'04" E	27.82'
L2	S 01°58'12" W	2.18'
L3	N 25°55'24" W	7.93'
L4	S 03°23'40" E	3.06'
L5	S 86°36'20" W	10.00'
L6	N 03°23'40" W	18.83'
L7	N 86°36'20" E	10.00'
L8	S 03°23'40" E	18.83'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.27'	25.00'	90°00'00"	N 19°04'36" E	35.36'
C2	119.47'	790.00'	8°39'52"	N 87°38'16" E	119.35'

All documents, including Drawings and any other instruments of service listed on face, are instruments of service in respect of the client and firm listed on face, and shall be held in confidence by the recipient thereof, whether or not the project is completed. Such documents are not intended to be released for reuse by the recipient, and any reuse of such documents or on any other project, without the written verification by the firm listed on face will constitute a breach of the terms of the agreement of release to be signed upon by the recipient.

**MULLINS, LLC**  
ENGINEERING, SURVEYING, AND DESIGN  
2101 West Chocoma Avenue, Suite 503, Huntsville, AL 35892  
(256) 890-5312

**ROW VACATION**  
**LOT 1 TOWN MADISON BUSINESS PARK**  
PREPARED FOR: **OLD TOWN INVESTMENTS, LLC**

JOB NO: 15-139  
DATE: 6/5/24  
DRAWN BY: SER  
CHECKED BY: CMF