



Agenda

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

6:00 PM
Council Chambers
June 09, 2025

AGENDA NO. 2025-11-RG

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

1. CALL TO ORDER
2. INVOCATION
 - A. City of Madison Police Chaplain, Robin Cramer
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL OF ELECTED GOVERNING OFFICIALS
5. AMENDMENTS TO AGENDA
6. APPROVAL OF MINUTES
 - A. Minutes No. 2025-01-SP, dated May 16, 2025
 - B. Minutes No. 2025-10-RG, dated May 27, 2025
7. PRESENTATIONS AND AWARDS
 - A. Madison Fire & Rescue Promotion Ceremony
8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and periodic bills to be paid
- B. Resolution No. 2025-181-R: Authorizing the disposal or destruction of certain departmental records as reviewed and approved by the State of Alabama Department of Archives and History for 2025
- C. Resolution No. 2025-189-R: Authorizing one-year network and cybersecurity support services with White Rhino Security for both new and existing City facilities (\$15,000 to be paid from Information Technology Department budget)
- D. Resolution No. 2025-190-R: Authorizing a one-year agreement with Stericycle Shred Services (\$162.50 monthly to be paid from City Clerk Department budget)
- E. Resolution No. 2025-193-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 063820 on an incident which occurred April 14, 2025 to Police Unit 282 in the amount of \$9,282.17 [less \$1,000 deductible] to be deposited into the General Operating account)
- F. Resolution No. 2025-194-R: Providing for the disposal of personal property of negligible value (1 lot of 55 laptop computers) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison
- G. Acceptance of donation from PropertyRoom.com (\$236.94 to be deposited into Madison Police Department Donation account)
- H. Acceptance of a donation from Walk-Ons Town Madison to the Fire Department (\$500.00 to be deposited in the Fire Dept Donation account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

- A. Resolution No. 2025-192-R: Authorizing funding from the Council Special Projects budget for the purchase of laptops for MPD patrol vehicles in an amount not to exceed \$12,000 and authorizing purchase from ProLogic ITS, LLC (purchase total of \$81,577.65 for 15 laptops and associated equipment to be paid using Council Special Projects and Madison County funding from Commissioner Haraway)

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. 2025-191-R: Authorize funding from the Council Special Projects budget for Fire Department Command Staff leadership training with the Eagle Center for Leadership in an amount not to exceed \$18,072

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

- A. **Proposed Ordinance No. 2025-129:** Rezoning certain property owned by Lily Landholdings, Inc. consisting of 89.27 acres located south of Huntsville-Browns Ferry Road and west of Bowers Road from AG (Agriculture) to RC-2 (Residential Cluster District No. 2) (First Reading 4/28/2025)

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No 2025-175-R:** Authorizing a Commercial Aid to Construction Agreement with Huntsville Utilities for the relocation of power lines on Project 23-010 | Hughes and Old Madison Pike Intersection (not to exceed \$80,653.00 to be paid from Fund 38)
- B. **Resolution No 2025-176-R:** Authorizing a Professional Services Agreement with Halliburton Surveying & Mapping, Inc. for the Topographic and Right of Way Survey of the east side of Hughes Road from Eastview Drive to Conger Road for Project 25-021 | Hughes Road sidewalk (amount not to exceed \$10,600.00 to be paid from Engineering Department budget)

FIRE & RESCUE

- A. **Resolution No. 2025-188-R:** Approval to purchase 42' gooseneck trailer from Lone Wolf Trailer Co., Inc. (\$27,612.50 to be paid from Fire Department budget and reimbursed from ALEA grant funds)

HUMAN RESOURCES

- A. **Resolution No. 2025-102-R:** Authorizing Software as a Service Agreement with Evergreen Solutions, LLC, for an Online Performance Evaluation System (annual cost of \$9,500 per year for three years to be paid from HR Department budget)

LEGAL

- A. **Ordinance No. 2025-195:** Authorizing the Water and Wastewater Board of the City of Madison, d/b/a Madison Utilities, to dispose of certain personal property (First Reading)

PLANNING

- A. **Proposed Ordinance No. 2025-164:** Vacation of a utility and drainage easement located within Tract 2B of a resubdivision of Tract 2 of Mary Margaret Lanier Frost Lands (First Reading 05/27/2025)
- B. **Resolution No. 2025-182-R:** Approving Development Agreement with Davidson Homes, LLC (pertaining to Bowers Road project)
- C. **Resolution No. 2025-183-R:** Authorizing a Professional Services Agreement with McComm Group for Wayfinding Project (\$15,000 to be paid from Planning Department budget)
- D. **Proposed Ordinance No. 2025-184:** Vacation of utility and drainage easement located within Tract 1 of Town Madison Phase 14 Subdivision (First Reading)
- E. **Proposed Ordinance No. 2025-185:** Vacation of utility and drainage easement located within Lot 2 of McCurry Phase 3 Subdivision (First Reading)
- F. **Ordinance No. 2025-187:** An Ordinance Amending Chapter 8(IV)(4) of the Madison City Code, entitled "Murals," to add the B2 Zoning District as a Permitted Mural Location (First Reading)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2025-01-SP
SPECIAL CALLED MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
May 16, 2025**

The Madison City Council met for a Special Called Meeting on Friday, May 16, 2025, at 12:00 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 12:01p.m. by Council President John Seifert.

The following elected governing officials were in attendance

Mayor Paul Finley	Absent
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, Executive Assistant to the City Clerk-Treasurer Myranda Staples, Assistant City Attorney Tim McFalls, Director of Human Resources Kelli Bracci, Facilities & Grounds Director Gerald Smith, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Economic and External Affairs Officer Traci Gillespie, Director of Development Services Mary Beth Broeren, Director of Engineering Michael Johnson, Director of Finance Roger Bellomy, Police Chief Johnny Gandy, Fire Chief Brandy Williams, Communications & External Affairs Officer Deidre Brisco, Communications & External Affairs Officer Samantha Magnuson, Deputy Revenue Officer Ivon Williams.

Public in attendance: Margi Daly, Bebe Oetjen, Richard Sokolosky, John Roby, Billie Goodson, Shannon Fisher, Bernadette Mayer, Opie Balch, Ben Matthew.

AMENDMENTS TO AGENDA

Council President John Seifert requested the following amendments to the agenda:

RESOLUTION NO 2025-168-R: AUTHORIZING EXPENITURE FROM COUNCIL SPECIAL PROJECTS FUND FOR EROSION MITIGATION AT PALMER PARK ALONG ROAD FRONTAGE NOT TO EXCEED \$7,500
RESOLUTION NO. 2025-169-R: AUTHORIZING EXPENDITURE FROM COUNCIL SPECIAL PROJECTS FUND FOR APPROPRIATION TO MADISON ARTS COUNCIL IN AN AMOUNT NOT TO EXCEED \$15,000

RESOLUTION NO. 2025-167-R: AUTHORIZING EXPENDITURE FROM COUNCIL SPECIAL PROJECTS FUND FOR A ONE TIME MOWING OF TOWN MADISON INTERCHANGE AND AREA AROUND TOYOTA FIELD TO BE PAID ON BEHALF OF TOWN MADISON COOPERATIVE

R: Council President John Seifert presented Walk on Resolution, Resolution No 2025-168-

RESOLUTION NO 2025-168-R: AUTHORIZING EXPENITURE FROM COUNCIL SPECIAL PROJECTS FUND FOR EROSION MITIGATION AT PALMER PARK ALONG ROAD FRONTAGE NOT TO EXCEED \$7,500

Council Member Wroblewski moved to approve Resolution No. 2025-168-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Council Member Connie Spears asked if this was the ditch that is at the entrance to Palmer Park. Council President Seifert confirmed that it is the ditch at the entrance of Palmer Park. Public Works will work on the project.

RESOLUTION NO. 2025-169-R: AUTHORIZING EXPENDITURE FROM COUNCIL SPECIAL PROJECTS FUND FOR APPROPRIATION TO MADISON ARTS COUNCIL IN AN AMOUNT NOT TO EXCEED \$15,000

Council Member Shaw moved to approve Resolution No. 2025-169-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried

RESOLUTION NO. 2025-167-R: AUTHORIZING EXPENDITURE FROM COUNCIL SPECIAL PROJECTS FUND FOR A ONE TIME MOWING OF TOWN MADISON INTERCHANGE AND AREA AROUND TOYOTA FIELD TO BE PAID ON BEHALF OF TOWN MADISON COOPERATIVE

Council Member Shaw moved to approve Resolution No. 2025-167-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried

Council Member Teddy Powell asked if this project could be extended if needed. Council President Seifert replied that they would be meeting on Tuesday, and it is expected that the project will be completed.

RESOLUTION NO. 2025-152-R: AWARDING BID NO. 2025-008-ITB FOR TOYOTA FIELD BUILDING SITE WORK TO SOUTHEASTERN CONSTRUCTION PARTNERS, LLC, IN THE AMOUNT OF \$818,258.52 (TO BE PAID FROM MULTI-USE VENUE MAINTENANCE FUND)

Facilities & Grounds Director Gerald Smith presented data on options for Toyota Field Building site work.

- Option One: conversion of the maintenance building into the visitor locker room. A new maintenance building will be built on site.
 - Total Cost: \$6,796,947.00
 - Alternatives for Option One Total Cost: \$1,814,512.00
 - September 2025 for construction drawings
 - Around ten months to construct once through the bid process
 - Completed around September of 2026

Council Member John Seifert commented that we have a deadline of April 2026 to be compliant. A 60-day cure period occurs after the deadline.

Council Member Teddy Powell commented that would put the cure period to June 2026. He also commented that Option one would not be within the time frame.

Facilities & Grounds Director Gerald Smith commented that escalation costs have been built into Option one.

Council Member Teddy Powell asked Facilities & Grounds Director Gerald Smith if Option one is feasible with the time constraints in place.

- Option Two: new construction, one level building.
 - Total Cost: \$6,913,537.00
 - Alternatives for Option Two Total Cost: \$7,998,772.00
 - Construction drawings by May 30, 2025
 - Five months for demo
 - Around eight months to construct

- August 1, 2025, to build building, General Contractor can get submittals, supplies ordered and be ready to start
- Completion date around June of 2026

Council Member John Seifert asked Facilities & Grounds Director Gerald Smith to provide background on previous history with numbers for Option Two.

Facilities & Grounds Director Gerald Smith commented that the City first got pricing from Turner Construction in May of 2023. There were two options discussed at the time: a one-level option and a four-level option.

Level One:

- Turner Construction gave pricing May 2023
- Hoar Construction February 2024
- Hoar Construction October 2024

Council Member Teddy Powell inquired if there were built in adjustments for rain delays and sub-contractor delays for the June 2026 date?

Facilities & Grounds Director Gerald Smith responded that there are 87 built-in delay days.

Council Member Teddy Powell expressed his relational concerns with Major League Baseball. He questioned why we wouldn't want to keep a good relationship with them.

Council Member Karen Denzine asked what other companies bid on the demolition?

Facilities & Grounds Director Gerald Smith responded that there was only one bidder.

Council Member Shaw moved to approve Resolution No. 2025-152-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried

RESOLUTION NO. 2025-154-R: APPROVING AUTHORIZATION TO BID & ENGAGEMENT OF GILBERT MCLAUGHLIN CASELLA ARCHITECTS FOR COMPLETION OF MLB COMPLIANCE PROJECT

Council Member Shaw moved to approve Resolution No. 2025-154-R. Council Member Powell seconded.

Council President John Seifert asked if the City's Financial Advisor Rush Rice could present his findings.

Financial Advisor Rush Rice commented on the overall viability forecasting that BallCorp provided. What are the prospects of success of the project? He finds the forecasting by BallCorp to be quite sound and conservative. He feels the upside is very high for the city and for BallCorp. He characterized BallCorp as a credit tenant. This is a landlord tenant process. When gauging the safety margin, he feels it would be a high margin of safety.

Council Member Greg Shaw asked Mark Holland from BallCorp how ticket sales, concession sales, and season ticket holder sales were trending?

Mark Holland from BallCorp replied that attendance has been up marginally. Concession sales are slightly up from last year.

Council Member Ranae Barlett asked Mark Holland if BallCorp would sign an agreement for a Security deposit or a bond?

Mark Holland from BallCorp replied that BallCorp is good and will pay their bills.

Council Member Ranae Barlett stated that until we have a lease with agreed upon terms, she thinks Option Two is the solid option.

Council Member Ranae Bartlett asked for an amendment to Resolution No. 2025-152-R. To stop work on Option One, move forward on Option Two, and delete the reference to Option Three. She asked Assistant City Attorney Tim McFalls if he could create a new Resolution that would continue the work on Option Three.

Council President John Seifert made a motion to amend Resolution No. 2025-154-R. Council Member Wroblewski seconded.

Voting on amending Resolution No. 2025-154-R. The vote was taken and recorded as follows:

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

Motion carried

RESOLUTION NO. 2025-154-R: AUTHORIZING BID PROCESS FOR CONSTRUCTION OF SPLIT-LEVEL ADDITION TO TOYOTA FIELD TO COMPLETE MLB COMPLIANCE PROJECT & AMENDING SCOPE OF ENGAGEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS

Council Member Wroblewski moved to approve the amended Resolution No. 2025-154-R. Council Member Bartlett seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Ranae Bartlett	Aye

Council Member John Seifert	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Nay
Council Member Greg Shaw	Nay
Council Member Karen Denzine	Aye

Motion carried

RESOLUTION NO. 2025-170-R: AUTHORIZING BID PROCESS FOR CONTINUATION OF CONSTRUCTION DESIGN FOR FOUR-STORY ADDITION TO TOYOTA FIELD & AMENDING SCOPE OF ENGAGEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS

Council Member Spears asked for clarity if this would only be for a construction drawing package?

Council President Seifert confirmed that is correct.

Council Member Shaw moved to approve the amended Resolution No. 2025-170-R.
Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion did not pass

ADJOURNMENT

Having no further business to discuss Council Member Powell 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 2:45 p.m.

Minutes No. 2025-01-SP, dated May 16th, 2025, read, approved and adopted this 9th day of June 2025.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lori Spaulding
Recording Secretary



**MINUTES NO. 2025-10-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
May 27, 2025**

The Madison City Council met in regular session on Tuesday, May 27, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President John Seifert.

Pastor Josh Britt from Courageous Church provided the invocation followed by the Pledge of Allegiance led by John Seifert.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Meagan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Finance Director Roger Bellomy, Director of Parks & Recreation Kory Alfred, Deputy Court Clerk Beth Bellomy, Senior Human Resources Coordinator Mia Powers, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Lloyd LaCross, Jocelyn Broer, Rod Matthews, Brenda Matthews, Christina Hearne, Billie Goodson, Margie Phillips, Bill Holtzclaw, Allen Sullivan, David Bier, Cathy Turner, Mike Easterling, Jay O'Dell, Michael McKay, Opie Balch, Amy Balch

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2025-09-RG DATED MAY 12, 2025

*Minutes No. 2025-10-RG
May 27, 2025
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Council Member Spears moved to approve Minutes No. 2025-09-RG. Council Member Bartlett seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF EMPLOYEE OF THE YEAR, POLICE OFFICER OF THE YEAR, AND FIREFIGHTER OF THE YEAR AWARDS BY MRS. DEBBIE OVERCASH AND THE MADISON ROTARY CLUB

Debbie Overcash of the Rotary Club along with Mayor Finley, Council President John Seifert, Fire Chief Brandy Williams, Police Chief John Gandy, Rotary Club President Elect Bill Holtzclaw, and Al Sullivan presented the awards as follows:

Firefighter of the Year	Ryan Ledford
Police Officer of the Year	Joshua Collins
Employee of the Year	Roger Bellomy

A round of applause was given to each employee

INTERMISSION: EMPLOYEES OF THE YEAR RECEPTION

President Seifert called for a brief intermission to honor the "Employees of the Year" reception.

PUBLIC COMMENTS

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

MICHAEL MCKAY

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

- Thanked the County Commissioner Steve Haraway for the generous donation for the Miracle League of Madison

- Shared specifics on the Miracle League Project
- Shared email-miracleleagueofmadison@gmail.com

MARGI DALY (DISTRICT 6)

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

- Objection to Resolution 2025-172-R-concerned that the Open Meeting Act was violated
- Objection to Resolution 2025-177-R
- Objection to Resolution 2025-173-R
- The grass on Brownsferry by the new bridge needs cut

JANNESSA CROSSWY (DISTRICT 7)

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

- Shout-out to Michael McKay on the phenomenal job on directing the Miracle League of Madison project
- Thanked County Commissioner Steve Haraway for the generous donation
- Thanked Director of Parks and Recreation Kory Alfred, the Council, and Mayor for the support of Madison Visionary Partners

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,200,932.94
Gasoline Tax & Petroleum Inspection fees	\$8,212.90
CIP Bond Accounts	\$55,396.81
Library Building Fund	\$729.49
Water Distribution and Storage	\$1,266.00
Fire CPR	\$501.00

Regular and periodic bills to be paid

Resolution No. 2025-143-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 063596MT on an incident which occurred March 18, 2025, to Police Unit 362 (\$47,062.00 [less \$1,000 deductible] to be deposited into General Operating account)

Acceptance of \$10,000 donation from Madison County Commissioner Steve Haraway to support the construction of a Miracle League Field at Palmer Park

Acceptance of \$330.85 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)

Acceptance of donation from Walmart of one (1) LG UQ7 43" television, valued at \$200.56, to the Madison Police Department to be installed in a department vehicle for operational use with the department's drone program

Acceptance of a \$50 donation from V.A. Harp for the Madison Senior Center "Moms and Muffins" event (to be deposited into Senior Center Donation account)

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

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

Motion carried

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

RESOLUTION NO. 2025-177-R: APPROVING PARTICIPATION IN MAIN STREET ALABAMA PROGRAM (\$40,000 EACH YEAR FOR THREE YEARS FROM MAYOR'S SPECIAL PROJECTS BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-177-R. Council Member Spears seconded. Mayor Finley shared information concerning the program and particulars with the growth of the historic downtown area. Council Member Spears disclosed that she had spoken to the downtown merchants, and they've agreed to come and do a presentation. Council Member Spears also added if anyone had specific questions it would be helpful to receive them beforehand.

Council Member Spears announced she would turn the questions into the downtown merchants if the questions were given to her in advance. Council Member Wroblewski thanked the merchants that were present. Council Member Bartlett thanked the merchants for the heavy lifting. Council President Seifert asked for clarification regarding the potential new employee. Council President Seifert asked if the employee would be hired as a city employee. Mayor Finley explained that the potential employee would be under the Madison Visionary Partner's umbrella. The roll call vote taken was recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member John Seifert	Aye

Council Member Teddy Powell	Absent
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent

Motion carried.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Asked citizens to be patient with the tall grass due to rain
- Congratulated recent Bob Jones and James Clemens Graduates
- Attended Tourism Summit
- Thanked Gold Star Families for their loved ones' sacrifice for our freedom
- Attended the Memorial Day celebration

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Thanked American Legion for a phenomenal job on the Memorial Day celebration

RESOLUTION NO. 2025-086-R: ADOPTING AN AMENDED AND REVISED ANNUAL OPERATING BUDGET FOR THE CITY OF MADISON FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025

Council Member Spears moved to approve Resolution No. 2025-086-R. Council Member Spears had several questions on the proposed budget. She requested information on the fund balance and shared that it was on the third page of the spreadsheet provided. Council Member Spears shared that the fund balance was at about 21 percent. She stated that at the end of every year it goes up due to not being able to complete all the projects that were scheduled. Council Member Spears shared the fund balance should be closer to 25 percent while the ideal fund balance should be between 20 and 35 percent. Council Member Spears shared that if the fund balance is over 35 percent than the bond market considers it hoarding the money and not using it to the best advantage for the community. Council Member Spears explained that the fund balance was pulled down due to taking the money and using for the community such as increasing the neighborhood paving, sidewalk projects as well as completing the neighborhood parks.

Council Member Spears also shared the adjustments projected for individual departments. Mayor Finley thanked Council Member Spears for being the liaison and congratulated her for a job well done. Mayor Finley clarified to Council Member Spears on the fund balance. He shared that in 2023 and 2024 fluctuation was expected. Mayor Finley explained that in the initial 2025 budget the range was 26 percent and expected to go up and the proposed budget is at 57 percent and after spending a little bit the city should be in the desired range. Mayor Finley also shared that the reason for the increase in health insurance for employees is due to being fully staffed and budgeting for the family plan just in case that's the plan requested. Council Member Bartlett thanked Council Member Spears for all the budget details and the finance chair and shared that Huntsville also dipped into their fund balance in

order to meet the needs of the citizens while being cautious in terms of cuts. Council President Seifert thanked Council Member Spears for the budget proposal and asked if there was going to be a significant lag with the actuals with the percent of the budget. Council Member Spears shared that her and the Director of Finance Roger Bellomy were going to meet and discuss and come up with a plan so the council can be briefed frequently to be able to stay on track. Mayor Finley suggested fund 38 to help with the percentage lag. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

COUNCIL DISTRICT NO. 3 TEDDY POWELL

Absent

COUNCIL DISTRICT NO. 4 GREG SHAW

Absent

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Shared a story from the Memorial Day celebration
- Shout-out to Council President Johns Seifert on a wonderful Memorial Day Celebration speech
- Thanked Michael McKay with the Miracle League
- Thanked Janessa Crosswy for making sure our community is inclusive
- Attended ALM convention
- Thanked Public Works for their outstanding work

COUNCIL DISTRICT NO. 6 KAREN DENZINE

Absent

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Attended Memorial Day Celebration
- Thanked Larry Vannoy for the excellent job of putting the Memorial Day Celebration together

- Thanked Public Works for their participation in making everything look fantastic with the Memorial Day Celebration
- Thanked the Madison City Orchestra and the Fraternity Singers
- Thanked Colonel Pat Farrell for an outstanding speech at the Memorial Day Celebration
- Toyota Field parking lot
- PJ's Coffee mural request

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.

PROPOSED ORDINANCE NO. 2025-104: REZONING CERTAIN PROPERTY OWNED BY HUNTSVILLE RETAIL CENTER EXCHANGE, LLC CONSISTING OF 0.84 ACRES LOCATED AT 8213 U.S. HIGHWAY 72, EAST OF BROOKRIDGE DRIVE, FROM MC (MEDICAL DISTRICT) TO B3 (GENERAL BUSINESS DISTRICT) (FIRST READING 4/14/2025)

Council President Seifert opened the floor for public comments regarding this request. There being none, he then closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve Proposed Ordinance No. 2025-104. Council Member Spears seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2025-106: REZONING CERTAIN PROPERTY OWNED BY JOHN AND LEE BOLES CONSISTING OF 2.89 ACRES LOCATED AT THE SOUTHWEST CORNER OF LANIER ROAD AND CELTIC DRIVE FROM M-1 (RESTRICTED INDUSTRIAL DISTRICT) TO B1 (NEIGHBORHOOD BUSINESS DISTRICT) (FIRST READING 4/14/2025)

Council President Seifert opened the floor for public comments regarding this request. There being none, he then closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve Proposed Ordinance No. 2025-106. Council Member Bartlett seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-112-R: VACATING A PORTION OF SHORTER STREET RIGHT-OF-WAY, LOCATED AT THE NORTHWEST CORNER OF SHORTER STREET AND CELTIC DRIVE (FIRST READING 4/14/25)

Council President Seifert opened the floor for public comments regarding this request. There being none, he then closed the floor and entertained a motion from Council. Council Member Spears moved to approve Resolution No. 2025-112-R. Council Member Bartlett seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2025-110: REZONING CERTAIN PROPERTY OWNED BY THE CITY OF MADISON CONSISTING OF 0.228 ACRES LOCATED AT THE NORTHWEST CORNER OF SHORTER STREET AND CELTIC DRIVE FROM B3 (GENERAL BUSINESS DISTRICT) TO B1 (NEIGHBORHOOD BUSINESS DISTRICT) (FIRST READING 4/14/2025)

Council President Seifert opened the floor for public comments regarding this request. There being none, he then closed the floor and entertained a motion from Council. Council Member Spears moved to approve Proposed Ordinance No. 2025-110. Council Member Wroblewski seconded. The roll call vote was taken and recorded as follows:

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

Council Member Karen Denzine

Absent

Motion carried.

DEPARTMENTAL REPORTS

CITY CLERK

RESOLUTION NO. 2025-124-R: APPOINTING ELECTION OFFICIALS FOR AUGUST 26, 2025, GENERAL MUNICIPAL ELECTION AND THE SEPTEMBER 23, 2025 MUNICIPAL RUN-OFF ELECTION SHOULD ONE BE NECESSARY

Council Member Wroblewski moved to approve Resolution No. 2025-124-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

ENGINEERING

RESOLUTION NO 2025-144-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC. FOR ENVIRONMENTAL CONSULTING SERVICES FOR FY 2025 OUTFALL INSPECTIONS AND ILLICIT DISCHARGE SCREENING (AMOUNT NOT TO EXCEED \$37,210.00 TO BE PAID FROM ENGINEERING STORMWATER BUDGET - FUND 11)

Council Member Spears moved to approve Resolution No. 2025-144-R. Council Member Wroblewski seconded. Council Member Spears asked for clarification of the agreement. The City Engineer Michael Johnson explained that it involved environmental inspections that are required every five years and are completed in increments. The vote was taken and recorded as follows:

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

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2025-138-R: AWARD OF BID NO. 2025-009-ITB, JANITORIAL SERVICES FOR PUBLIC SAFETY ANNEX, TO BAZA SERVICES, LLC, FOR A MONTHLY COST OF \$3,150, PLUS OPTIONAL SERVICES AS NEEDED AND SPECIFIED IN THE BIDDER PRICING SHEET (TO BE PAID FROM FACILITIES AND GROUNDS JANITORIAL BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-138-R. Council Member Spears seconded. Council Member Wroblewski questioned if the facility had a business license for the City of Madison. Facilities and Grounds Director Gerald Smith assured Council Member Wroblewski that the company currently holds a business license for the City of Madison. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-172-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MULLINS, LLC, FOR THE DESIGN OF ADDITIONAL PARKING AT TOYOTA FIELD (NOT TO EXCEED \$57,500 TO BE PAID FROM THE MULTI-USE VENUE MAINTENANCE FUND; \$43,500 INITIAL SCOPE TO DESIGN NEW PARKING LOT, WITH \$14,000 IN ADDITIONAL SERVICES TO PROVIDE LANDSCAPING AND IRRIGATION PLAN FOR EXISTING PARKING LOT)

Council Member Wroblewski moved to approve Resolution No. 2025-172-R. Council Member Spears seconded. Council President Seifert stated that he asked Director of Facilities and Grounds Gerald Smith to move the resolution forward with option number two. Council President Seifert explained the breakdown of the cost of the initial scope of the agreement. The vote was taken and recorded as follows:

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

Motion carried.

FIRE & RESCUE

RESOLUTION NO. 2025-171-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE LIMESTONE COUNTY WATER & SEWER AUTHORITY FOR FIRE HYDRANT TESTING AND INSPECTION

Council Member Wroblewski moved to approve Resolution No. 2025-171-R. Council Member Bartlett seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-178-R: AUTHORIZING A CONTRACTOR AGREEMENT WITH SUTHERLAND SIGHT & SOUND FOR PURCHASE AND INSTALLATION OF AV SYSTEMS IN THE TRAINING ROOM AT THE PUBLIC SAFETY ANNEX LOCATED AT 230 BUSINESS PARK BOULEVARD, BUILDING 23A (\$61,582 TO BE PAID FROM FIRE DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-178-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-179-R: AUTHORIZING THE PURCHASE AND INSTALLATION OF 911 COMMUNICATIONS EQUIPMENT AND SERVICES FOR USE BY THE FIRE DEPARTMENT AT THE PUBLIC SAFETY ANNEX LOCATED AT 230 BUSINESS PARK BOULEVARD, BUILDING 23A UNDER STATE BID CONTRACT 16932 (\$60,212.25 TO BE PAID FROM FIRE DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-179-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-180-R: AUTHORIZING A CONTRACTOR AGREEMENT WITH THE LIOCE GROUP AND SUTHERLAND SIGHT AND SOUND FOR THE PURCHASE AND INSTALLATION OF SMART BOARDS AND ASSOCIATED HARDWARE AND SUPPORT SERVICES AT THE PUBLIC SAFETY ANNEX LOCATED AT 230 BUSINESS PARK BOULEVARD, BUILDING 23A (\$23,424.95 TO BE PAID FROM FIRE DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-180-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

HUMAN RESOURCES

RESOLUTION NO. 2025-163-R: AUTHORIZING A PROFESSIONAL CONTRACTOR SERVICES AGREEMENT WITH STACY THOMAS FOR FIRST RESPONDER WELLNESS SUPPORT (\$38,000 FOR ONE-YEAR TERM TO BE PAID FROM HR DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-163-R. Council Member Bartlett seconded. Council Member Wroblewski shared that after speaking with police and fire she credits the service as being a huge mental health benefit for first responders. Council Member Wroblewski thanked Stacy Thomas for her dedication. President Seifert also thanked Stacy Thomas and asked for affirmation that the services also included the family of the first responder. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

RESOLUTION NO. 2025-173-R: AUTHORIZING A ONE-YEAR AGREEMENT WITH SWATEK, VAUGHN & BRYAN, LLC FOR LOBBYING SERVICES (\$5,000 PER MONTH TO BE PAID FROM LEGAL DEPARTMENT BUDGET)

Council Member Spears moved to postpone Resolution No. 2025-173-R until the June 23rd Council meeting. Council Member Bartlett seconded. Council Member Wroblewski asked Mayor Finley to share some of the different programs Swatek, Vaughn & Bryan has helped with. Mayor Finley disclosed that the lobbyist mentioned wasn't engaged until 2020 due to the funding of the interchange. Mayor Finley shared that by securing them the city autonomously was able to take 5 million and redo Highway 20 / Madison Boulevard.

Mayor Finley specified the project was primarily done with State money that Swatek helped to secure as well as \$500,000 for Park upgrades in 2022 and 2023, \$500,000 for the Community Center and public safety facility last year. He stated that they also help navigate going back towards the State such as the Big 10 Mayor. Mayor Finley shared he welcomed Swatek, Vaughn & Bryan to come to a work session and share information concerning their services. Council Member Spears requested the resolution approval be continued until the June 23rd council meeting. She shared that the majority of the council members haven't had the opportunity to meet the lobbyists and would like to hear what they propose to do for the city. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

RESOLUTION NO. 2025-160-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2025-161; REZONING CERTAIN PROPERTY OWNED BY JOURNEYS PROFESSIONAL SUITES, LLC CONSISTING OF 1.17 ACRES LOCATED AT 4192 SULLIVAN STREET (WEST SIDE OF SULLIVAN STREET, SOUTH OF PERRY STREET) FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO B1 (NEIGHBORHOOD BUSINESS DISTRICT) (FIRST PUBLICATION 6/4/2025, SYNOPSIS 6/11/2025, PUBLIC HEARING 7/14/2025)

Council Member Wroblewski moved to approve Resolution No. 2025-160-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-156-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2025-157; REZONING CERTAIN PROPERTY OWNED BY EROS INVESTMENTS, LLC CONSISTING OF 4.62 ACRES LOCATED NORTH OF WEST DUBLIN DRIVE, WEST OF SULLIVAN STREET FROM R-4 (MULTI-FAMILY DISTRICT) TO B3 (GENERAL BUSINESS DISTRICT) (FIRST PUBLICATION 6/4/2025, SYNOPSIS 6/11/2025, PUBLIC HEARING 7/14/2025)

Council Member Wroblewski moved to approve Resolution No. 2025-156-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-158-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2025-159; ZONING CERTAIN PROPERTY OWNED BY MHH, INC. CONSISTING OF 2.39 ACRES LOCATED SOUTH OF BRENTWOOD LANE AND EAST OF CHADRICK DRIVE TO R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST PUBLICATION 6/4/2025, SYNOPSIS 6/11/2025, PUBLIC HEARING 7/14/2025)

Council Member Wroblewski moved to approve Resolution No. 2025-158-R. Council Member Spears seconded. Council Member Wroblewski asked if only one home would be built on the property. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2025-162: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY, CONSISTING OF 2.39 ACRES, OWNED BY MHH, INC. LOCATED SOUTH OF BRENTWOOD LANE AND EAST OF CHADRICK DRIVE (FIRST READING)

This is a first reading only

PROPOSED ORDINANCE NO. 2025-164: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT 2B OF A RESUBDIVISION OF TRACT 2 OF MARY MARGARET LANIER FROST LANDS (FIRST READING)

This is a first reading only

POLICE

RESOLUTION NO. 2025-174-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MADISON BOARD OF EDUCATION FOR A WEAPONS DETECTION K9 (TO BE FUNDED BY THE MADISON BOARD OF EDUCATION IN THE AMOUNT OF APPROXIMATELY \$41,000 FOR THE ACQUISITION, INITIAL EQUIPMENT, AND TRAINING OF ONE K9)

Council Member Wroblewski moved to approve Resolution No. 2025-174-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RECREATION

RESOLUTION NO. 2025-165-R: AUTHORIZING A TRANSPORTATION AGREEMENT WITH MADISON STREET FESTIVAL, INC. FOR PROVISION OF BUSES FOR THE MADISON STREET FESTIVAL TO BE HELD SATURDAY, OCTOBER 4, 2025

Council Member Spears moved to approve Resolution No. 2025-165-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-166-R: AUTHORIZING A LICENSE AGREEMENT WITH SAGES & SEEKERS, INC. FOR AN EIGHT-WEEK "INTERGENERATIONAL COLLABORATION" PROGRAM TO BE HELD AT THE SENIOR CENTER (\$2,500 ONE-TIME FEE, \$150 ANNUAL FEE TO BE PAID FROM SENIOR CENTER BUDGET | MAINTENANCE CONTRACTS)

Council Member Wroblewski moved to approve Resolution No. 2025-166-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 7:57 p.m.

Minutes No. 2025-10-RG, dated May 27th, 2025, read, approved and adopted this 9th day of June 2025.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary

RESOLUTION NO. 2025-181-R

AUTHORIZING THE DISPOSAL OR DESTRUCTION OF CERTAIN CITY DEPARTMENT RECORDS

WHEREAS, the City Clerk-Treasurer has identified certain City records, more specifically described attached hereto, that are eligible for destruction under guidelines established by the Alabama Local Government Records Commission; and

WHEREAS, all City Department Heads have concurred with the disposal or destruction of these records, and

WHEREAS, the Alabama Department of Archives & History has reviewed the proposed Local Government Records Destruction Notice for eligibility, and

WHEREAS, the City Council desires to authorize the City Clerk-Treasurer to destroy the records identified as eligible for destruction.

NOW, THEREFOR, BE IT RESOLVED, that the City Clerk-Treasurer is hereby authorized to proceed with the destruction of records pursuant to any Local Government Records Destruction Notice prepared by the City Clerk-Treasurer Department dated in 2025 until all approved destruction is complete.

READ, APPROVED, AND ADOPTED this 9th day of June 2025

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

ATTEST:

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

APPROVED this _____ day of June 2025

Paul Finley, Mayor
City of Madison, Alabama



STATE OF ALABAMA
DEPARTMENT OF ARCHIVES AND HISTORY

624 WASHINGTON AVENUE · MONTGOMERY, AL 36130-0100

Mailing Address: P.O. BOX 300100

www.archives.alabama.gov

Director's Office	334-242-4441
Administrative Services	242-4361
Research Room	242-4435
School Tours	242-4364
Records Management	242-4452
State Records Center	277-9898
FAX	240-3433

Steve Murray
DIRECTOR

May 27, 2025

Lori Spaulding
Municipal Records Coordinator
City of Madison
Human Resources Department
100 Hughes Road
Madison, AL 35758

Dear Lori Spaulding:

Please allow this letter to serve as notification that the Alabama Department of Archives and History Records Management Section has received your Local Government Records Destruction Notice for 322 cubic feet of outdated records from the City of Madison - Human Resources Department. These documents appear to be eligible for destruction under the Records Disposition Authority for Municipalities.

For your convenience, I have included a copy of the submitted destruction notice. If you have any questions or concerns, please feel free to contact me at 334-353-1103, or charles.busby@archives.alabama.gov.

Sincerely,

Charles Busby
Records Management Archivist
Alabama Department of Archives and History
624 Washington Ave.
Montgomery, AL 36130

Enclosure

BOARD OF TRUSTEES

Delores R. Boyd, Chair, *District 7* · Julian D. Butler, Vice Chair, *District 5*
District 1: Elizabeth P. Stevens; Schley Rutherford Jr. · *District 2*: Horace H. Horn; Gale Saxon Main
District 3: Fred D. Gray; Barbara Patton · *District 4*: Bobby M. Junkins; Alyce M. Spruell
District 5: Lynwood Smith · *District 6*: Majella Chube Hamilton; Garland Cook Smith
At Large: Leigh Davis; Marcus Reid
Ex-officio Member: Governor Kay Ivey

RM-05

Revised 11/2024



Local Government Records Destruction Notice

To document the legal destruction of records according to your agency's Records Disposition Authority (RDA), send this completed form to the Alabama Department of Archives and History (ADAH) to receive your letter of eligibility. Records not covered by an approved RDA, or records created prior to 1900, may NOT be legally destroyed. For questions, contact the ADAH Archives Division at 334-242-4452. Please do not mail the form. Instead, email the destruction notice to Becky.Hebert@archives.alabama.gov. Electronic signatures are allowed.

Date	Local Government	Department	Program Unit
<input type="text" value="05/19/2025"/>	<input type="text" value="Madison City"/>	<input type="text" value="Human Resources"/>	<input type="text"/>
First Name	Last Name	Job Title	Phone Number
<input type="text" value="Lori"/>	<input type="text" value="Spaulding"/>	<input type="text" value="Municipal Records Coordinator"/>	<input type="text" value="256-772-5655"/>
Email	Street	City	State Zip
<input type="text" value="lori.spaulding@madisonal.gov"/>	<input type="text" value="100 Hughes Road"/>	<input type="text" value="Madison"/>	<input type="text" value="AL"/> <input type="text" value="35758"/>

Please list name, title, email, and phone number for any other individuals, not listed above, who need to be copied when sending the letter of eligibility.

Select the manner in which records will be destroyed	Date of Intended Destruction	Select the retention schedule you are using to destroy records
<input type="text" value="Landfill"/>	<input type="text" value="TBD"/>	<input type="text" value="Municipalities"/>
Total cubic feet of obsolete paper records destroyed?	Total bytes of obsolete electronic records destroyed?	
<input type="text" value="322 cubic feet"/>	<input type="text" value="0"/>	

I hereby certify that the records to be destroyed are correctly represented below, that they are eligible for destruction according to the Records Disposition Authority approved by the Local Government Records Commission, that audit and Sunset Review requirements have been fully satisfied, and that the records are not required for any pending or imminent litigation.

Signature of Authorizing Official

Lisa Thomas
City Clerk Treasurer
5/23/25

Printed Name of Authorizing Official

(Signature may be digital but may not only be a typed name)

Title of Authorizing Official

*For Schools: Must be the Superintendent of Education

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
20.07b	Employee Certification Files	2007-2018	March 1, 2022	February 1, 2019	100 cubic feet
20.11	Employee Files	1986 - 2018	March 1, 2025	February 1, 2019	102 cubic feet
20.15d	Payroll Records	1989 - 2010	March 1, 2015	February 1, 2011	22 cubic feet
20.19a	Worker's Compensation Files	1989 - 2007	March 1, 2020	February 1, 2008	24 cubic feet
20.08	Job Recruitment Materials	1976 - 2006	March 1, 2009	February 1, 2007	10 cubic feet
20.02	Personnel Hearing Files	1975 - 2014	March 1, 2021	February 1, 2015	18 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/local/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
20.16	Employee Flexible Benefits Plan Files	2010 - 2018	6 years		12 cubic feet
19.05	Contracts, Leases, Franchises and Agreements	1990	10 years		2 cubic feet
19.03a	Routine Accounting Records	2007 - 2014	2 years		6 cubic feet
20.17b	Employee Insurance Program Enrollment and Claims Files	1989 - 1990	4 years		4 cubic feet
20.14c	Leave and Attendance Records	2007	2 years		2 cubic feet
20.05c	Job Classification and Pay Plans	1998 - 2017	4 years		4 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/local/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
20.09b	Unsuccessful Applications	1994 - 2016	March 1, 2020	February 1, 2017	8 cubic feet
20.22	Family Medical Leave	2004 - 2018	March 1, 2021	February 1, 2019	4 cubic feet
20.05b	Job Classification and Pay Plans	1998 - 2017	March 1, 2022	February 1, 2018	4 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/focal/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.



Steve Murray
DIRECTOR

STATE OF ALABAMA DEPARTMENT OF ARCHIVES AND HISTORY

624 WASHINGTON AVENUE · MONTGOMERY, AL 36130-0100

Mailing Address: P.O. BOX 300100

www.archives.alabama.gov

Director's Office	334-242-4441
Administrative Services	242-4361
Research Room	242-4435
School Tours	242-4364
Records Management	242-4452
State Records Center	277-9898
FAX	240-3433

May 27, 2025

Lori Spaulding
Municipal Record Coordinator
City of Madison
Police Department
100 Hughes Road
Madison, AL 35756

Dear Lori Spaulding:

Please allow this letter to serve as notification that the Alabama Department of Archives and History Records Management Section has received your Local Government Records Destruction Notice for 162 cubic feet of outdated records from the City of Madison - Police Department. These documents appear to be eligible for destruction under the Records Disposition Authority for Law Enforcement Agencies.

For your convenience, I have included a copy of the submitted destruction notice. If you have any questions or concerns, please feel free to contact me at 334-353-1103, or charles.busby@archives.alabama.gov.

Sincerely,

Charles Busby
Records Management Archivist
Alabama Department of Archives and History
624 Washington Ave.
Montgomery, AL 36130

Enclosure

BOARD OF TRUSTEES

Delores R. Boyd, Chair, *District 7* · Julian D. Butler, Vice Chair, *District 5*
District 1: Elizabeth P. Stevens; Schley Rutherford Jr. · *District 2*: Horace H. Horn; Gale Saxon Main
District 3: Fred D. Gray; Barbara Patton · *District 4*: Bobby M. Junkins; Alyce M. Spruell
District 5: Lynwood Smith · *District 6*: Majella Chube Hamilton; Garland Cook Smith
At Large: Leigh Davis; Marcus Reid
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RM-05

Revised 11/2024



Local Government Records Destruction Notice

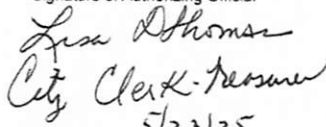
To document the legal destruction of records according to your agency's Records Disposition Authority (RDA), send this completed form to the Alabama Department of Archives and History (ADAH) to receive your letter of eligibility. Records not covered by an approved RDA, or records created prior to 1900, may NOT be legally destroyed. For questions, contact the ADAH Archives Division at 334-242-4452. Please do not mail the form. Instead, email the destruction notice to Becky.Hebert@archives.alabama.gov. Electronic signatures are allowed.

Date	Local Government	Department	Program Unit
<input type="text" value="5/23/25"/>	<input type="text" value="Madison City"/>	<input type="text" value="Police"/>	<input type="text"/>
First Name	Last Name	Job Title	Phone Number
<input type="text" value="Lori"/>	<input type="text" value="Spaulding"/>	<input type="text" value="Municipal Records Coordinator"/>	<input type="text" value="256-772-5655"/>
Email	Street	City	State Zip
<input type="text" value="lori.spaulding@madisonal.gov"/>	<input type="text" value="100 Hughes Road"/>	<input type="text" value="Madison"/>	<input type="text" value="AL"/> <input type="text" value="35756"/>

Please list name, title, email, and phone number for any other individuals, not listed above, who need to be copied when sending the letter of eligibility.

Select the manner in which records will be destroyed	Date of Intended Destruction	Select the retention schedule you are using to destroy records
<input type="text" value="Landfill"/>	<input type="text" value="TBD"/>	<input type="text" value="Law Enforcement Agencies"/>
Total cubic feet of obsolete paper records destroyed?	Total bytes of obsolete electronic records destroyed?	
<input type="text" value="162 cubic feet"/>	<input type="text" value="6 cubic feet"/>	

I hereby certify that the records to be destroyed are correctly represented below, that they are eligible for destruction according to the Records Disposition Authority approved by the Local Government Records Commission, that audit and Sunset Review requirements have been fully satisfied, and that the records are not required for any pending or imminent litigation.

Signature of Authorizing Official	Printed Name of Authorizing Official	Title of Authorizing Official
 City Clerk-Treasurer 5/23/25	<input type="text" value="Lisa Thomas"/>	<input type="text" value="City of Madison City Clerk-Treasurer"/>
	(Signature may be digital but may not only be a typed name)	*For Schools: Must be the Superintendent of Education

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
1.06	Impounds	2018-2021	March 1, 2024	February 1, 2022	8 cubic feet
10.03	Purchasing records	2013-2015	March 1, 2018	February 1, 2016	4 cubic feet
10.07a	Grant project files	2007	March 1, 2014	February 1, 2008	2 cubic feet
11.14a	Leave and attendance records	2014	March 1, 2017	February 1, 2013	4 cubic feet
1.01a	Annual activity reports	1986-1996	March 1, 1999	February 1, 1997	80 cubic feet
1.03b	Misdemeanors	1995-2014	March 1, 2025	February 1, 2015	62 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/local/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
4.02a	Felonies	1990-1994	March 1, 2015	February 1, 1995	4 cubic feet
10.02a	Routine accounting records	2014	March 1, 2017	February 1, 2018	2 cubic feet
4.03b	Audio/Video Recordings	1996	March 1, 1999	February 1, 1997	2 cubic feet
1.12	Parade Permit application & permits	2021-2017	March 1, 2020	February 1, 2018	2 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/local/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.



STATE OF ALABAMA
DEPARTMENT OF ARCHIVES AND HISTORY

624 WASHINGTON AVENUE · MONTGOMERY, AL 36130-0100

Mailing Address: P.O. BOX 300100

www.archives.alabama.gov

Director's Office	334-242-4441
Administrative Services	242-4361
Research Room	242-4435
School Tours	242-4364
Records Management	242-4452
State Records Center	277-9898
FAX	240-3433

Steve Murray
DIRECTOR

May 9, 2025

Lori Spaulding
Municipal Records Coordinator
City of Madison
Parks & Recreation
100 Hughes Street
Madison, AL 35758

Dear Lori Spaulding:

Please allow this letter to serve as notification that the Alabama Department of Archives and History Records Management Section has received your Local Government Records Destruction Notice for 114 cubic feet of outdated records from the City of Madison - Parks & Recreation. These documents appear to be eligible for destruction under the Records Disposition Authority for Municipalities.

For your convenience, I have included a copy of the submitted destruction notice. If you have any questions or concerns, please feel free to contact me at 334-353-4702, or chris.bertolini@archives.alabama.gov.

Sincerely,

Chris Bertolini
Records Management Archivist
Alabama Department of Archives and History
624 Washington Ave.
Montgomery, AL 36130

Enclosure

BOARD OF TRUSTEES

Delores R. Boyd, Chair, *District 7* · Julian D. Butler, Vice Chair, *District 5*
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District 3: Fred D. Gray; Barbara Patton · *District 4*: Bobby M. Junkins; Alyce M. Spruell
District 5: Lynwood Smith · *District 6*: Majella Chube Hamilton; Garland Cook Smith
At Large: Leigh Davis; Marcus Reid
Ex-officio Member: Governor Kay Ivey

RM-05

Revised 11/2024



Local Government Records Destruction Notice

To document the legal destruction of records according to your agency's Records Disposition Authority (RDA), send this completed form to the Alabama Department of Archives and History (ADAH) to receive your letter of eligibility. Records not covered by an approved RDA, or records created prior to 1900, may NOT be legally destroyed. For questions, contact the ADAH Archives Division at 334-242-4452. Please do not mail the form. Instead, email the destruction notice to Becky.Hebert@archives.alabama.gov. Electronic signatures are allowed.

Date	Local Government	Department	Program Unit	
5/5/2025	Madison City	Parks & Recreation		
First Name	Last Name	Job Title	Phone Number	
Lori	Spaulding	Municipal Records Coordinator	256-772-3855	
Email	Street	City	State	Zip
Lori.spaulding@madisonal.gov	100 Hughes Street	Madison	AL	35758

Please list name, title, email, and phone number for any other individuals, not listed above, who need to be copied when sending the letter of eligibility.

Select the manner in which records will be destroyed	Date of Intended Destruction	Select the retention schedule you are using to destroy records
Landfill	TBD	Municipalities
<div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
Total cubic feet of obsolete paper records destroyed?	Total bytes of obsolete electronic records destroyed?	
114	0	

I hereby certify that the records to be destroyed are correctly represented below, that they are eligible for destruction according to the Records Disposition Authority approved by the Local Government Records Commission, that audit and Sunset Review requirements have been fully satisfied, and that the records are not required for any pending or imminent litigation.

Signature of Authorizing Official

Printed Name of Authorizing Official

Title of Authorizing Official

Lisa Thomas
 City Clerk - Treasurer
 5/5/2025

Lisa Thomas

City of Madison Clerk-Treasurer

(Signature may be digital but may not only be a typed name)

*For Schools: Must be the Superintendent of Education

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
6.02a	Financial Records	October 2018-September 2019	March 1, 2022	February 1, 2020	14 cubic feet
4.07	Public Transit Program Administrative Files	2008-2017	March 1, 2020	February 1, 2018	48 cubic feet
6.02b	All other records	2010-2017	March 1, 2021	February 1, 2018	16 cubic feet
20.14a	Leave & attendance records	2018-2019	March 1, 2022	February 1, 2020	6 cubic feet
19.03a	Routine accounting records	2009-2022	March 1, 2025	February 1, 2023	26 cubic feet
19.04	Purchasing records	2020-2022	March 1, 2025	February 1, 2023	4 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/local/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.



STATE OF ALABAMA
DEPARTMENT OF ARCHIVES AND HISTORY

624 WASHINGTON AVENUE · MONTGOMERY, AL 36130-0100

Mailing Address: P.O. BOX 300100

www.archives.alabama.gov

Director's Office	334-242-4441
Administrative Services	242-4361
Research Room	242-4435
School Tours	242-4364
Records Management	242-4452
State Records Center	277-9898
FAX	240-3433

Steve Murray
DIRECTOR

May 9, 2025

Lori Spaulding
Municipal Records Coordinator
City of Madison
Fire Department
100 Hughes Road
Madison, AL 35758

Dear Lori Spaulding:

Please allow this letter to serve as notification that the Alabama Department of Archives and History Records Management Section has received your Local Government Records Destruction Notice for 44 cubic feet of outdated records from the City of Madison - Fire Department. These documents appear to be eligible for destruction under the Records Disposition Authority for Fire Departments.

For your convenience, I have included a copy of the submitted destruction notice. If you have any questions or concerns, please feel free to contact me at 334-353-4693, or Devon.Henschel@archives.alabama.gov.

Sincerely,

Devon Henschel
Records Management Archivist
Alabama Department of Archives and History
624 Washington Ave.
Montgomery, AL 36130

Enclosure

BOARD OF TRUSTEES

Delores R. Boyd, Chair, *District 7* · Julian D. Butler, Vice Chair, *District 5*
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District 5: Lynwood Smith · *District 6*: Majella Chube Hamilton; Garland Cook Smith
At Large: Leigh Davis; Marcus Reid
Ex-officio Member: Governor Kay Ivey

RM-05

Revised 11/2024



Local Government Records Destruction Notice

To document the legal destruction of records according to your agency's Records Disposition Authority (RDA), send this completed form to the Alabama Department of Archives and History (ADAH) to receive your letter of eligibility. Records not covered by an approved RDA, or records created prior to 1900, may NOT be legally destroyed. For questions, contact the ADAH Archives Division at 334-242-4452. Please do not mail the form. Instead, email the destruction notice to Becky.Hebert@archives.alabama.gov. Electronic signatures are allowed.

Date	Local Government	Department	Program Unit	
<input type="text" value="4/23/2025"/>	<input type="text" value="Madison City"/>	<input type="text" value="Fire Department"/>	<input type="text"/>	
First Name	Last Name	Job Title	Phone Number	
<input type="text" value="Lori"/>	<input type="text" value="Spaulding"/>	<input type="text" value="Municipal Records Coordinator"/>	<input type="text" value="256-772-5655"/>	
Email	Street	City	State	Zip
<input type="text" value="lori.spaulding@madisonal.gov"/>	<input type="text" value="100 Hughes Road"/>	<input type="text" value="Madison"/>	<input type="text" value="AL"/>	<input type="text" value="35758"/>

Please list name, title, email, and phone number for any other individuals, not listed above, who need to be copied when sending the letter of eligibility.

Select the manner in which records will be destroyed	Date of Intended Destruction	Select the retention schedule you are using to destroy records
<input type="text" value="Landfill"/>	<input type="text" value="TBD"/>	<input type="text" value="Fire Departments"/>
Total cubic feet of obsolete paper records destroyed?	Total bytes of obsolete electronic records destroyed?	
<input type="text" value="44"/>	<input type="text" value="0"/>	

I hereby certify that the records to be destroyed are correctly represented below, that they are eligible for destruction according to the Records Disposition Authority approved by the Local Government Records Commission, that audit and Sunset Review requirements have been fully satisfied, and that the records are not required for any pending or imminent litigation.

Signature of Authorizing Official

Printed Name of Authorizing Official

Title of Authorizing Official

Lisa Thomas
 City Clerk - Treasurer
 Madison, AL

(Signature may be digital but may not only be a typed name)

*For Schools: Must be the Superintendent of Education

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
2.03	Run Reports	2015	January 1, 2021	2020	2 cubic feet
2.05b	EMS Reports	2016-2018	2020	n/a	8 cubic feet
2.04	Patient care reports	2007-2010	2015	n/a	2 cubic feet
8.06b	Employee Certification	2003-2012	2015	n/a	2 cubic feet
5.01	CPR drill & simulation	2013-2017	2022	n/a	2 cubic feet
7.05	Purchasing records	2003-2017	2020	2020	6 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/local/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
7.03a	Routine accounting records	2017-2020	2023	2020	6 cubic feet
8.16a	Employee leave & attendance records	2015-2020	2023	2020	16 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/local/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.



STATE OF ALABAMA DEPARTMENT OF ARCHIVES AND HISTORY

624 WASHINGTON AVENUE · MONTGOMERY, AL 36130-0100

Mailing Address: P.O. BOX 300100

www.archives.alabama.gov

Director's Office	334-242-4441
Administrative Services	242-4361
Research Room	242-4435
School Tours	242-4364
Records Management	242-4452
State Records Center	277-9898
FAX	240-3433

Steve Murray
DIRECTOR

May 19, 2025

Lori Spaulding
Municipal Records Coordinator
City of Madison
City Clerk
100 Hughes Road
Madison, AL 35758

Dear Lori Spaulding:

Please allow this letter to serve as notification that the Alabama Department of Archives and History Records Management Section has received your Local Government Records Destruction Notice for 134 cubic feet of outdated records from the City of Madison - City Clerk. These documents appear to be eligible for destruction under the Records Disposition Authority for Municipalities.

For your convenience, I have included a copy of the submitted destruction notice. If you have any questions or concerns, please feel free to contact me at 334-353-4702, or chris.bertolini@archives.alabama.gov.

Sincerely,

Chris Bertolini
Records Management Archivist
Alabama Department of Archives and History
624 Washington Ave.
Montgomery, AL 36130

Enclosure

BOARD OF TRUSTEES

Delores R. Boyd, Chair, *District 7* · Julian D. Butler, Vice Chair, *District 5*
District 1: Elizabeth P. Stevens; Schley Rutherford Jr. · *District 2*: Horace H. Horn; Gale Saxon Main
District 3: Fred D. Gray; Barbara Patton · *District 4*: Bobby M. Junkins; Alyce M. Spruell
District 5: Lynwood Smith · *District 6*: Majella Chube Hamilton; Garland Cook Smith
At Large: Leigh Davis; Marcus Reid
Ex-officio Member: Governor Kay Ivey

RM-05

Revised 11/2024



Local Government Records Destruction Notice

To document the legal destruction of records according to your agency's Records Disposition Authority (RDA), send this completed form to the Alabama Department of Archives and History (ADAH) to receive your letter of eligibility. Records not covered by an approved RDA, or records created prior to 1900, may NOT be legally destroyed. For questions, contact the ADAH Archives Division at 334-242-4452. Please do not mail the form. Instead, email the destruction notice to Becky.Hebert@archives.alabama.gov. Electronic signatures are allowed.

Date	Local Government	Department	Program Unit	
5.5.25	Madison City	City Clerk		
First Name	Last Name	Job Title	Phone Number	
Lori	Spaulding	Municipal Records Coordinator	256-772-3655	
Email	Street	City	State	Zip
lori.spaulding@madisonal.gov	100 Hughes Road	Madison	AL	35758

Please list name, title, email, and phone number for any other individuals, not listed above, who need to be copied when sending the letter of eligibility.

Select the manner in which records will be destroyed	Date of Intended Destruction	Select the retention schedule you are using to destroy records
Landfill	TBD	Municipalities
<div>Total cubic feet of obsolete paper records destroyed?</div> <div>134</div>		
<div>Total bytes of obsolete electronic records destroyed?</div> <div>0</div>		

I hereby certify that the records to be destroyed are correctly represented below, that they are eligible for destruction according to the Records Disposition Authority approved by the Local Government Records Commission, that audit and Sunset Review requirements have been fully satisfied, and that the records are not required for any pending or imminent litigation.

Signature of Authorizing Official

Lisa Thomas
City Clerk - Treasurer

Printed Name of Authorizing Official

Lisa Thomas

(Signature may be digital but may not only be a typed name)

Title of Authorizing Official

City of Madison City Clerk-Treasurer

*For Schools: Must be the Superintendent of Education

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
19.03a	Routine accounting records	2009-September 2022	March 1, 2025	February 1, 2023	62 cubic feet
1.03bil	All other records	2001-2021	Retain for useful life	February 1, 2022	4 cubic feet
21.11b	Insurance claims	2018-2021	March 1, 2024	February 1, 2022	8 cubic feet
21.11a	Insurance policies	2012-2014	March 1, 2025	February 1, 2019	8 cubic feet
18.13	Mail logs	2020-2022	Retain for useful life	n/a	6 cubic feet
18.06	Board application records	2020	March 1, 2023	n/a	2 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/local/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
2.01d	Unused non-absentee ballots & related election materials	August 25, 2020–October 6, 2020	2021	n/a	2 cubic feet
19.05	Contract agreements	2004–March 15, 2015	March 15, 2025	February 1, 2016	30 cubic feet
18.09	Routine Correspondence	2016–2021	2024	n/a	4 cubic feet
21.04	Deeds to Municipal Real Property	2013	Retain until property is sold	n/a	2 cubic feet
21.02	Annual Inventory records	2014–2018	March 1, 2021	February 1, 2019	2 cubic feet
18.02	Administrative Reference Files	1997–2010	Retain for useful life	n/a	4 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/local/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.



Steve Murray
DIRECTOR

STATE OF ALABAMA DEPARTMENT OF ARCHIVES AND HISTORY

624 WASHINGTON AVENUE · MONTGOMERY, AL 36130-0100

Mailing Address: P.O. BOX 300100

www.archives.alabama.gov

Director's Office	334-242-4441
Administrative Services	242-4361
Research Room	242-4435
School Tours	242-4364
Records Management	242-4452
State Records Center	277-9898
FAX	240-3433

May 9, 2025

Lori Spaulding
Municipal Records Coordinator
City of Madison
Building Department
100 Hughes Road
Madison, AL 35758

Dear Lori Spaulding:

Please allow this letter to serve as notification that the Alabama Department of Archives and History Records Management Section has received your Local Government Records Destruction Notice for 10 cubic feet of outdated records from the City of Madison - Building Department. These documents appear to be eligible for destruction under the Records Disposition Authority for Municipalities.

For your convenience, I have included a copy of the submitted destruction notice. If you have any questions or concerns, please feel free to contact me at 334-353-4693, or Devon.Henschel@archives.alabama.gov.

Sincerely,

Devon Henschel
Records Management Archivist
Alabama Department of Archives and History
624 Washington Ave.
Montgomery, AL 36130

Enclosure

BOARD OF TRUSTEES

Delores R. Boyd, Chair, *District 7* · Julian D. Butler, Vice Chair, *District 5*
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District 5: Lynwood Smith · *District 6*: Majella Chube Hamilton; Garland Cook Smith
At Large: Leigh Davis; Marcus Reid
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RM-05

Revised 11/2024



Local Government Records Destruction Notice

To document the legal destruction of records according to your agency's Records Disposition Authority (RDA), send this completed form to the Alabama Department of Archives and History (ADAH) to receive your letter of eligibility. Records not covered by an approved RDA, or records created prior to 1900, may NOT be legally destroyed. For questions, contact the ADAH Archives Division at 334-242-4452. Please do not mail the form. Instead, email the destruction notice to Becky.Hebert@archives.alabama.gov. Electronic signatures are allowed.

Date	Local Government	Department	Program Unit	
4/23/2025	Madison City	Building		
First Name	Last Name	Job Title	Phone Number	
Lori	Spaulding	Municipal Records Coordinator	256-772-5655	
Email	Street	City	State	Zip
Lori.spaulding@madisonal.gov	100 Hughes Road	Madison	AL	35758

Please list name, title, email, and phone number for any other individuals, not listed above, who need to be copied when sending the letter of eligibility.

Select the manner in which records will be destroyed	Date of Intended Destruction	Select the retention schedule you are using to destroy records
Landfill	TBD	Municipalities
<div>Total cubic feet of obsolete paper records destroyed?</div> <div>10</div>		
<div>Total bytes of obsolete electronic records destroyed?</div> <div>0</div>		

I hereby certify that the records to be destroyed are correctly represented below, that they are eligible for destruction according to the Records Disposition Authority approved by the Local Government Records Commission, that audit and Sunset Review requirements have been fully satisfied, and that the records are not required for any pending or imminent litigation.

Signature of Authorizing Official

Lisa Thomas
Madison City Clerk
Treasurer

Printed Name of Authorizing Official

Lisa Thomas

(Signature may be digital but may not only be a typed name)

Title of Authorizing Official

Madison City Clerk - Treasurer

*For Schools: Must be the Superintendent of Education

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
11.06b	Permits	2014-2015	January 1, 2023	2022	4 cubic feet
12.01	Residential & Commercial Compliance forms	2017	January 1, 2025		2 cubic feet
20.14a	Leave records. Time sheets.	October 1, 2018-September 30, 2019	October 1, 2022	2020	4 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/local/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.



STATE OF ALABAMA
DEPARTMENT OF ARCHIVES AND HISTORY

624 WASHINGTON AVENUE · MONTGOMERY, AL 36130-0100

Mailing Address: P.O. BOX 300100

www.archives.alabama.gov

Director's Office	334-242-4441
Administrative Services	242-4361
Research Room	242-4435
School Tours	242-4364
Records Management	242-4452
State Records Center	277-9898
FAX	240-3433

Steve Murray
DIRECTOR

May 2, 2025

Lori Spaulding
Municipal Records Coordinator
City of Madison
Revenue Department
100 Hughes Road
Madison, AL 35758

Dear Lori Spaulding:

Please allow this letter to serve as notification that the Alabama Department of Archives and History Records Management Section has received your Local Government Records Destruction Notice for 80 cubic feet of outdated records from the City of Madison - Revenue Department. These documents appear to be eligible for destruction under the Records Disposition Authority for Municipalities.

For your convenience, I have included a copy of the submitted destruction notice. If you have any questions or concerns, please feel free to contact me at 334-353-4702, or chris.bertolini@archives.alabama.gov.

Sincerely,

Chris Bertolini
Records Management Archivist
Alabama Department of Archives and History
624 Washington Ave.
Montgomery, AL 36130

Enclosure

BOARD OF TRUSTEES

Delores R. Boyd, Chair, *District 7* · Julian D. Butler, Vice Chair, *District 5*
District 1: Elizabeth P. Stevens; Schley Rutherford Jr. · *District 2*: Horace H. Horn; Gale Saxon Main
District 3: Fred D. Gray; Barbara Patton · *District 4*: Bobby M. Junkins; Alyce M. Spruell
District 5: Lynwood Smith · *District 6*: Majella Chube Hamilton; Garland Cook Smith
At Large: Leigh Davis; Marcus Reid
Ex-officio Member: Governor Kay Ivey

RM-05

Revised 11/2024



Local Government Records Destruction Notice

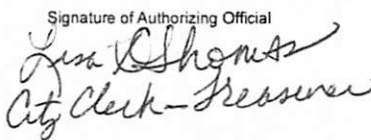
To document the legal destruction of records according to your agency's Records Disposition Authority (RDA), send this completed form to the Alabama Department of Archives and History (ADAH) to receive your letter of eligibility. Records not covered by an approved RDA, or records created prior to 1900, may NOT be legally destroyed. For questions, contact the ADAH Archives Division at 334-242-4452. Please do not mail the form. Instead, email the destruction notice to Becky.Hebert@archives.alabama.gov. Electronic signatures are allowed.

Date	Local Government	Department	Program Unit	
5/1/2025	Madison City	Revenue		
First Name	Last Name	Job Title	Phone Number	
Lori	Spaulding	Municipal Records Coordinator	256-772-3655	
Email	Street	City	State	Zip
lori.spaulding@madisonal.gov	100 Hughes Road	Madison	AL	35758

Please list name, title, email, and phone number for any other individuals, not listed above, who need to be copied when sending the letter of eligibility.

Select the manner in which records will be destroyed	Date of Intended Destruction	Select the retention schedule you are using to destroy records
Landfill	TBD	Municipalities
Total cubic feet of obsolete paper records destroyed?	Total bytes of obsolete electronic records destroyed?	
80 cubic feet	0	

I hereby certify that the records to be destroyed are correctly represented below, that they are eligible for destruction according to the Records Disposition Authority approved by the Local Government Records Commission, that audit and Sunset Review requirements have been fully satisfied, and that the records are not required for any pending or imminent litigation.

Signature of Authorizing Official

 City Clerk-Treasurer

Printed Name of Authorizing Official
 Lisa Thomas
 (Signature may be digital but may not only be a typed name)

Title of Authorizing Official
 Madison City Clerk-Treasurer
 *For Schools: Must be the Superintendent of Education

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
11.02	Business Licenses new & renewed	2017-2020	2022	2020	56 cubic feet
20.14a	Time Sheets	January 2013-December 2020	December 2022	2021	2 cubic feet
19.03a	Daily Business Licenses Deposit Reports	2017-2018	2021	2020	12 cubic feet
19.03a	Miscellaneous Deposits	January 1992-December 1992	1995	1993	2 cubic feet
18.09	Miscellaneous Correspondence	2001-2018	2022	2020	6 cubic feet
16.03	Tax deposits	2016	2019	2018	2 cubic feet

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information <https://archives.alabama.gov/manage/local/>

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.

RESOLUTION NO. 2025-189-R

**A RESOLUTION AUTHORIZING SUPPORT SERVICES WITH WHITE RHINO
SECURITY**

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 Quote No. 060325 dated June 3, 2025 with White Rhino Security, for annual firewall support services. 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 White Rhino Security, 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 9th day of June 2025.

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

ATTEST:

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

APPROVED this _____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama



White Rhino Security
PO Box 1684
Santa Rosa Beach, FL 32459
Phone (205) 862.0265

DATE June 3, 2025
Quote# 060325
Customer ID Madison

Invoice prepared for:

CITY OF MADISON
Chris White

Description	AMOUNT
Annual support for all firewalls, including on-site network assistance and configuration services as needed.	\$15,000.00
	1.00
What does this firewall managed service include? 1. Remote Firewall managed services for one year (Everything firewall related). 2. Configuration changes to the current Firewalls, based on customer requests. 3. Firewall auditing. 4. Firewall health checks. 5. Remediation of firewall misconfigurations. 6. Proactive recommendations for best security practices. 7. Management of advance threat prevention features, including IPS/IDS, URL filtering, malware and antivirus modules in current firewall. 8. Firewall log review. 9. Firewall software upgrades. 10. Anything else deemed necessary by White Rhino Security engineers to help secure the environment with current firewall, from a proactive approach.	
What does this firewall managed service not include? 1. Onsite firewall work, unless deemed necessary by White Rhino Security.	
TOTAL COST:	\$ 15,000.00

Customer acceptance: _____

THANK YOU FOR PARTNERING WITH WHITE RHINO SECURITY!

RESOLUTION NO. 2025-190-R**A RESOLUTION AUTHORIZING
AGREEMENT WITH STERICYCLE, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute in electronic form an agreement with Stericycle, Inc., for the service of shredding and disposing of certain City documents as provided in Resolution No. 2025-181-R and otherwise approved by the City Council during the term of the Agreement, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Attachment A," and that the City Clerk-Treasurer is hereby authorized to appropriately attest and maintain electronic and standard file copies of 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 Stericycle, 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 9th day of June 2025.

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

ATTEST:

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

APPROVED this ____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama

Review and complete

Finish

DocuSign Envelope ID: D457D1F1-8B1A-47B6-A4F6-005B87F3EBE4

Start  Shred-it® is a Stericycle solution.

ProtectPLUS Order Form

Effective Date 06.01.2025

Between Stericycle, Inc. (Shred-it) and CITY OF MADISON CITY CLERK'S DEPARTMENT

Sold To Address:

Customer/ Company Name: CITY OF MADISON CITY CLERK'S DEPARTMENT
Address: 100 Hughes Rd
Suite / Floor / Building:
City / State / Zip: Madison, Alabama, 35758-1110
Phone: 256-772-5652
Email: lisa.thomas@madisonal.gov
Contact: Lisa Thomas
Title:

Bill To Address:

Billing Contact/ Company Name: CITY OF MADISON CITY CLERK'S DEPARTMENT
Address: 100 Hughes Rd
Suite / Floor / Building:
City / State / Zip: Madison, Alabama, 35758-1110
Phone: 256-772-5652
Email: lisa.thomas@madisonal.gov
Contact: Lisa Thomas
Title:

ProtectPLUS Subscription Details:

Service Level:	Service Type:	Annual Allocation:
ProtectPLUS Basic	REGULAR SERVICE OFF-SITE (PAPER)	13
Container Type Selection:		Allotted Containers Per Stop:
TOTE-LARGE (96G/360L)		6

ProtectPLUS - Pricing, Extra Material & Terms:

Pricing & Terms

Additional Stop Fee:	\$165.00
Fuel & Environmental Surcharge:	Per Monthly Index
Recycling Recovery Surcharge:	Per Monthly Index
Contract Term Length	12 Months
Contract Renewal Terms	Same As Initial Duration

Monthly Subscription Fee* \$162.5

*Additional Fees (including surcharges, extra material/stop fees)
During the first 12 Months of the Agreement, Shred-it will include the monthly subscription amount and service fees. Thereafter, the monthly service fees will not increase by more than 7% annually.

Service Fees -Extra Materials

Container Type	Unit Rate
Small Box	\$ 12.50
Large Box	\$ 17.73
Medium Tote (64G/240L)	\$ 61.45
Large Tote (96G/360L)	\$ 92.75
Blue Bag	\$ 31.31

Notes:

If Service Agreement includes multiple site locations, the monthly fee does not include any Additional Fees (Surcharges, Ancillary Fees & Taxes) that may apply.

This Order Form is subject to the ProtectPLUS Terms and Conditions, which are located at <https://www.shredit.com/en-us/services/protect-plus/terms-and-conditions>, and which are incorporated by reference hereto. Shred-it may update the ProtectPLUS Terms and Conditions and/or URL from time to time.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

Shred-it:

Contracting Entity: Stericycle, Inc. (Shred-it)
DEPARTMENT

Customer:

Customer/Company Name: CITY OF MADISON CITY CLERK'S DEPARTMENT

Powered by  docuSign

English (US) Terms of Use Privacy

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RESOLUTION NO. 2025-193-R

**AUTHORIZING THE ACCEPTANCE OF AN INSURANCE SETTLEMENT FROM
ALABAMA MUNICIPAL INSURANCE CORPORATION FOR DAMAGE TO A 2015
FORD FUSION (CLAIM NO. 063820)**

WHEREAS, on April 14, 2025, at approximately 6:50 A.M., a 2015 Ford Fusion assigned to the Madison Police Department was involved in a collision.

WHEREAS, the Alabama Municipal Insurance Corporation (AMIC), the City of Madison's insurance provider, has determined that the vehicle is a total loss and has offered a settlement in the amount of \$9,282.17 subject to a \$1,000.00 deductible; and

WHEREAS, the City of Madison desires to accept the proposed settlement for the loss of the vehicle.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the settlement offer from AMIC in the amount of \$9,282.17, less a \$1,000.00 deductible, is hereby accepted; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is authorized to execute any and all documents necessary to finalize the settlement related to Claim No. 063820JW.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of June 2025.

John Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2025

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281262
POLICY NUMBER
October 1, 2025
EFFECTIVE DATE

\$1,000.00
DEDUCTIBLE
Mike Gardner
AGENT

063820JW
ADJUSTER FILE NUMBER
063820JW
HOME OFFICE CLAIM NO.

To: **Alabama Municipal Insurance Corporation:**

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

YEAR	MAKE	MODEL	VEHICLE ID NO.
2015	Ford	Fusion	1FA6P0G75F5117180

**DATE OF LOSS
CAUSE**

A loss occurred on the 14th day of April, 2025, about the hour of 6:50 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 \$9,282.17
THE ACTUAL LOSS AND DAMAGE to above described automobile was
The deductible provision applicable to this loss (\$1,000.00)

SALVAGE

..... ()

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$8,282.17

**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: 5/8/2025

SIGNATURE

Witness: _____

Subscribed and sworn to before me this 8th day of May, 2025



NOTARY PUBLIC

RESOLUTION NO. 2025-194-R**PROVIDING FOR THE DISPOSAL OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE
PURSUANT TO SECTION 16-108 OF THE CITY OF MADISON CODE OF ORDINANCES**

WHEREAS, the City of Madison owns personal property formerly used by various departments for which the City has no continuing need, such property consisting of the following, and further described in the attached listing:

QUANTITY	DESCRIPTION
1	Lot of Laptop Computers
1	Lot of Desktop Computers

;and

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

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

READ, APPROVED, and ADOPTED this 9th day of June 2025.

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

ATTEST:

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

APPROVED this _____ day of June 2025.

Paul Finley, Mayor

City of Madison, Alabama

Manufacturer	Model	Serial# or Service Tag	Assest Tag
HP	ENVY	2CE3141JCJ	none
DELL	LATTITUDE	1NCS5R1	CM0338
DELL	LATTITUDE	4PC85R1	CM0339
DELL	LATTITUDE	D8LPJL1	5986
LENOVO	THINKPAD	PF-2DD93W	2238
FUJITSU	LIFEBOOK	R8Z00698	2113
FUJITSU	LIFEBOOK	R440191	6830
FUJITSU	LIFEBOOK	R5100411	CM0722
FUJITSU	LIFEBOOK	R8201082	7180
FUJITSU	LIFEBOOK	R4401087	6829
HP	PROBOOK	CNU1405QH5	PD2546
LENOVO	THINKPAD	PF-16TAVZ	NONE
FUJITSU	LIFEBOOK	R6Y01772	1993
FUJITSU	LIFEBOOK	R4400839	6834
FUJITSU	LIFEBOOK	R4401095	6823
FUJITSU	LIFEBOOK	R4400842	6796
FUJITSU	LIFEBOOK	R4400860	6809
FUJITSU	LIFEBOOK	R4401117	6833
FUJITSU	LIFEBOOK	R4400837	6818
LENOVO	THINKPAD		CM0693
FUJITSU	LIFEBOOK	R4Z00992	CM0709
LENOVO	THINKPAD	PF-0YJ2CQ	NONE
FUJITSU	LIFEBOOK	R4401097	6815
FUJITSU	LIFEBOOK	R4400843	06803
LENOVO	THINKPAD	PF-1N2AVD	02182
FUJITSU	LIFEBOOK	R4400840	06832
FUJITSU	LIFEBOOK	R8501344	NONE
LENOVO	THINKPAD	PF-220ETZ	NONE
LENOVO	THINKPAD	PF-22124X	NONE
FUJITSU	LIFEBOOK	R4401085	06808
FUJITSU	LIFEBOOK	R5100406	CM0725
FUJITSU	LIFEBOOK	R4400861	06824
LENOVO	THINKPAD	PF-0ATW5Q	NONE
FUJITSU	LIFEBOOK	R4400856	06802
LENOVO	THINKPAD	PF-0ZF3LA	NONE
FUJITSU	LIFEBOOK	R4400854	06804
HP	PAVILION	CND52503PJ	PD1812
LENOVO	THINKPAD	PB-02WV69	CM0695
LENOVO	THINKPAD	MJ-01A3DT	CM0694

HP	PROBOOK	CNU1405PB8	NONE
DELL	VOSTRO	31XZSP1	CM0271
FUJITSU	LIFEBOOK	R4401116	6831
ASUS	ALTEC LANSING	AR5B95	NONE
FUJITSU	LIFEBOOK	R5100403	CM0728
DELL	LATTITUDE	4PX9Q72	01975
LENOVO	THINKPAD	PF-01QUEZ	CM0678
LENOVO	THINKPAD	PC-0FRGW4	NONE
FUJITSU	LIFEBOOK	R5100405	CM0726
DELL	LATTITUDE	JLS91J1	05825
PANASONIC	TOUGHBOOK	CF-29NAQCZBM	05070
PANASONIC	TOUGHBOOK	CF-19KJRAG2M	05868
PANASONIC	TOUGHBOOK	CF-29NAQCZBM	05087
PANASONIC	TOUGHBOOK	CF-29NAQCZBM	05088
PANASONIC	TOUGHBOOK	CF-29NAQCZBM	05069
PANASONIC	TOUGHBOOK	CF-29NAQCZBM	NONE



Manufacturer	Model	Serial# or Service Tag	Assest Tag
LENOVO	THINKCENTRE	1S10M9000TUSMJ05TL3G	NONE
LENOVO	THINKCENTRE	1S10AS00DFUSPC054DY5	06946
LENOVO	THINKCENTRE	8SSS50S44572F1WH8AY06X2	02197
LENOVO	THINKCENTRE	1S10AS002KUSPB01XW4R	CM0677
LENOVO	THINKCENTRE	8SSS51A28598H1HY13S00R8	02294
LENOVO	THINKCENTRE	1S10M9000TUSMJ05T9PC	02019
LENOVO	THINKCENTRE	8SSS50N23171J1DG79R00VS	NONE
LENOVO	THINKSTATION	1S30AH000YUSMJ01MD0L	CM0733
DELL	OPTIPLEX 990	3836XR1	00187
LENOVO	THINKSTATION	1S30A1002UUSMJ00XUZ4	CM0730
LENOVO	THINKCENTRE	1S10M9000TUSMJ05T9P8	02020
LENOVO	THINKCENTRE	1S10M9000TUSMJ05TL39	02021
LENOVO	THINKCENTRE	11S0C52522ZVJ8963BL09V	NONE
LENOVO	THINKSTATION	8SSS50H70590A1DG5CE00WF	NONE
LENOVO	THINKSTATION	1S30AH004MUSMJ02TA1J	01262
LENOVO	THINKSTATION	8SSS50M61010A1DG88A019Z	02187
LENOVO	THINKCENTRE	8SSS50N23171J1DG79R00V4	NONE
LENOVO	THINKCENTRE	1S10AS002KUSPB01LJ09	NONE
LENOVO	THINKCENTRE	1S10AS002KUSPB011CBR	CM0648
DELL	OPTIPLEX 990	3825XR1	NONE
LENOVO	THINKCENTRE	1S10AS002KUSPB01LHUK	NONE
LENOVO	THINKCENTRE	1S10A002KUSPB01LHUP	NONE
LENOVO	THINKCENTRE	1S10M9000TUSMJ05T9P9	NONE
LENOVO	THINKCENTRE	1S10AS002KUSPB02D0LD	CM0686
LENOVO	THINKCENTRE	1S10AS002KUSPB02D0L5	CM0691
LENOVO	THINKCENTRE	1S110AS002KUSPB02D171	CM0690
LENOVO	THINKCENTRE	1S10AS00DFUSPC054DY9	06945
LENOVO	THINKCENTRE	1S10AS002KUSPCP1LEC6	NONE
LENOVO	THINKCENTRE	1S10AS002KUSPC0316L4	NONE
LENOVO	THINKCENTRE	1S10AS002KUSPB02D0LR	CM0692
LENOVO	THINKCENTRE	1S10AS002KUSPB011C9M	NONE
LENOVO	THINKCENTRE	1S10AS002KUSPB02D0MZ	CM0684
LENOVO	THINKCENTRE	1S10AS002KUSPB011EJV	00125
LENOVO	THINKCENTRE	1S10A2002KUSPB02D0LM	CM0685
LENOVO	THINKCENTRE	1S10A002KUSPB01LJ15	NONE
LENOVO	THINKCENTRE	1S10AS002KUSPB02D17C	CM0681
LENOVO	THINKCENTRE	1S10AS002KUSPB02D0MR	CM0682
LENOVO	THINKCENTRE	1S10AS002KUSPB02D0M4	CM0683
LENOVO	THINKCENTRE	1S10AS002KUSPB02D0VD	CM0687
LENOVO	THINKCENTRE	1S10AS002KUSPB02D2G6	CM0688

LENOVO	THINKCENTRE	1S10AS002KUSPB02D0MD	CM0689
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RESOLUTION NO. 2025-192-R

A RESOLUTION AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL PROJECTS BUDGET

WHEREAS, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931-00); and

WHEREAS, the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the course of the fiscal year and that are not otherwise provided for in the City's budget; and

WHEREAS, the City Council finds that an expenditure of public funds to support the purchase of fifteen (15) laptops and associated equipment for Madison Police Department patrol vehicles serves a public law enforcement and public safety purpose; and

WHEREAS, the total cost of the purchase amounts to eighty-one thousand five hundred seventy-seven dollars and sixty-five cents (\$81,577.65), and seventy one thousand (\$71,000) of the total cost is to be funded from funding provided by Madison County Commissioner Steve Haraway;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that an expenditure, which shall in no event exceed **twelve thousand dollars (\$12,000.00)**, is hereby authorized from the Council Special Projects Budget to complete the above-described purchase, and the attached ProLogic ITS, LLC, quote to facilitate said purchase is hereby ratified.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of June 2025.

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

ATTEST:

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

APPROVED this ____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama



TRANSFORMING
PRODUCTS AND
SERVICES INTO
SOLUTIONS

We have prepared a quote for you

Madison, AL PD/CF-33/QTY 15

Quote # 010327
Version 1

Quote Prepared for:

Madison Police Department-AL

Toby Jenkins
toby.jenkins@madisonal.gov

Prepared by:

ProLogic ITS LLC

Lance Bullock
lance.bullock@prologicits.com

WWW.PROLOGICITS.COM

Products

Manufacturer Part Number	Description	Price	Qty	Ext. Price
CF-334Z-ONAM	BSKU, Win11 Pro, Intel Core i7-1270P vPro (up to 4.8GHz), AMT, 12.0IN QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Ca	\$3,923.89	15	\$58,858.35
HA-33LDS2L	Havis Premium Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. Includes LIND power supply. USB - 6, Serial, LAN -2, HDMI, VGA, Dual RF. Features two front USB ports for easy access. Requires Premium Keyboard (sold separately).	\$1,013.28	15	\$15,199.20
CF-VEK335LMP	Premium Emissive Keyboard for CF-33 Mk3 (not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps -2, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle/Kickstand.	\$501.34	15	\$7,520.10

Subtotal: \$81,577.65

Madison, AL PD/CF-33/PTY 15

Prepared for:**Madison Police Department-AL**

100 Hughes Road
 Madison, Alabama 35758
 Toby Jenkins
 (256) 772-5607
 toby.jenkins@madisonal.gov

Bill To:**Madison Police Department-AL**

Toby Jenkins
 100 Hughes Road
 Madison, Alabama 35758

Ship To:**Madison Police Department-AL**

Toby Jenkins
 100 Hughes Road
 Madison, Alabama 35758

Quote Information:**Quote #: 010327**

Version: 1
 Delivery Date: 05/02/2025
 Expiration Date: 05/17/2025

Quote Summary

Description	Amount
Products	\$81,577.65
Total: \$81,577.65	

Payment Terms: Net 30 Days. After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual). A PO is required for orders exceeding \$10,000. Credit card payments over \$5,000 are subject to a 2.9% fee. Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein. Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO. Hardware cancellations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologicits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs


Madison Police Department-AL

Signature:

Name:

Title:

Date:


 John Gandy
 Police Chief
 05-28-2025

RESOLUTION NO. 2025-191-R

**AUTHORIZING FUNDING FROM THE CITY COUNCIL
SPECIAL PROJECTS BUDGET**

WHEREAS, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931-00); and

WHEREAS, the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the course of the fiscal year and that are not otherwise provided for in the City's budget; and

WHEREAS, the City Council finds that an expenditure of public funds to provide funding to the Madison Fire Department for Command Staff leadership training meets a public purpose;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that an expenditure, which shall in no event exceed **eighteen thousand seventy-two dollars (\$18,072)**, is authorized from the Council Special Projects budget for the above-described purpose, and payment to Eagle Consulting, LLC, is hereby authorized.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of June 2025.

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

ATTEST:

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

APPROVED this _____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama



EAGLE CENTER FOR LEADERSHIP

PROPOSAL

Madison Fire and Rescue



Steve Meadows

Director of Business Development

678-429-4652

stevemeadows@teceagle.com

Moriah Jarrett

Business Development Lead

256-476-7239

moriahjarrett@teceagle.com



206 4th Ave. SE, Suite A2
Decatur, AL 35601

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WHO WE ARE

Eagle Center for Leadership

At Eagle Center for Leadership, we are dedicated to partnering with organizations to invest in developing the leadership abilities of their most valuable asset: their people. Established in the southeast industrial technology corridor, we have provided excellence in leadership development at every level of an organization through coaching, consulting, leadership training and online services since 1999. Our clients are diverse in industry and size, and we have worked with many national and international companies including 3M, PPG, Nucor Steel and Leidos.

Founded under the visionary leadership of CEO, Dr. Larry Little and President, Melissa Hambrick Jackson, we have experienced tremendous growth while remaining faithful to the founding values of excellence in relational leadership, and we have continued to uphold our commitment to making a difference in the lives of leaders and their teams.

Our Approach

Our team, at Eagle Center for Leadership, works with partners around the world to provide relational one-on-one coaching and to create customized leadership development programs that utilize established and effective tools and concepts. We provide leadership development and coaching for every level of leadership in an organization, from front-line team members to executives. Our results-based tools and methods have been proven to increase the leadership capacity of individuals, teams, and organizations.

We believe in the power of relationships and work with our partners in a way to develop and implement the most effective leadership development plan for each organization and its employees. Our methods are based on a customized approach that is unique to our partner's needs, while remaining founded in proven and widely used concepts and tools.



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Our Team

Our team of highly experienced professionals is dedicated to making a difference in the lives of people. Eagle team members have first-hand experience with increasing overall organizational performance by developing the leadership skills needed by world class of that organizations. Eagle coaches are purposefully chosen for their effectiveness and experience in providing engaging, results-based leadership development through the use of tangible tools and proven concepts and programs. Our Eagle coaches will facilitate growth and leadership in the personal and professional lives of each individual we have the privilege of walking alongside.



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OUR SERVICES

Eagle Center for Leadership products and services fall into three main categories: Leadership Coaching, Leadership Development and Leadership Solutions.

Leadership Coaching

Leadership Level

Leadership coaching provides leaders within your organization a valuable resource for developing leadership skills. It has also been proven to be one of the most powerful tools in maintaining effective leadership.

The greatest asset a leader possesses is the ability to make good decisions. Having someone who is equipped and experienced to walk with employees, speaking into their lives, and asking the right questions brings immeasurable value to an organization's leadership. Establishing a relationship with one of our leadership coaches significantly raises the organization's overall leadership capacity.

Topics addressed by leadership coaches include, but are not limited to:

- Personality awareness and perspectives
- Personal growth strategy
- Team motivation and performance
- Clear and professional communication
- Breaking down silos
- Dealing with consistent change
- Building trust within teams
- Enhancing the productivity with their team
- Developing and sustaining a strong culture
- Creating accountability within team
- Advancing to the next level



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Leadership Development Seminars

Eagle Center for Leadership offers customized virtual, onsite and offsite training experiences and/or seminars aimed at meeting the precise needs of your organization. An Eagle facilitator will tailor and facilitate a customized session to help develop your team's skills and strengthen your organization and employees in the areas they need it most.

Our experienced facilitators will lead team meetings that include, but are not limited to, the following topics:

- Developing key communication skills
- Having the hard conversations
- Dealing with conflict
- Building and navigating strong teams
- Creating sustainable leaders within your team

Our exclusive Eagle Leadership Series was developed by Dr. Larry Little as a tangible tool to help leaders increase their overall leadership capacity and their ability to make a difference in the lives of those they lead personally and professionally, starting with themselves. Leaders who complete the entire Eagle Leadership Series will ultimately increase their self-awareness and learn how to connect with and lead others, increase their influence through accountability, promote continuous growth and leadership, and to effectively repair broken or damaged relationships in order to regain the ability to lead.

The Eagle Leadership Series, like the rest of our services, can be customized to be delivered to your organization. Employees who engage in any of the seminars will be given tangible and effective tools and proven concepts that will increase their leadership abilities.



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Team Trust

Trust is an essential element in all healthy relationships, and the relationships that exist in your team are no different.

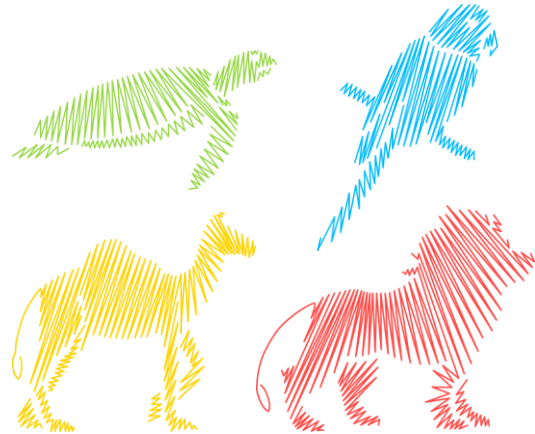
Trust is the glue that can hold a team together through good times and bad. Trust binds people together through a commitment of caring. People not only care for what needs to be done, they also care for the wellbeing of everyone involved.

In this seminar, you will take a closer look at:

- Understanding the importance of connection on a team
- The value of having healthy conflict
- Learn the Five Facets of Team Trust
- Focus on authentic and effective communication strategies
- Increasing engagement, consensus & building cohesiveness
- Align team to strengthen organizational culture
- Identify the team's overall needs
- Clarifying expectations and roles of team
- Provide tools for constructive hard conversations
- Recognize and work with other viewpoints & perspectives
- Learn personality factors in conflict resolution
- Understand and assess the different types of conflict
- The role of the leader in managing conflict
- Identify the dos and don'ts of team behaviors
- Creating a culture of appreciation and collaboration
- Learn the critical practices for successful team dynamics

Make A Difference

The *Make a Difference* seminar provides an interactive, fast-paced experience geared toward increasing leadership skills in both the personal and professional realms. It contains practical and insightful content that can be applied in diverse environments and situations – any time there is an opportunity to connect with another person.



Participants learn how to apply personality-type research to navigate communication and collaboration more effectively with those they lead. They confront the common myths that drive daily decisions in their relationships and learn simple and powerful tools to debunk those myths. This profound content is presented in an engaging and interactive way, resulting in easily actionable learning and tangible take-away skills for participants. This seminar has proven to be relevant and practical for a wide range of leaders and teams, from those who are highly technical to those who work in people-oriented work settings.

Benefits from *Make a Difference* include:

- Fostering collaboration
- Developing leadership skills
- Increasing employee engagement
- Aligning teams
- Increasing consensus
- Building cohesiveness
- Strengthening culture
- Confronting damaging myths that build silos
- Providing simple, yet powerful tools (applicable immediately in the work force)



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Difficult Conversations

The words challenging, hard, difficult, and sometimes perplexing, comes to mind when thinking about facing critical conversations in our relationships, both professional and personal. The issues surrounding challenging conversations can potentially have a vast impact on our work – discouragement, negativity on our teams, poor morale, and loss of productivity.

Our seminar Difficult Conversations: Destructive to Constructive provides participants with a set of tools that can strengthen and grow their 'difficult conversation' muscle which will lead to being more successful having critical conversations.

In this seminar, you will take a closer look at:

- Identifying and understanding the three main components that make a conversation challenging
- Effectively using Only The Facts: 4-Part Process to handling a difficult conversation
- Managing the conversation using your Emotional Intelligence
- Maintaining a Growth mindset
- Understanding your responsibility by living The Inner Game
- Provide tools for constructive hard conversations
- Role playing scenarios to help guide conversations from being Destructive to Constructive for you and the other party



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Service Review Conversations

As part of the leadership development support you receive from Eagle Center for Leadership, we strive to facilitate consistent, open communication and feedback opportunities with you regarding the services being delivered to you and your team. Throughout the duration of your contract period, we will meet with you to provide:

- Opportunity for us to listen and hear your thoughts
- Updates on recent services being delivered
- Qualitative and quantitative data points from your team
- Qualitative and quantitative data points from our coaches and/or facilitators
- Discuss areas to pivot around your changing needs
- Brainstorm solutions and new tools to support your team

This rhythm of communication will allow us focused time to listen and connect with you as we are walking side-by-side with your most valued asset – your team.



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FINANCIAL OVERVIEW AND PROPOSAL

Eagle Center for Leadership proposes the following services for Madison Fire and Rescue based on conversations and information provided about your department's unique needs. These services provide a tiered approach aimed at each level of leadership.

Proposal Submission Date: May 21, 2025

Proposal Valid Through: July 20, 2025

Services Duration: Six months – date TBD based on client need

PRODUCT/SERVICE	UNIT QTY	UNIT PRICE	DISC	MFR RATE	TOTAL PRICE
Team Trust Seminar <i>In-Person Delivery by ECFL Credentialed Facilitator</i> <i>Up to three (3) hours of content</i>	1	\$3,950	10%	\$3,555	\$3,555
Leadership Development Seminar <i>Content TBD based on needs of department leaders</i> <i>In-Person Delivery by ECFL Credentialed Facilitator</i> <i>Up to three (3) hours of content</i>	1	\$3,950	10%	\$3,555	\$3,555
Leadership Level Coaching <i>Hourly rate for leadership coaching for up to seven (7) individuals</i> <i>One session per month for six (6) months</i>	42	\$290	10%	\$261	\$10,962
Sub-Total					\$18,072

Monthly Billing Amount (6 installments, plus expenses): \$3,012.00

***Additional expenses to be paid by Madison Fire and Rescue** (this includes any books and resources used in proposed services, as well as travel expenses including, but not limited to, airfare, hotel, ground transportation, shipping expense and meals.) This contract may be cancelled by either party **within thirty (30) days' notice**. To implement this proposal, **please sign and return the corresponding Service Order Form**.

Thank you for your trust and partnership to invest in the leadership and lives of your team.
Together, we can make a difference.



Service Order Form

Eagle Center for Leadership
A Division of Eagle Consulting, LLC

Remittance Address:
P.O. Box 988
Decatur, AL USA 35602-0988
256-341-0811

Order Form # : 0647-B
Sales Rep : Moriah Jarrett
Quote Issued: 5/21/2025
Proposal valid until: 7/20/2025
Service Start Date: TBD Based on Need
Service End Date: ""

Customer Information

Company Name City of Madison -- Fire and Rescue
Name Chief Brandy Williams
Address 100 Hughes Road

City, State, Zip Madison, AL 35758
Phone 256-464-8421 (office) 256-990-9539 (mobile)
Email brandy.williams@madisonal.gov

Please select your payment choice:

Purchase Order ☐
Credit Card Purchase ☐
Other ☐ _____

Card Number: _____

Exp Date: _____ Security Code: _____

Billing Address: _____

	Service/Product	Start Date	Qty	Price		Sub-Total
	Team Trust Seminar	TBD	1	\$ 3,555.00		\$3,555
	Leadership Development Seminar (content TBD)	TBD	1	\$ 3,555.00		\$3,555
	Leadership Level Coaching	TBD	42	\$ 261.00		\$10,962
	Hourly rate for leadership coaching for up to seven (7) people					\$0
	One session per month for six (6) months					\$0
						\$0
						\$0
						\$0
						\$18,072

Comments: Monthly installments (6 months, plus expenses) \$3,012.00 per month.
***Additional expenses to be paid by customer** (this includes any books and resources used in proposed services, as well as travel expenses including, but not limited to, airfare, hotel, ground transportation, shipping expense and meals.)

Purchase Orders must include the following:

- (1.) PO Number
- (2.) Product Names
- (3.) Bill to Address, email and telephone number
- (4.) Ship to Address
- (5.) FOB ORIGIN

Customer Acknowledgement:

Signed By: _____

Name, Title, Date: _____

ECFL Acknowledgement:

Signed By: _____

Name, Title, Date: _____

Customer Billing Contact

Name: _____

Company: _____

Address: _____

Email: _____

Phone: _____

Customer Contact:

Name: _____

Company: _____

Address: _____

Email: _____

Phone: _____

Incorporated Terms:

This Order Form incorporates the Terms and Conditions set forth in the Consulting Services Agreement that can be found at <https://eaglecenterforleadership.com/agreements/>. Customer agrees to provide Eagle Center for Leadership (ECFL) with such cooperation, materials, information, access and support which are reasonably required to allow ECFL to successfully provide the Services specified above. By selecting the purchase order exception Customer acknowledges that a purchase order is not required for this transaction and payment is as per the terms set forth agreed upon. The Effective Date is the date this Order Form is signed by Customer. No change or modification to this Order Form shall be effective or binding except as expressly set forth in a written agreement signed by both parties. Intending to be legally bound, the parties have had this Order Form executed by their duly authorized representatives.

ORDINANCE NO. 2025-129

AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS RC-2 (RESIDENTIAL CLUSTER DISTRICT NO. 2).

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

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as RC-2 (Residential Cluster District No. 2):

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:

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 BOWERS ROAD (60 FOOT PUBLIC RIGHT-OF-WAY); THENCE, ALONG THE SAID WEST MARGIN, SOUTH 01 DEGREE 39 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1980.72 FEET TO A 1/2" IRON PIN FOUND; THENCE, LEAVING SAID WEST MARGIN, NORTH 88 DEGREES 27 MINUTES 34 SECONDS WEST A DISTANCE OF 1963.95 FEET TO THE POINT OF BEGINNING;

CONTAINING 89.27 ACRES MORE OR LESS.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be RC-2 (Residential Cluster District No. 2).

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this _____ day of May 2025.

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

ATTEST:

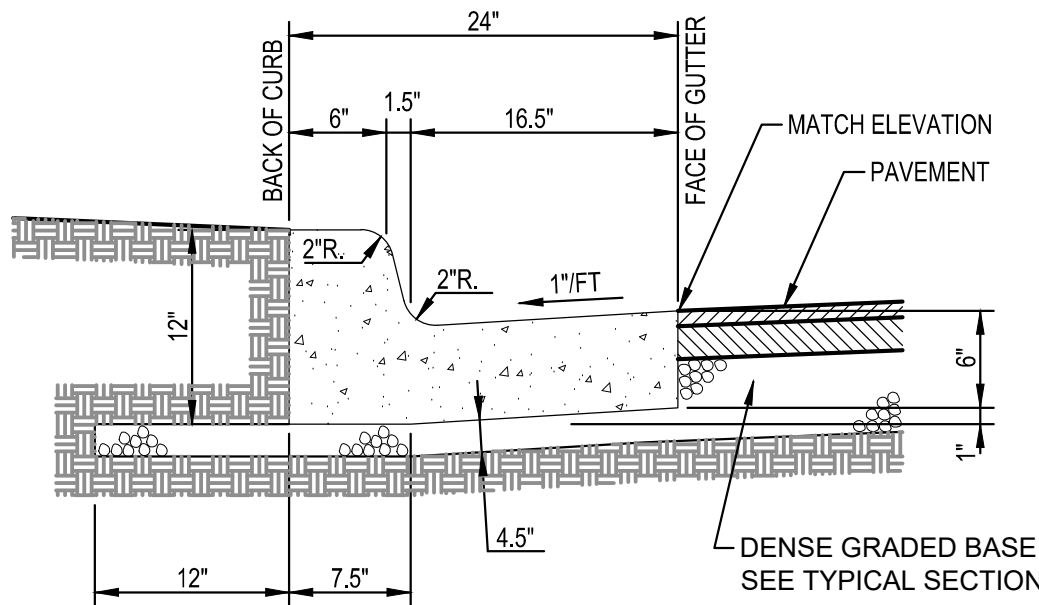
Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of May 2025.

Paul Finley, Mayor
City of Madison, Alabama

GENERAL NOTES

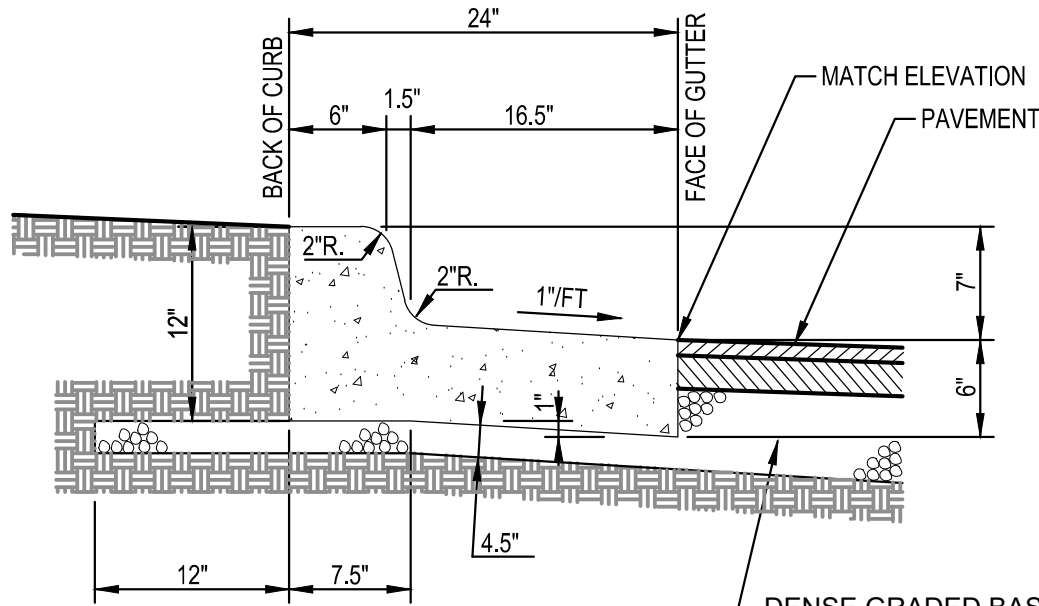
1. SITE TOPOGRAPHY MAPS AND OTHER TOPOGRAPHIC DATA SHOWN ON THESE PLANS OR INCLUDED IN THE SPECIFICATIONS ARE FOR THE INFORMATION OF THE CONTRACTOR. THE CONTRACTOR SHALL MAKE SUCH ADDITIONAL INVESTIGATIONS AS REQUIRED TO ACQUAINT HIMSELF ADEQUATELY WITH THE SITE TOPOGRAPHY AND SUBSURFACE SOIL CONDITIONS FOR PREPARATION OF HIS BID AND FOR THE SUCCESSFUL EXECUTION OF THE WORK.
2. PROTECTION OF WORK: THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PROTECTION OF HIS WORK. THE OWNER MAY DIRECT THE CONTRACTOR TO PERFORM NECESSARY GRADING AND DRAINAGE TO PREVENT SURFACE RUN-OFF FROM DAMAGING THE WORK. SUCH GRADING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED PRIOR TO EXCAVATION. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE DRAWINGS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND 2 THE POINT, INC. ASSUME NO RESPONSIBILITY AS TO THE ACCURACY OF THEIR DEPICTED LOCATION ON THESE DRAWINGS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ALL OTHER UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE DRAWINGS BY VERIFICATION OF THEIR LOCATION IN THE FIELD PRIOR TO THE INITIATION OF THE ACTUAL PORTION OF THEIR WORK.
4. TOPSOIL SHALL BE REMOVED TO A MINIMUM DEPTH OF 12" WITHIN THE LIMITS OF CONSTRUCTION AND STOCKPILED ON SITE AT LOCATIONS DESIGNATED BY OWNER. THIS REMOVAL QUANTITY IS INCLUDED IN THE QUANTITY FOR UNCLASSIFIED EXCAVATION.
5. TOPSOIL PLACEMENT, LANDSCAPING AND SEEDING REQUIREMENTS SHALL BE AS SHOWN ON THE LANDSCAPING PLANS CONTAINED HEREIN.
6. NO ROCK IS ANTICIPATED TO BE ENCOUNTERED WITHIN THE PROJECT SITE. HOWEVER, THE CONTRACTOR SHOULD EXAMINE THE SITE TO HIS OWN SATISFACTION PRIOR TO CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE ALLOWED SHOULD ROCK BE ENCOUNTERED DURING TRENCH EXCAVATION OR SUBGRADE PREPARATION.
7. ALL EARTHWORK SHALL BE MONITORED BY A REGISTERED GEOTECHNICAL ENGINEER PROVIDED BY THE CONTRACTOR.
8. AN INDEPENDENT SOILS TESTING LABORATORY SHALL BE RETAINED BY THE CONTRACTOR TO MAKE DENSITY TESTS AS REQUIRED BY THE OWNER OR HIS REPRESENTATIVE.
9. PRIOR TO PLACING FILL, ANY SURFACE DEPOSITS OR WASTE MATERIALS FROM PREVIOUS GRADING OPERATIONS AND ANY CONSTRUCTION DEBRIS OR ANY OTHER UNSUITABLE SURFICIAL MATERIAL SHALL BE REMOVED FROM THE SITE. ALSO, THE EXISTING GROUND SURFACE SHALL BE SCARIFIED TO A DEPTH OF 6 INCHES AND AERATED OR MOISTENED TO OPTIMUM MOISTURE CONTENT PRIOR TO FINAL COMPACTION OR PLACEMENT OF ADDITIONAL FILL MATERIAL.
10. MOISTURE CONTENT OF SOILS UNDERGOING COMPACTION SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SOILS ENGINEER ON SITE.
11. EARTH FILL SHALL BE PLACED IN UNIFORM LAYERS OR LIFTS NOT EXCEEDING 6" COMPACTED THICKNESS. ALL FILL MATERIALS OUTSIDE PAVED AREAS SHALL BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY, PLUS OR MINUS 2% OF OPTIMUM MOISTURE, ASTM-D6798.
12. ALL TRENCHING AND EXCAVATION SHALL COMPLY WITH THE "DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION PUBLICATION (29 CFR PART 1926) OCCUPATIONAL SAFETY AND HEALTH STANDARDS - EXCAVATIONS", LATEST EDITION.
13. FUGITIVE DUST EMISSIONS SHALL BE CONTROLLED BY CONTRACTOR AS PER THE CITY OF MADISON REQUIREMENTS.
14. ALL EXISTING TREES OUTSIDE OF THE LIMITS OF WORK SHALL BE PROTECTED DURING THE ACCOMPLISHMENT OF THE WORK, AND SHALL NOT BE DAMAGED IN ANY MANNER.
15. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING STREETS THAT IS CREATED DURING INSTALLATION OF CURB AND GUTTER, SIDEWALK, STORM SEWER, SANITARY SEWER AND ANY OTHER OF HIS CONSTRUCTION OPERATIONS. SAW CUT ALL PAVEMENT.
16. ALL BOULDERS, DEBRIS, EXCESS CONSTRUCTION MATERIALS, MATERIAL GENERATED FROM DEMOLITION OF EXISTING STRUCTURES AND FACILITIES OR TRASH SHALL BE REMOVED FROM THE SITE AT THE CONTRACTOR'S EXPENSE.
17. ALL PROPOSED CONTOUR ELEVATIONS SHOWN ON THESE PLANS ARE FINISH GRADE.
18. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE WORK ZONE TRAFFIC CONTROL AND PROTECTION IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
19. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
20. THE DUTY OF THE ENGINEER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, OR NEAR, THE CONSTRUCTION SITE.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING APPLICATIONS AND PAYING FOR ALL NECESSARY PERMITS. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STATE OF ALABAMA STANDARD CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
22. ALL CONCRETE SHALL BE AIR ENTRAINED 3000 PSI MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS, CLASS "A", UNLESS OTHERWISE NOTED.
23. ALL REINFORCING STEEL SHALL BE GRADE 60 DEFORMED AND SHALL CONFORM TO ASTM A615, FOR BILLET STEEL.
24. ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185, SMOOTH FABRIC WITH AN ASTM YIELD STRENGTH OF 65,000 PSI.
25. ALL STORM DRAINAGE PIPES SHALL BE REINFORCED CONCRETE CLASS III PER ASTM C-76 UNLESS OTHERWISE NOTED. COMPACTED GRANULAR FILL MATERIAL FOR PIPE SHALL BE REQUIRED UNDER PAVED AREAS AND WITHIN 2 FEET OF BACK OF CURB IN NON PAVED AREAS. (SEE DETAIL).
26. THE CONTRACTOR SHALL PREVENT THE DESTRUCTION OF ALL SURVEY MONUMENTS, BENCH MARKS, PROPERTY CORNERS AND ALL OTHER SURVEY POINTS. WHERE THE REMOVAL OF SUCH POINTS IS NECESSARY FOR THE ACCOMPLISHMENT OF THE WORK, THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING, PRIOR TO THE DISTURBANCE OF ANY POINT, AND SHALL NOT DISTURB THE POINT UNTIL WRITTEN PERMISSION TO DO SO HAS BEEN ISSUED BY THE ENGINEER.
27. CONSTRUCTION SPECIFICATIONS FOR WATER LINE AND SANITARY SEWER LINE, LATEST EDITION AS ADOPTED BY THE CITY OF MADISON ARE HEREBY MADE A PART OF THESE PLANS.
28. WATER METER SHALL BE SIZED BY OTHERS.



NOTE:
CONTRACTION JOINTS ARE REQ'D AT 10' O.C. AND
3/4" BITUM. EXPANSION JOINTS ARE REQ'D AT 50' O.C.

STANDARD CURB AND GUTTER

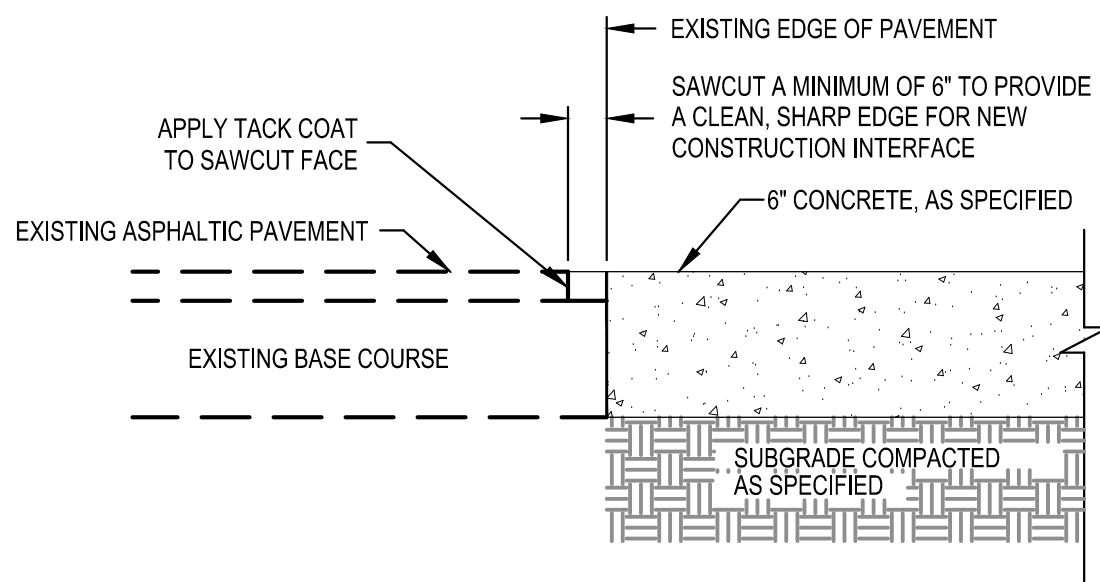
NOT TO SCALE



NOTE:
TRANSITION FROM STANDARD TO SPILL CURB OVER 10' - TYPICAL

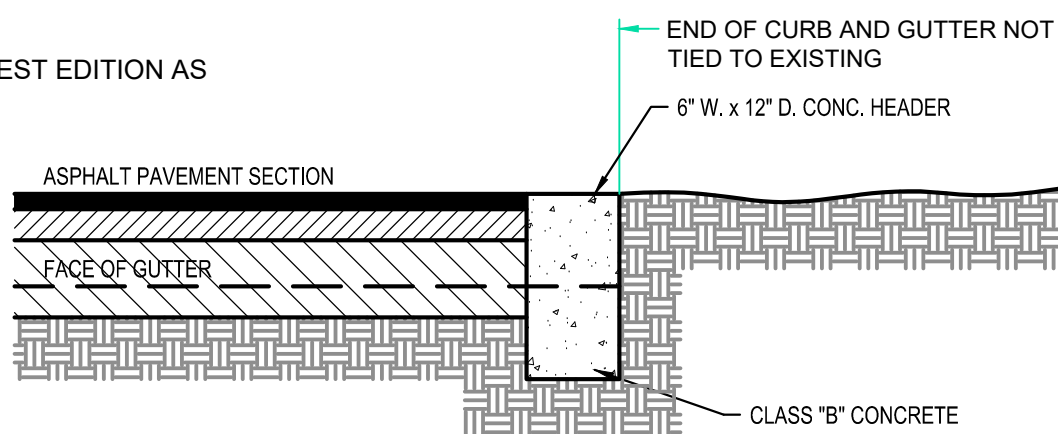
SPILL CURB AND GUTTER

NOT TO SCALE



NEW/EXISTING PAVEMENT INTERFACE

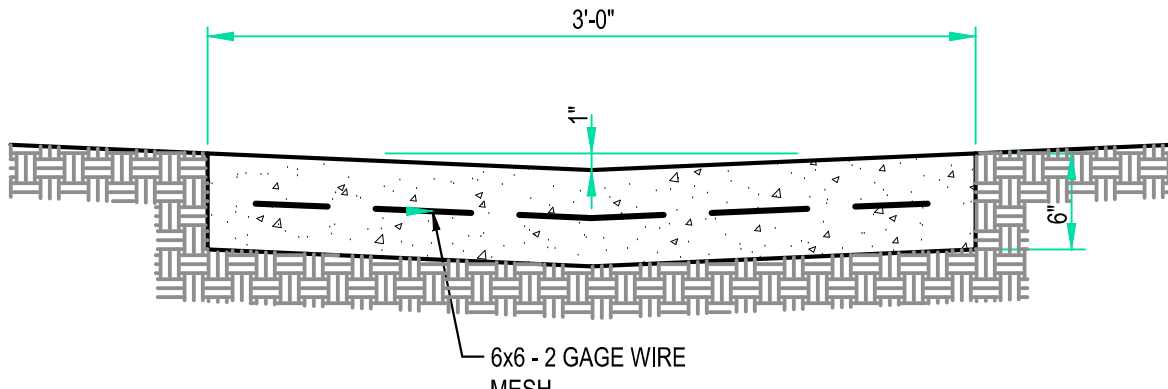
NOT TO SCALE



NOTE: THIS DETAIL TO BE USED IN PLACES WHERE PUBLIC STREETS
ARE DEAD-ENDED. (I.E. FOR FUTURE EXTENSION)

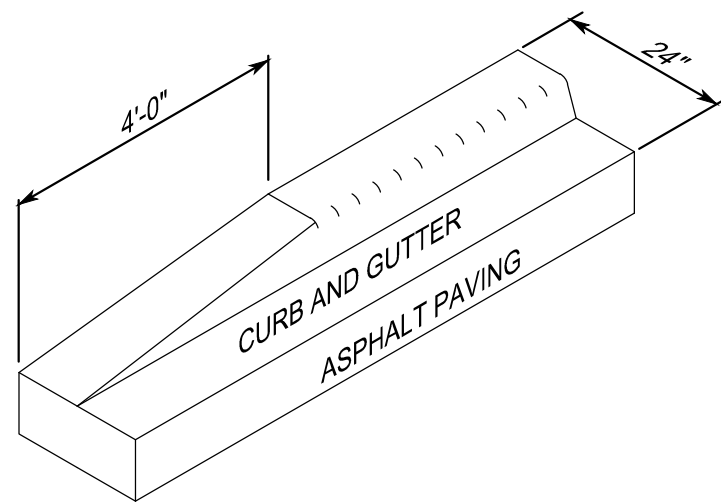
TYPICAL CONCRETE HEADER DETAIL

NOT TO SCALE



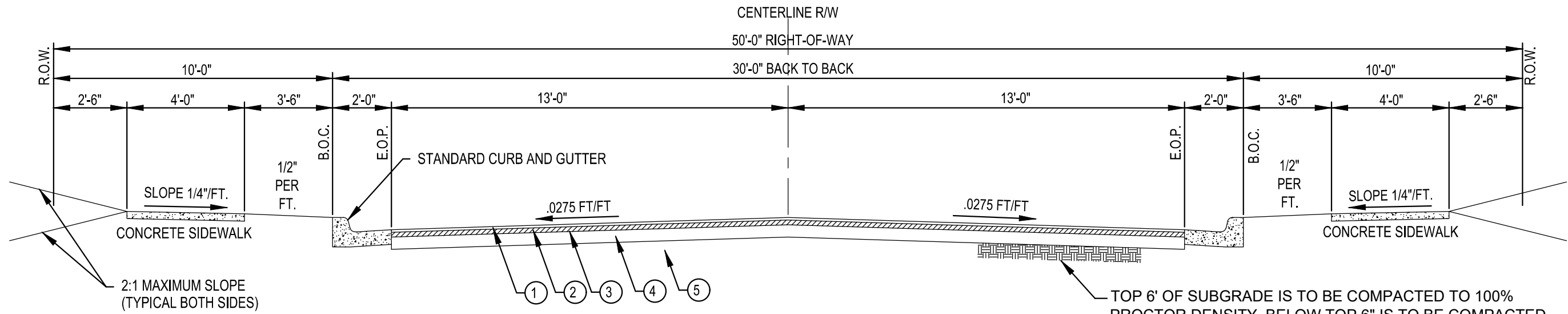
STANDARD VALLEY GUTTER DETAIL

NOT TO SCALE



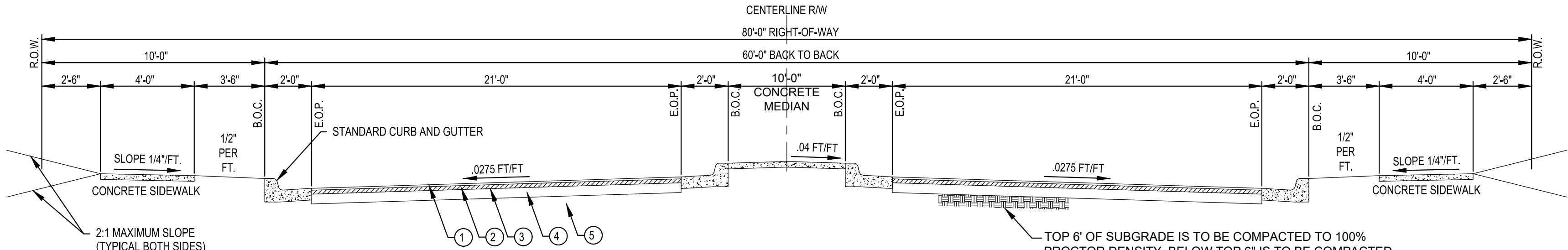
CURB END DETAIL

NOT TO SCALE



TYPICAL 30' STREET SECTION

NOT TO SCALE

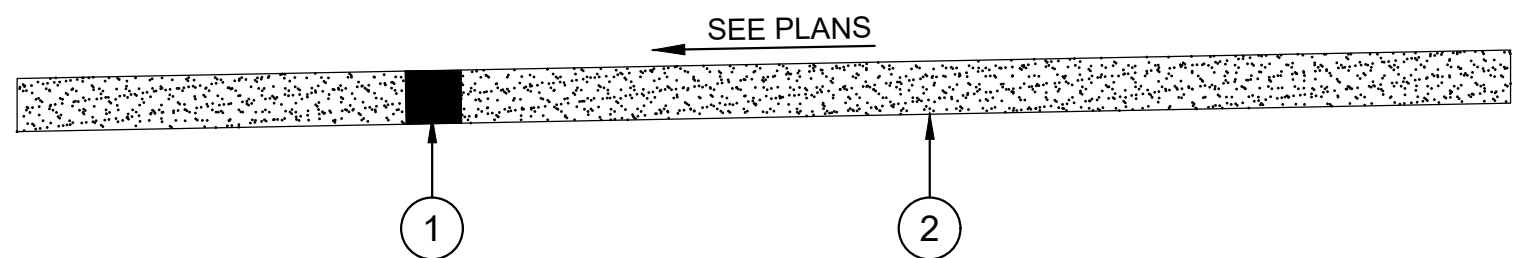


TYPICAL 60' STREET SECTION
WITH CONCRETE MEDIAN

NOT TO SCALE

LEGEND

- 1 424-A 1.5" SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE, 3/8" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B
- 2 424-B 2" SUPERPAVE BITUMINOUS CONCRETE BINDER LAYER, 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B
- 3 0.10 GAL./S.Y. EMULSIFIED ASPHALT OR 0.07 GAL./S.Y. TACK COAT. ALL MATERIALS ARE TO BE IN ACCORDANCE WITH SECTION 405 OF THE ALA. HIGHWAY DEPT. SPECIFICATIONS.
- 4 5" LAYER OF DENSE GRADED AGGREGATE BASE COURSE, ALL MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 825, TYPE "B", COMPACTION TO 100% PROCTOR DENSITY.
- 5 TOP 1'-0" OF SUBGRADE SHALL BE COMPACTED TO 100% STD. PROCTOR DENSITY PER THE GEOTECH REPORT.

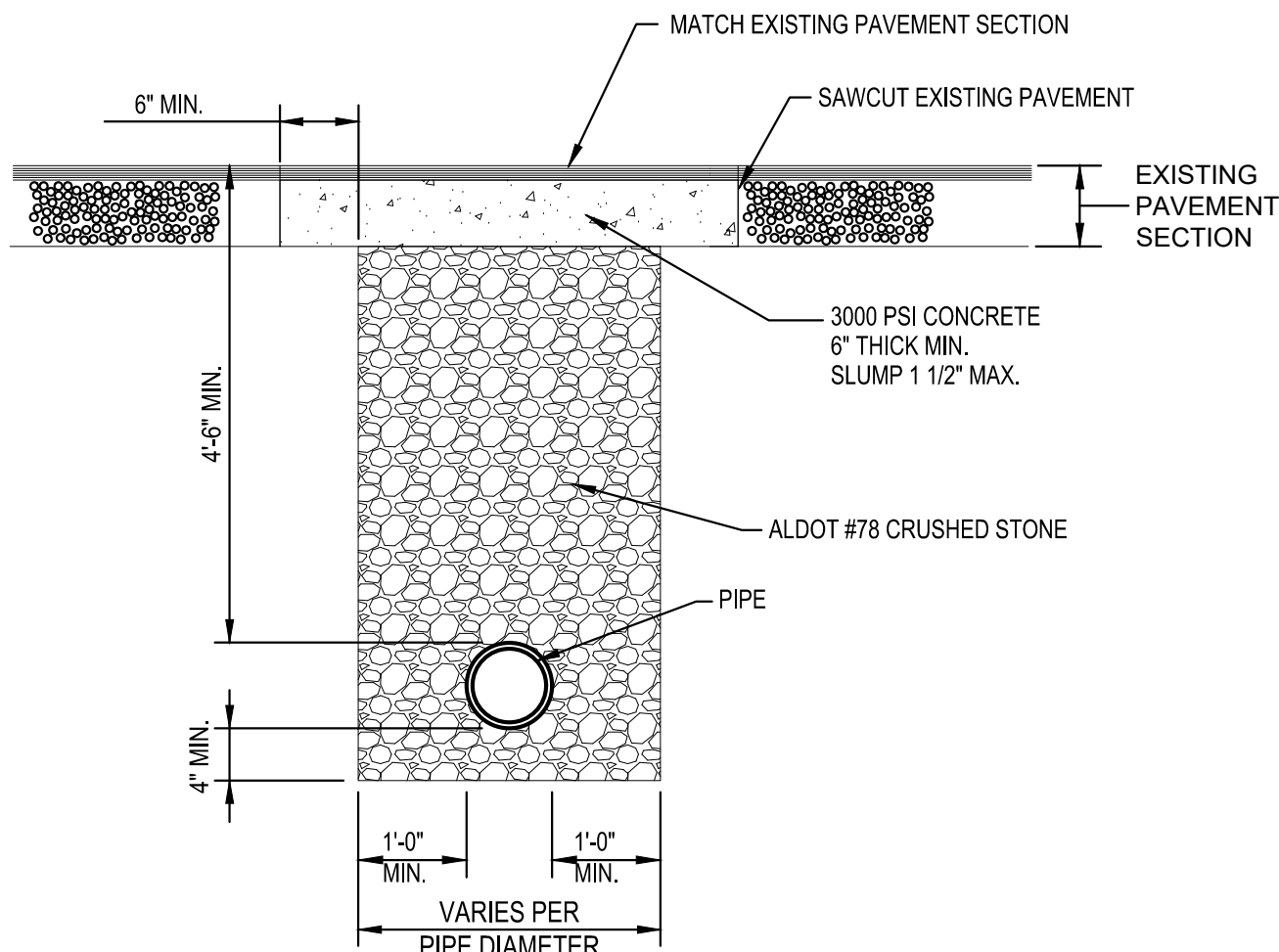


TEMPORARY TURNAROUND
SECTION

NOT TO SCALE

LEGEND

- 1 6" LAYER OF DENSE GRADED AGGREGATE BASE COURSE, ALL MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 825, TYPE "B", COMPACTION TO 100% PROCTOR DENSITY.
- 2 TOP 1'-0" OF SUBGRADE SHALL BE COMPACTED TO 100% STD. PROCTOR DENSITY PER THE GEOTECH REPORT.



STREET REPAIR DETAIL

NOT TO SCALE

SKETCH PLAT

MADISON HEIGHTS SUBDIVISION

CITY OF MADISON, ALABAMA
SECTION 3, TOWNSHIP 4 SOUTH, RANGE 3 WEST



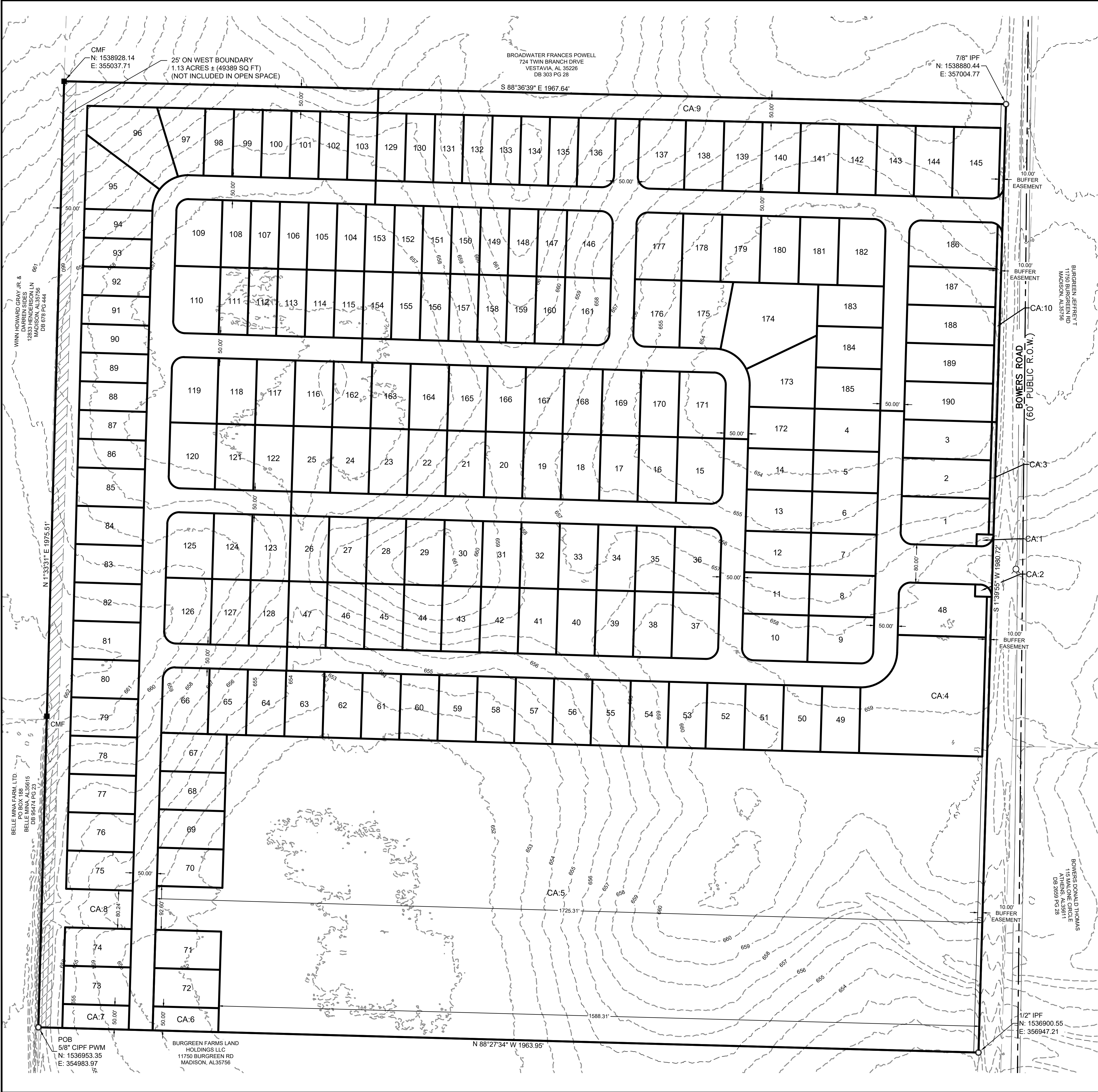
8624 MEMORIAL PARKWAY SW
HUNTSVILLE, ALABAMA 35802
PHONE: 256.639.9428
EMAIL: INFO@2THEPOINTINC.COM



NOTE: THIS DRAWING IS NOT VALID
UNLESS SIGNED AND SEALED

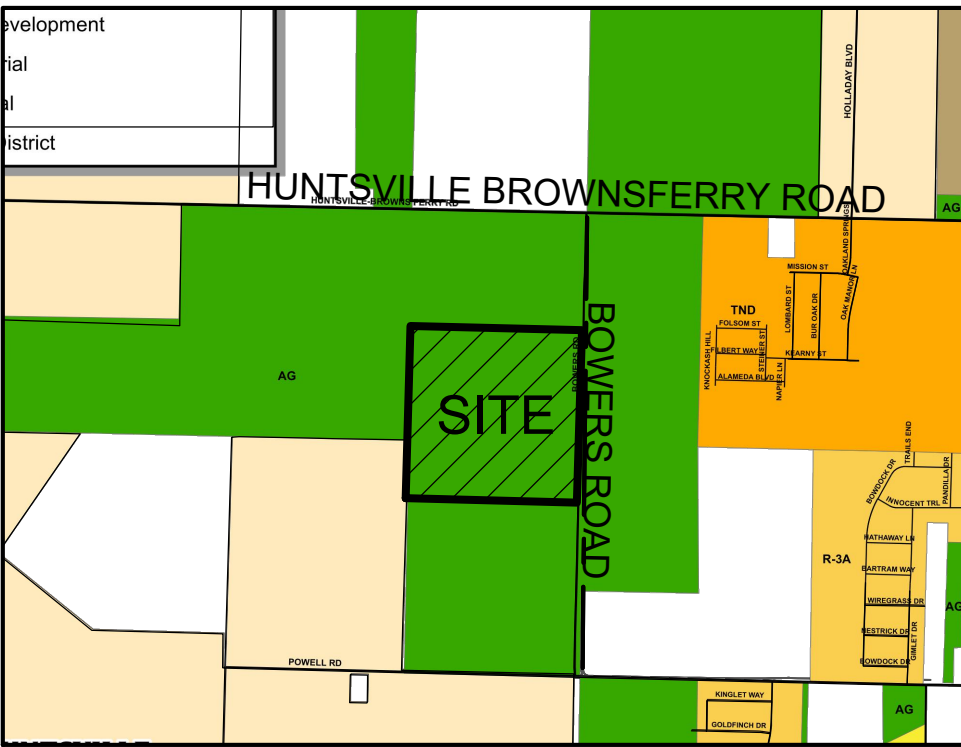
2 OF 2

JOB NO: 24-024 OFFICE DATE: 01/20/25



APPROXIMATE SUBDIVISION FINAL PLAT PHASING SCHEDULE		
PHASE 1	63 LOTS	2025-26
PHASE 2	63 LOTS	2026-28
PHASE 3	64 LOTS	2028-30

OPEN SPACE USE SCHEDULE			
LOT NO.	SQ FT	ACRE	INTENDED USE
COMMON AREA 4	57106	1.31	CLUBHOUSE
COMMON AREA 5	999938	22.98	POND PARK/WALKING TRAIL
COMMON AREA 6	6850	0.16	PERIMETER COMMON AREA
COMMON AREA 7	6934	0.16	PERIMETER COMMON AREA
COMMON AREA 8	90899	2.09	PERIMETER COMMON AREA
COMMON AREA 9	66920	1.54	PERIMETER COMMON AREA
TOTAL	1228647	28.22	



THE ATTACHED SUBDIVISION HAS BEEN REVIEWED BY THE CITY ENGINEER FOR THE CITY OF MADISON.

CITY ENGINEER _____ DATE _____
CITY OF MADISON, ALABAMA

OPEN SPACE CALCULATIONS

3,888,550 S.F. DIVIDED BY 43,560 S.F. = 89.269 AC.±
28.22 A.C. DIVIDED BY 89.269 A.C. = 31.61% ±

ZONING RESTRICTION FOR RC-2:

OPEN SPACE CALCULATIONS: 31.61%± OF ENTIRE DEVELOPMENT (NOT INCLUDING 25' OF LAND ON THE WEST PROPERTY LINE OF THIS DEVELOPMENT)
MAXIMUM BUILDING COVERAGE OF LOTS: 35%
MINIMUM LOT SIZE: 7181 SQ FT

BUILDING SETBACK REQUIREMENTS PER ZONING

FRONT YARD: 17'
CORNER YARD: 20'
REAR YARD: 27.5'
SIDE YARD: 8'
MINIMUM WIDTH AT M.B.L.: 60'

GENERAL NOTES:

- NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
- ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN.
- THIS SUBDIVISION CONTAINS 89.27 ACRES MORE OR LESS AND HAS 190 LOTS AND 10 COMMON AREAS.
- THIS SUBDIVISION IS ZONED RC2.
- THE SMALLEST LOT WITHIN THIS SUBDIVISION IS LOT 73 CONTAINING 8398 SQUARE FEET.
- CA-3, CA-5, CA-9, AND CA-10 HAVE A 10.00' SCREEN PLANTING BUFFER ALONG BOWERS ROAD
- SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY WHICH MAY OR MAY NOT BE OF RECORD.
- CONTOURS AND ELEVATIONS AS SHOWN HEREON ARE BASED ON NAVD '88, (GEOID 12A).
- CONTOURS AND ELEVATIONS AS SHOWN HEREON ARE FROM USGS TOPOGRAPHIC DATA ON NAVD '88, (GEOID 12A) DOWNLOADED 05/21/2024. ALL DRAINAGE DITCHES ARE TO BE CENTERED ON THE PROPERTY LINE UNLESS OTHERWISE SHOWN.
- OWNER: LILY LANDHOLDINGS LLC
11685 BURGEE RD, AL 35756
DB 2022 PG 8967

SURVEYOR'S CERTIFICATION & FLOOD HAZARD NOTE

I, ANTHONY SCOTT MANARY, A REGISTERED PROFESSIONAL LAND SURVEYOR WITH THE FIRM OF 2 THE POINT INCORPORATED HEREBY CERTIFY THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THAT THE SURVEY SHOWN HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" (OUT-UNSHADED) AS SHOWN ON THE FEDERAL INSURANCE RATE MAP, COMMUNITY PANEL NUMBERS 01083C0302G MAP REVISED AUGUST 16, 2018.

ACCORDING TO THIS SURVEY, UNDER MY SUPERVISION, THIS THE

____ 20TH ____ DAY OF ____ JANUARY ____ , 2025

ANTHONY SCOTT MANARY PLS #35345

CHECKED BY: ASM
FIELD CREW: BJ

REVISIONS

DATE: 06/17/24

SKETCH PLAT

MADISON HEIGHTS SUBDIVISION

CITY OF MADISON, ALABAMA

SECTION 3, TOWNSHIP 4 SOUTH, RANGE 3 WEST

8624 MEMORIAL PARKWAY SW
HUNTSVILLE, ALABAMA 35802
PHONE: 256-539-9428
EMAIL: INFO@2THEPOINTINC.COM

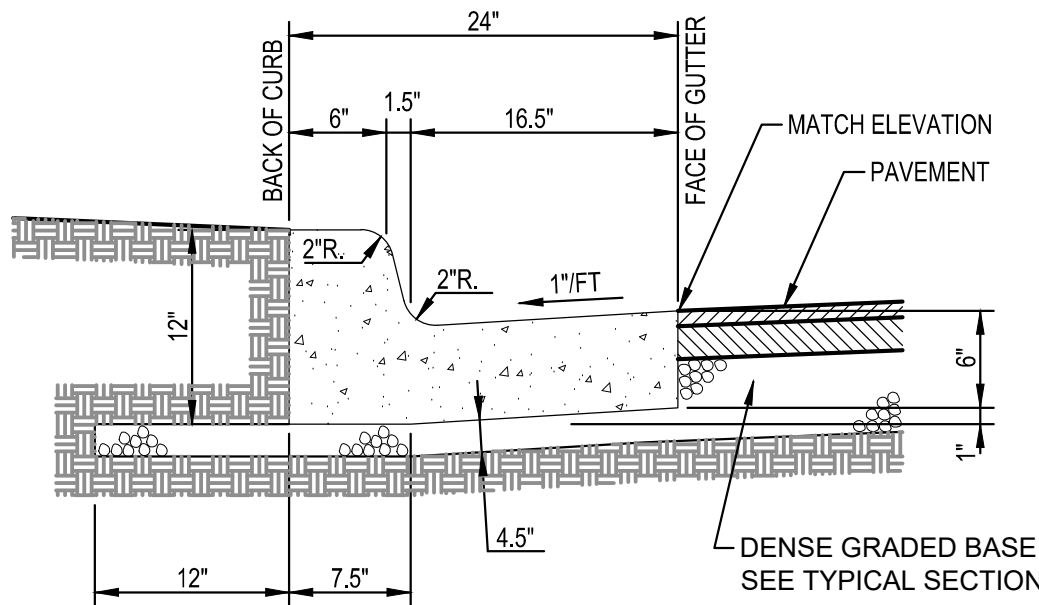
NOTE: THIS DRAWING IS NOT VALID UNLESS SIGNED AND SEALED

1 OF 2

JOB NO: 24-024 OFFICE DATE: 01/20/25

GENERAL NOTES

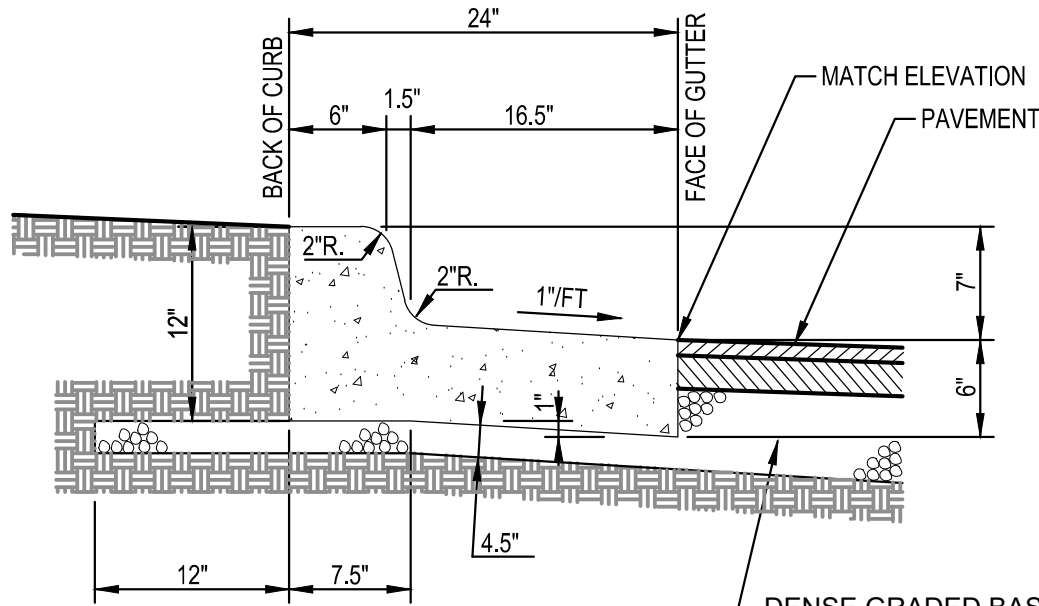
1. SITE TOPOGRAPHY MAPS AND OTHER TOPOGRAPHIC DATA SHOWN ON THESE PLANS OR INCLUDED IN THE SPECIFICATIONS ARE FOR THE INFORMATION OF THE CONTRACTOR. THE CONTRACTOR SHALL MAKE SUCH ADDITIONAL INVESTIGATIONS AS REQUIRED TO ACQUAINT HIMSELF ADEQUATELY WITH THE SITE TOPOGRAPHY AND SUBSURFACE SOIL CONDITIONS FOR PREPARATION OF HIS BID AND FOR THE SUCCESSFUL EXECUTION OF THE WORK.
2. PROTECTION OF WORK: THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PROTECTION OF HIS WORK. THE OWNER MAY DIRECT THE CONTRACTOR TO PERFORM NECESSARY GRADING AND DRAINAGE TO PREVENT SURFACE RUN-OFF FROM DAMAGING THE WORK. SUCH GRADING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED PRIOR TO EXCAVATION. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE DRAWINGS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND 2 THE POINT, INC. ASSUME NO RESPONSIBILITY AS TO THE ACCURACY OF THEIR DEPICTED LOCATION ON THESE DRAWINGS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ALL OTHER UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE DRAWINGS BY VERIFICATION OF THEIR LOCATION IN THE FIELD PRIOR TO THE INITIATION OF THE ACTUAL PORTION OF THEIR WORK.
4. TOPSOIL SHALL BE REMOVED TO A MINIMUM DEPTH OF 12" WITHIN THE LIMITS OF CONSTRUCTION AND STOCKPILED ON SITE AT LOCATIONS DESIGNATED BY OWNER. THIS REMOVAL QUANTITY IS INCLUDED IN THE QUANTITY FOR UNCLASSIFIED EXCAVATION.
5. TOPSOIL PLACEMENT, LANDSCAPING AND SEEDING REQUIREMENTS SHALL BE AS SHOWN ON THE LANDSCAPING PLANS CONTAINED HEREIN.
6. NO ROCK IS ANTICIPATED TO BE ENCOUNTERED WITHIN THE PROJECT SITE. HOWEVER, THE CONTRACTOR SHOULD EXAMINE THE SITE TO HIS OWN SATISFACTION PRIOR TO CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE ALLOWED SHOULD ROCK BE ENCOUNTERED DURING TRENCH EXCAVATION OR SUBGRADE PREPARATION.
7. ALL EARTHWORK SHALL BE MONITORED BY A REGISTERED GEOTECHNICAL ENGINEER PROVIDED BY THE CONTRACTOR.
8. AN INDEPENDENT SOILS TESTING LABORATORY SHALL BE RETAINED BY THE CONTRACTOR TO MAKE DENSITY TESTS AS REQUIRED BY THE OWNER OR HIS REPRESENTATIVE.
9. PRIOR TO PLACING FILL, ANY SURFACE DEPOSITS OR WASTE MATERIALS FROM PREVIOUS GRADING OPERATIONS AND ANY CONSTRUCTION DEBRIS OR ANY OTHER UNSUITABLE SURFICIAL MATERIAL SHALL BE REMOVED FROM THE SITE. ALSO, THE EXISTING GROUND SURFACE SHALL BE SCARIFIED TO A DEPTH OF 6 INCHES AND AERATED OR MOISTENED TO OPTIMUM MOISTURE CONTENT PRIOR TO FINAL COMPACTION OR PLACEMENT OF ADDITIONAL FILL MATERIAL.
10. MOISTURE CONTENT OF SOILS UNDERGOING COMPACTION SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SOILS ENGINEER ON SITE.
11. EARTH FILL SHALL BE PLACED IN UNIFORM LAYERS OR LIFTS NOT EXCEEDING 6" COMPACTED THICKNESS. ALL FILL MATERIALS OUTSIDE PAVED AREAS SHALL BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY, PLUS OR MINUS 2% OF OPTIMUM MOISTURE, ASTM-D6798.
12. ALL TRENCHING AND EXCAVATION SHALL COMPLY WITH THE "DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION PUBLICATION (29 CFR PART 1926) OCCUPATIONAL SAFETY AND HEALTH STANDARDS - EXCAVATIONS", LATEST EDITION.
13. FUGITIVE DUST EMISSIONS SHALL BE CONTROLLED BY CONTRACTOR AS PER THE CITY OF MADISON REQUIREMENTS.
14. ALL EXISTING TREES OUTSIDE OF THE LIMITS OF WORK SHALL BE PROTECTED DURING THE ACCOMPLISHMENT OF THE WORK, AND SHALL NOT BE DAMAGED IN ANY MANNER.
15. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING STREETS THAT IS CREATED DURING INSTALLATION OF CURB AND GUTTER, SIDEWALK, STORM SEWER, SANITARY SEWER AND ANY OTHER OF HIS CONSTRUCTION OPERATIONS. SAW CUT ALL PAVEMENT.
16. ALL BOULDERS, DEBRIS, EXCESS CONSTRUCTION MATERIALS, MATERIAL GENERATED FROM DEMOLITION OF EXISTING STRUCTURES AND FACILITIES OR TRASH SHALL BE REMOVED FROM THE SITE AT THE CONTRACTOR'S EXPENSE.
17. ALL PROPOSED CONTOUR ELEVATIONS SHOWN ON THESE PLANS ARE FINISH GRADE.
18. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE WORK ZONE TRAFFIC CONTROL AND PROTECTION IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
19. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
20. THE DUTY OF THE ENGINEER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, OR NEAR, THE CONSTRUCTION SITE.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING APPLICATIONS AND PAYING FOR ALL NECESSARY PERMITS. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STATE OF ALABAMA STANDARD CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
22. ALL CONCRETE SHALL BE AIR ENTRAINED 3000 PSI MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS, CLASS "A", UNLESS OTHERWISE NOTED.
23. ALL REINFORCING STEEL SHALL BE GRADE 60 DEFORMED AND SHALL CONFORM TO ASTM A615, FOR BILLET STEEL.
24. ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185, SMOOTH FABRIC WITH AN ASTM YIELD STRENGTH OF 65,000 PSI.
25. ALL STORM DRAINAGE PIPES SHALL BE REINFORCED CONCRETE CLASS III PER ASTM C-76 UNLESS OTHERWISE NOTED. COMPACTED GRANULAR FILL MATERIAL FOR PIPE SHALL BE REQUIRED UNDER PAVED AREAS AND WITHIN 2 FEET OF BACK OF CURB IN NON PAVED AREAS. (SEE DETAIL).
26. THE CONTRACTOR SHALL PREVENT THE DESTRUCTION OF ALL SURVEY MONUMENTS, BENCH MARKS, PROPERTY CORNERS AND ALL OTHER SURVEY POINTS. WHERE THE REMOVAL OF SUCH POINTS IS NECESSARY FOR THE ACCOMPLISHMENT OF THE WORK, THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING, PRIOR TO THE DISTURBANCE OF ANY POINT, AND SHALL NOT DISTURB THE POINT UNTIL WRITTEN PERMISSION TO DO SO HAS BEEN ISSUED BY THE ENGINEER.
27. CONSTRUCTION SPECIFICATIONS FOR WATER LINE AND SANITARY SEWER LINE, LATEST EDITION AS ADOPTED BY THE CITY OF MADISON ARE HEREBY MADE A PART OF THESE PLANS.
28. WATER METER SHALL BE SIZED BY OTHERS.



NOTE:
CONTRACTION JOINTS ARE REQ'D AT 10' O.C. AND
3/4" BITUM. EXPANSION JOINTS ARE REQ'D AT 50' O.C.

STANDARD CURB AND GUTTER

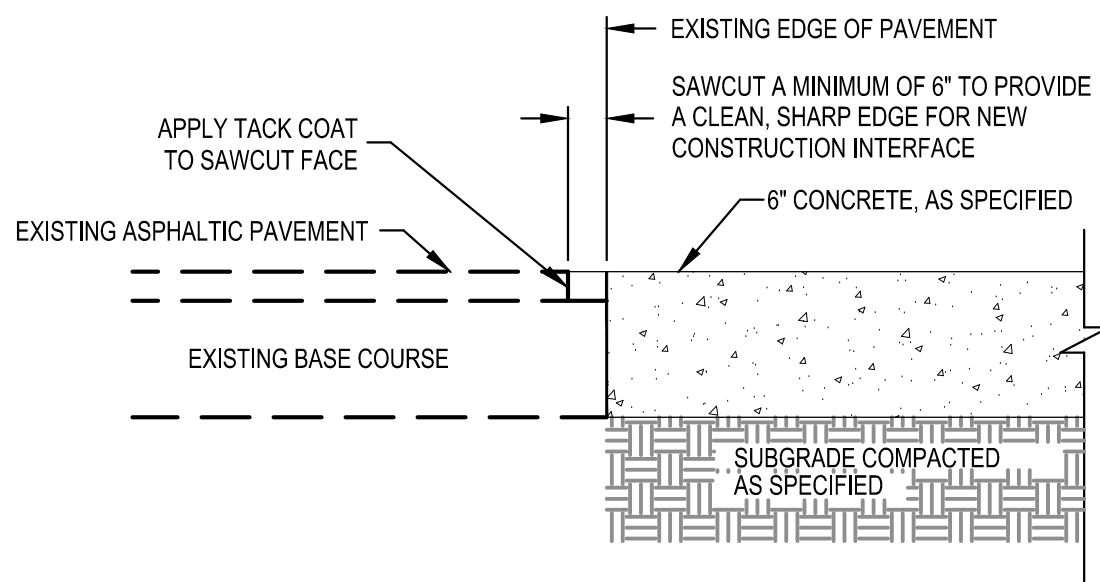
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NOTE:
TRANSITION FROM STANDARD TO SPILL CURB OVER 10' - TYPICAL

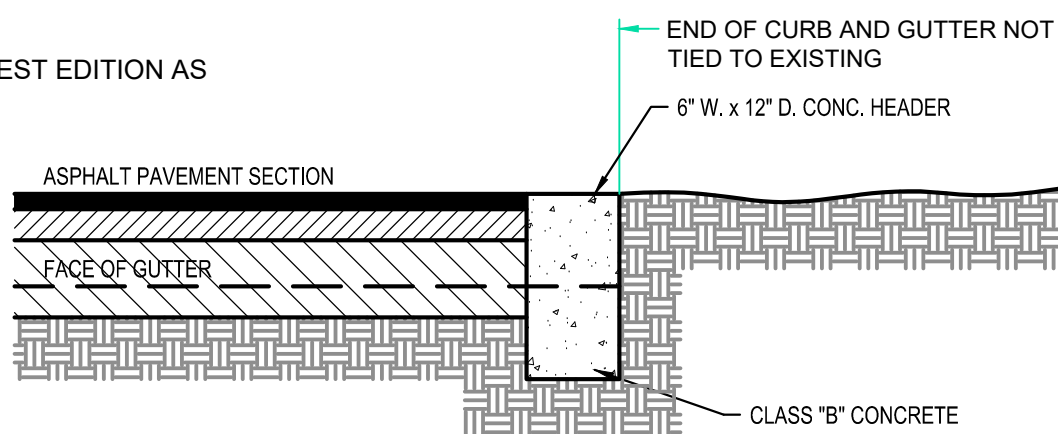
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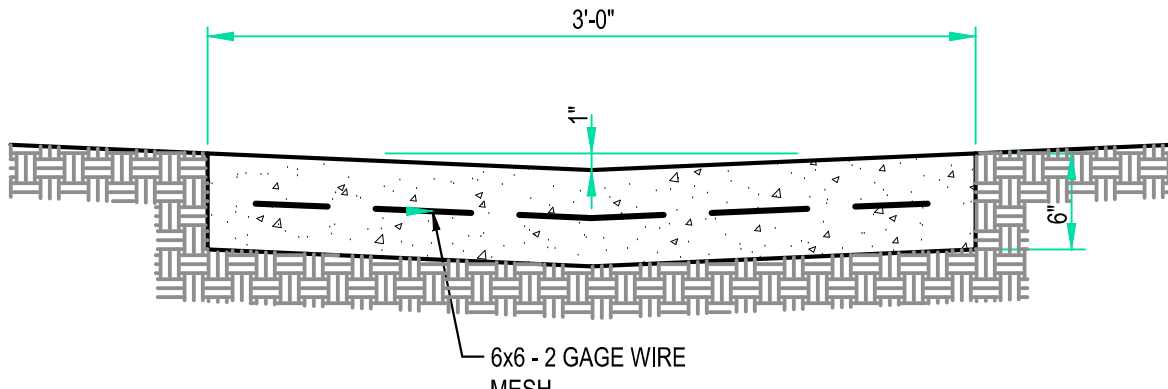
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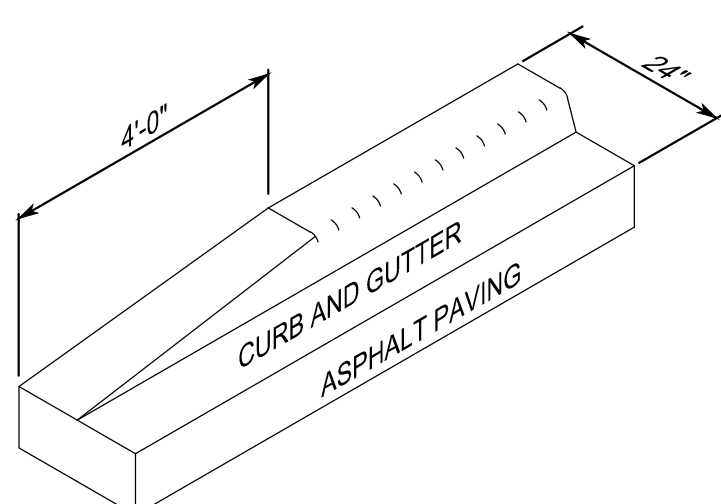
TYPICAL CONCRETE HEADER DETAIL

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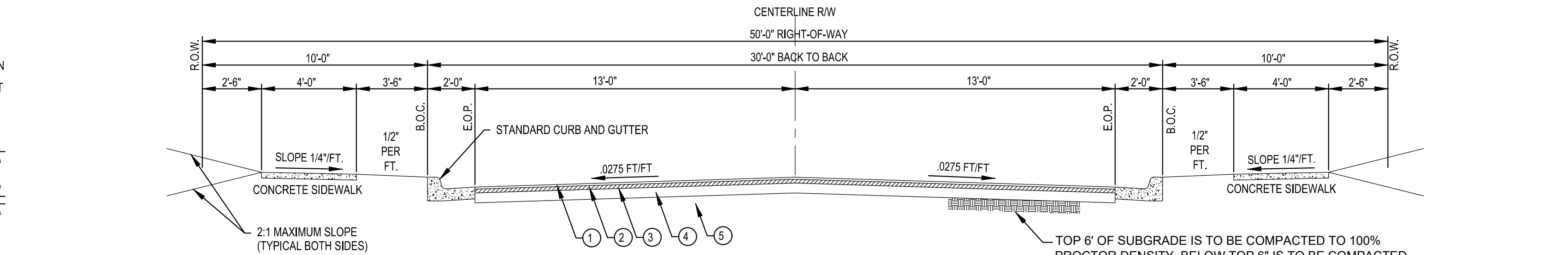
STANDARD VALLEY GUTTER DETAIL

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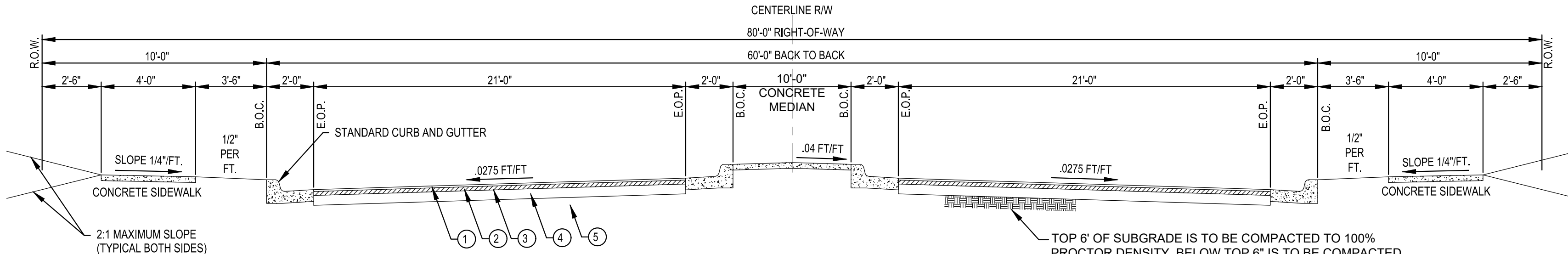
CURB END DETAIL

NOT TO SCALE



TYPICAL 30' STREET SECTION

NOT TO SCALE

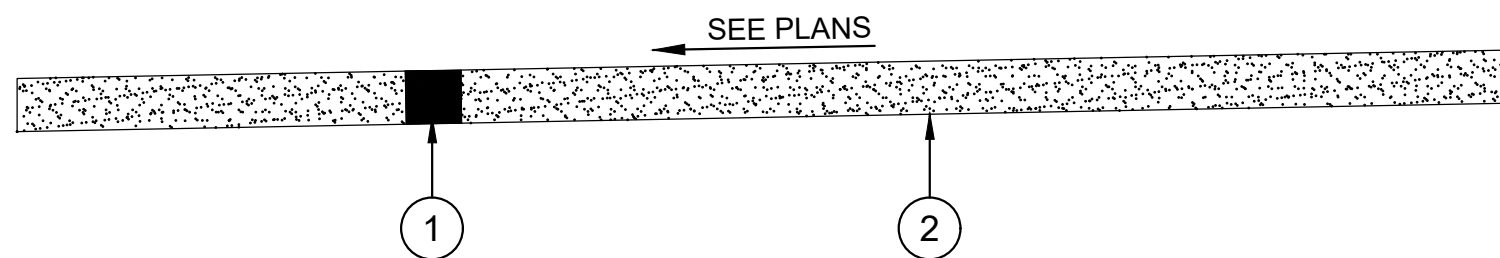


TYPICAL 60' STREET SECTION
WITH CONCRETE MEDIAN

NOT TO SCALE

LEGEND

- 1 424-A 1.5" SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE, 3/8" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B
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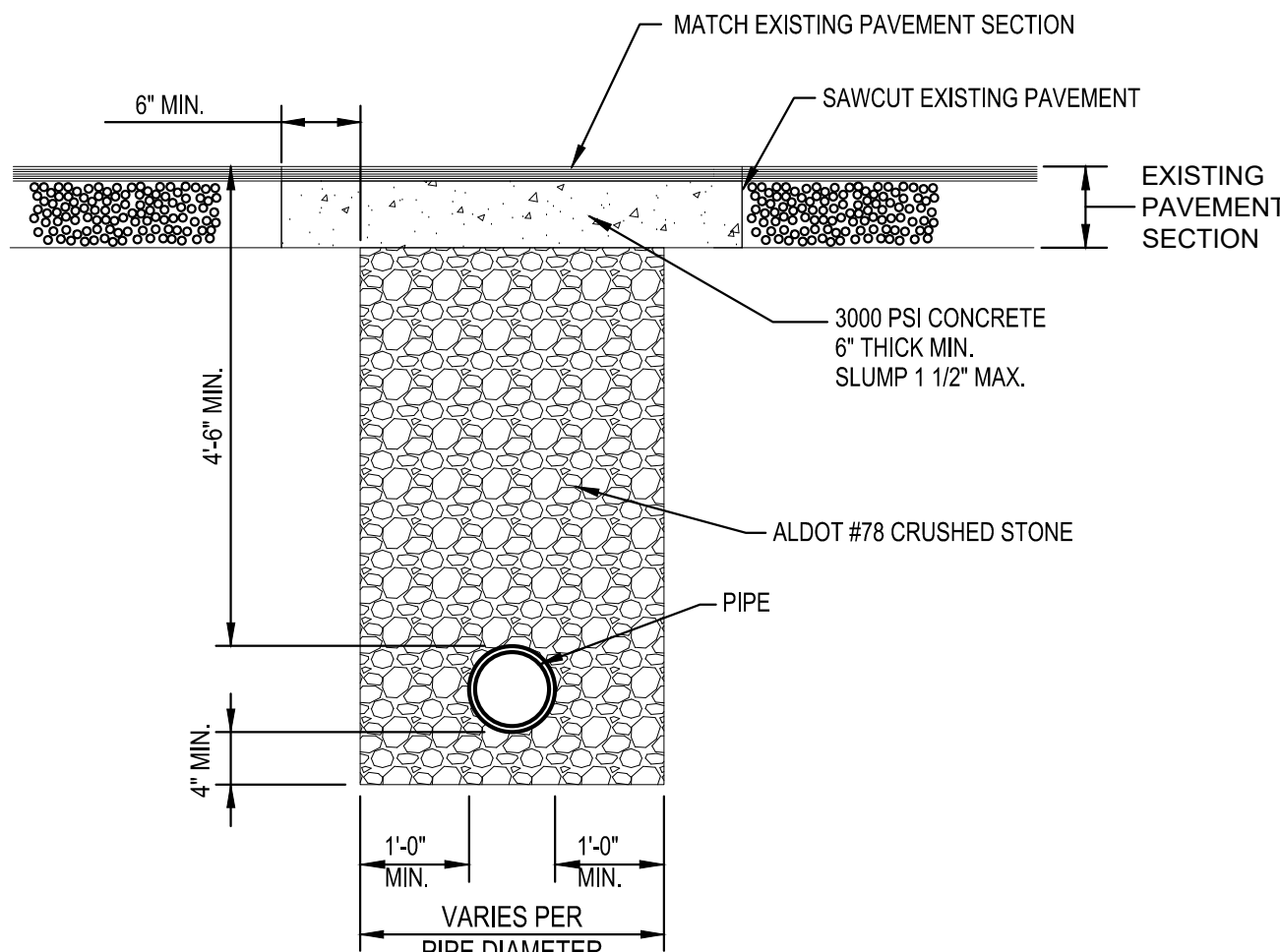


TEMPORARY TURNAROUND
SECTION

NOT TO SCALE

LEGEND

- 1 6" LAYER OF DENSE GRADED AGGREGATE BASE COURSE, ALL MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 825, TYPE "B", COMPACTION TO 100% PROCTOR DENSITY.
- 2 TOP 1'-0" OF SUBGRADE SHALL BE COMPACTED TO 100% STD. PROCTOR DENSITY PER THE GEOTECH REPORT.



STREET REPAIR DETAIL

NOT TO SCALE

SKETCH PLAT

MADISON HEIGHTS SUBDIVISION

CITY OF MADISON, ALABAMA
SECTION 3, TOWNSHIP 4 SOUTH, RANGE 3 WEST



8624 MEMORIAL PARKWAY SW
HUNTSVILLE, ALABAMA 35802
PHONE: 256.639.9428
EMAIL: INFO@2THEPOINTINC.COM



NOTE: THIS DRAWING IS NOT VALID
UNLESS SIGNED AND SEALED

2 OF 2

JOB NO: 24-024 OFFICE DATE: 01/20/25

RESOLUTION NO. 2025-175-R**A RESOLUTION AUTHORIZING COMMERCIAL AID-TO-CONSTRUCTION
AGREEMENT WITH HUNTSVILLE UTILITIES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Commercial Aid-to-Construction Quote with the Huntsville Electric Utility Board, a municipal public utility board created by the City of Huntsville, Alabama, a municipal corporation, for relocation of power lines for the Hughes Road and Old Madison Pike Intersection Improvement project, said agreement to be substantially similar in purpose, intent, and composition to that certain document identified as "Commercial Aid-to-Construction Quote," 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 in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of June 2025.

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

ATTEST:

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

APPROVED this ____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama

HUNTSVILLE UTILITIES

Commercial Aid-to-Construction Quote

ELECTRIC DEPARTMENT

(Requires Customer Signature to Begin Construction or Issue Materials)



Developer/Customer Name:	City of Madison
Mailing Address:	100 Hughes Road Madison, AL 35758
Name of Building/Subdivision:	
Location:	Int. Hughes & Old Madison Pike

NOTE I: The following steps must be completed before our work will be scheduled:

1. The Aid-to-Construction in this quote is paid.
2. Acceptance of quote and conditions by signing and returning this quote sheet.
3. For underground line construction, the customer/developer must furnish and install required conduits and concrete transformer pad and must install other required facilities (per Huntsville Utilities specifications) as shown on drawing furnished by Engineering Department.
4. For overhead line construction, the developer/customer is required to cut/trim trees per Huntsville Utilities specifications [ten feet (10') either side of line].
5. Easement Required: (if yes, contact Engineering Services for details)

NOTE II: These steps must be completed before your service can be turned on:

1. Application for service made, security deposit and construction fees paid. (This is addition to any Aid-to-Construction cost.) Load information must be made available to the Electric Engineering Services Department before deposits can be quoted. Contact the Commercial Industrial group in the Customer Service Department (256-535-1317).
2. Customer must purchase and install a Huntsville Utilities approved meterbase at a location approved by the Huntsville Utilities Engineer. Customer should be aware that many meterbases are UL approved and/or would be approved by the Inspection Department that are NOT on Huntsville Utilities approved meterbase list. Enclosed meter rooms or meter closets are NOT standard and should only be built with prior approval by Huntsville Utilities which will only be granted under special
3. Customer's service cables must be pulled after transformer is placed by Huntsville Utilities. Maximum size 500 mcm for single phase transformers and 750 mcm for three phase transformers.
4. Any inspections required by the appropriate Inspection Department must be obtained and delivered to Huntsville Utilities' Operations Department (normally delivered by the Inspection Department).

Aid-to-Construction Due:	\$80,653	WBS Element:	RRP-24050001.E.MN
		Order Number:	
Engineer:	Jon Laing, 256-652-8656, jon.laing@hsvutil.org		Date: 05/06/2025

This quote will remain in effect for 30 days only from the date shown above unless paid within the 30-day period; wherein, it will remain in effect for a period of 90 days provided the customer is ready for Huntsville Utilities to begin construction.

Signature indicates acceptance to these terms. Please sign and return this form to Huntsville Utilities:

FAX: Sign and FAX to Huntsville Utilities Electric Engineering Services, Attention (Engineer) 256-535-1445

Mail: Sign and mail with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services, PO Box 2048, Huntsville, AL 35805

Personal Delivery: Sign and bring with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services at 112 Spragins Street, Huntsville, AL (second floor)

Customer Signature: _____ **Print Name:** Paul Finley, Mayor **Date:** 06/ /2025

Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:
Payment Amount:	Date:	Check #:	Received by:

ATTEST: _____

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

RESOLUTION NO. 2025-176-R**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Halliburton Surveying & Mapping, Inc., for the performance of a topographic and right-of-way survey along Hughes Road from Eastview Drive to Conger Road, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Halliburton Surveying & Mapping, 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 9th day of June 2025.

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

ATTEST:

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

APPROVED this ____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Halliburton Surveying & Mapping, Inc., PO Box 18652, Huntsville, AL 35804, hereinafter referred to as “Consultant.”

WHEREAS, the City of Madison has sought professional services for the performance of a topographic and right-of-way survey along Hughes Road from Eastview Drive to Conger Road; and

WHEREAS, Consultant is a unique provider of professional surveying services; and

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

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Scope of Work: Pursuant to the provisions of this Agreement, Consultant will provide the following services to City:
ATTACHMENT A. Contractor’s Scope of Services dated May 13, 2025
- B. Consultant agrees to comply with all applicable Federal, State and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.
- C. Consultant shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement. Consultant shall perform all services in accordance with the provisions of this Agreement, including, but not limited to, those provisions relating to timing of and payment for services rendered. Consultant alone shall be responsible for the legality, safety, efficiency and adequacy of the services performed hereunder.
- E. Consultant shall hold a current and valid business license issued by the City of Madison and any other appropriate and necessary licenses issued by a governmental entity or industry-specific governing body. It is the sole responsibility of the Consultant to obtain all appropriate and necessary licenses and permits.

SECTION TWO: FEE / EXPENSE STRUCTURE

The total compensation for services rendered by Consultant pursuant to the Scope of Work contained herein and identified as “ATTACHMENT B” shall not exceed **ten thousand six hundred dollars and zero cents (\$10,600.00)**. Consultant shall invoice City in arrears on a monthly basis, terms net thirty (30) days.

In the event services are required which are not included in the Scope of Work, Consultant shall notify City and receive appropriate authorization and approval prior to proceeding.

SECTION THREE: INDEMNIFICATION

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses arising out of or connected with any work performed or services rendered pursuant to the instant Agreement.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall expire one (1) year from the date of commencement or upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein, whichever first occurs.

SECTION FIVE: TERMINATION

This Agreement may be terminated, with or without cause, by either party by the provision of written notice at least ten (10) days prior to the date of termination.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that neither Consultant nor any employees of Consultant are, or shall be deemed to be, employees of City and that employees of City are not, nor shall they be deemed to be, employees of Consultant.

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

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

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION TEN: NOTICES

All notices to City shall be addressed to:

*City of Madison Engineering Department
Attn.: Michael Johnson
100 Hughes Road
Madison, Alabama 35758*

With a copy to:

*City of Madison Legal Department
Attn.: City Attorney
100 Hughes Road
Madison, AL 35758*

All notices to Consultant shall be addressed to:

*Halliburton Surveying & Mapping, Inc.
PO Box 18652
Huntsville, AL 35804*

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

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

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

Attest:

By: _____

Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

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

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

Notary Public

Halliburton Surveying & Mapping, Inc.
CONTRACTOR

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

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

 Notary Public



Halliburton Surveying & Mapping, Inc.

Mailing Address:
P.O. Box 18652
Huntsville, AL 35804

Physical Address:
510 Andrew Jackson Way NE
Huntsville, AL 35801

May 13, 2025

Attention: Ms. Michelle Dunson, PE
Deputy City Engineer
City of Madison
100 Hughes Road
Madison, AL 35758

Reference: Hughes Road Right-of-Way Survey
Madison, AL

Ms. Dunson:

As requested, please find the enclosed proposal for professional services associated with the Topographic and R.O.W. Survey of Hughes Road from Eastview Drive and Conger Road.

Feel free to contact me should you have any questions and/or comments. Thank you again for the opportunity and I look forward to hearing back from you.

Best regards,

Halliburton Surveying & Mapping, Inc.

William R. Blackwell, PLS

COO

ATTACHMENT A

SCOPE OF SERVICES

TASK 1- TOPOGRAPHIC AND AN RIGHT-OF-WAY SURVEY

1. Perform a Topographic Surveys of the area as outlined and shaded in blue on Attachment C hereof.
 - a. The Topographic Survey shall depict and include the following information.
 - i. A 40-foot grid or less depending on the site.
 - ii. Location of all observed improvements from East edge of pavement to 5' beyond right-of-way, including but not limited to, paving, sidewalks, curb and gutter, paving, fences, ditches and rip rap.
 - iii. Surveyor shall locate Trees at their trunks and note the diameter at breast height.
 - iv. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
 - v. Surveyor will contact 811 to request underground utility locates, however, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where in additional or more detailed information is required, the client is advised that excavation and/or private utility locate request may be necessary.
 - vi. Surveyor will set 2 horizontal control points and 1 Temporary Benchmarks at the beginning and end of the proposed route.
2. Perform a Right-of-Way Survey of Hughes Road between Eastview Drive and Conger Road.
 - a. Right-of-Way Survey includes the research of the current deed or plat for the property.
3. Surveys shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
4. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83), and North American Vertical Datum of 1988 (NAVD 88) using the latest Geoid.
5. Deliverable shall include an AutoCAD file, a signed digital file and 2 hard-copies, if requested.

GENERAL ASSUMPTIONS AND REQUIREMENTS:

- Client shall provide site access including private property and gates/fenced in areas as required to perform the work as requested within the scope of this project and that Surveyor may enter the subject property without further notice if this agreement is executed.
- Any recorded documents client has or receives.
- Assistance with locating utilities.

SCHEDULE:

1. The surveyor is expected to begin work within approximately two (2) to three (3) weeks upon receipt of this executed agreement and/or written authorization of Notice to Proceed (NTP). For planning

purposes, Surveyor has prepared the following milestone estimated schedule.

- a. Topographic & Right-of-Way Survey
 - i. Estimate Issuing a Rough Draft Survey 5 weeks from NTP.
 - ii. Estimate Issuing Final Survey 6-7 weeks from NTP.
2. Schedule is subject to possible delays not controllable by the Surveyor, such as, but not limited to, delays by inclement weather, arrangement of proper onsite access, COVID-19 or other pandemics, etc.

EXCLUSIONS:

The following items are not included in the Scope of Services:

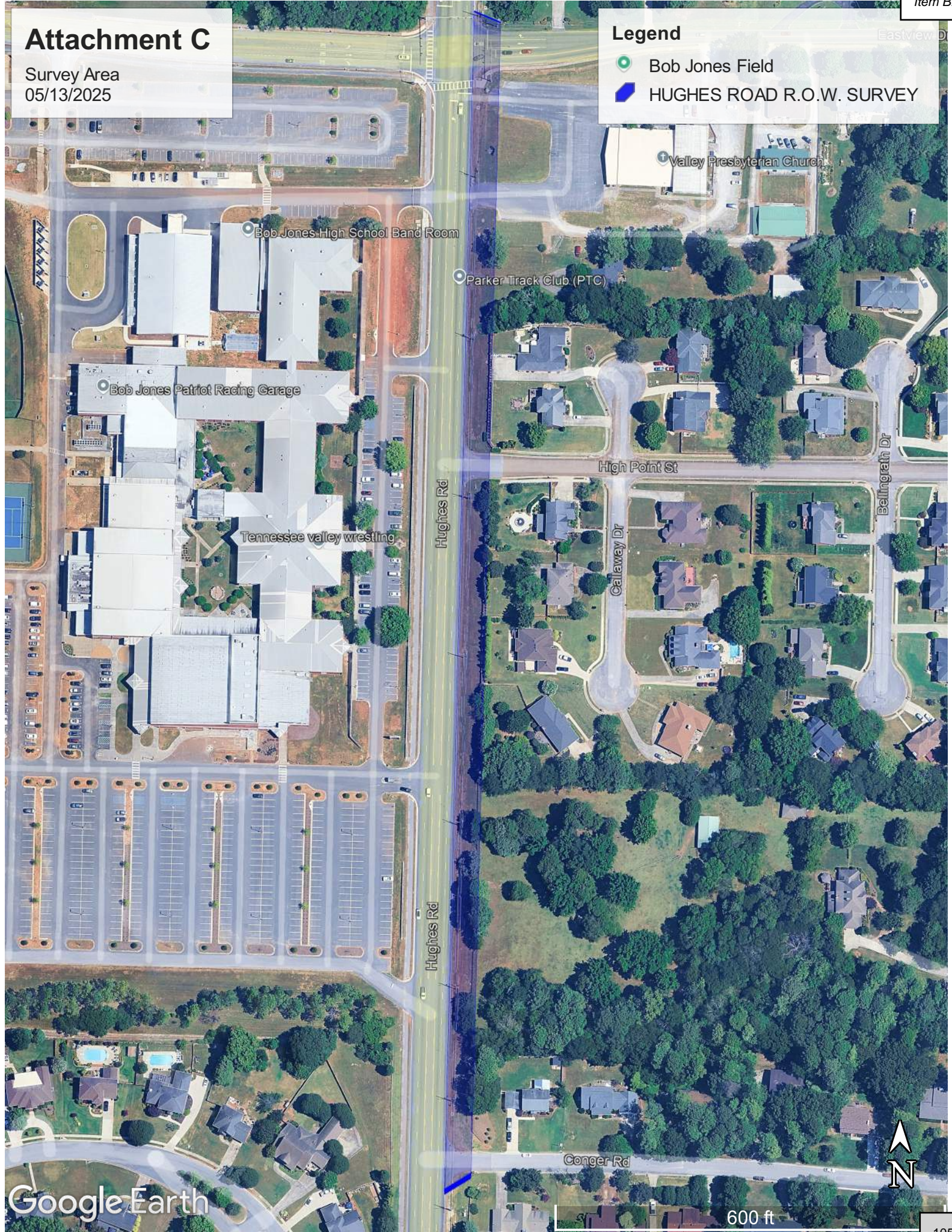
- Signing any client or 3rd party contract agreements.
- Application/Submission and Recording Fees
- Any coordination efforts to obtain owner and/or mortgage holder signatures, the Title Opinion from Clients attorney, platting meetings, including, but not limited to, attending meetings, conference calls, teams or similar meetings, mailing plat to owner(s) or lender, etc.
- Postage/Mailing Fees for Signatures (if required)
- Subdivision Platting
- Formal Boundary Survey
- Private Utility Locate/Ground Penetrating Radar
- ALTA/NSPS Land Title Survey
- Any Surveying in any roadways/travel ways.
- Any Title Research
- As-Built Survey
- Tree Species/Type
- Submittal/Approval of LOMR/LOMR-F to FEMA and other regulatory agencies. It is the surveyors understanding the client or the client's engineer will submit formal letters/applications, etc. and be responsible for all correspondence to FEMA and/or the local Municipality's CFM.
- R.O.W., Easement Vacation request, Annexation documents.
- Rezoning, variance or other matters not specifically mentioned herein above.
- If a potential overlap, gap or gore is discovered upon the performance of the survey, the surveyor reserves the right to stop work until the issue(s) gets resolved. Any requested work performed to resolve these potential issues is considered additional services.
- Creation of a new legal description(s) and/or associated exhibits except as required.
- Depth of underground utilities with the exception of Sanitary Sewer Manholes, Storm Sewer Manholes and Storm Pipes.
- Construction Layout/Staking
- Any activities not associated within the Scope of Services as defined herein above.

Attachment C

Survey Area
05/13/2025

Legend

- Bob Jones Field
- HUGHES ROAD R.O.W. SURVEY



RESOLUTION NO. 2025-188-R

**A RESOLUTION AUTHORIZING THE PURCHASE OF A TRAILER
FOR MADISON FIRE & RESCUE DEPARTMENT TASK FORCE OPERATIONS
UTILIZING HOMELAND SECURITY GRANT FUNDS AWARDED THROUGH ALEA**

WHEREAS, the City of Madison, Alabama Fire Department has been awarded a Homeland Security Grant in the amount of \$28,000 from the Alabama Law Enforcement Agency (ALEA); and

WHEREAS, the Fire Department seeks to utilize said grant funds to purchase a 42-foot gooseneck trailer to be used in support of Alabama Task Force 3 operations and events; and

WHEREAS, the purchase of this equipment is eligible for full reimbursement under the terms of the ALEA grant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept all terms and conditions of the grant as directed by the Alabama Law Enforcement Agency and 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 the Fire Department is hereby authorized to purchase a 42-foot gooseneck trailer in an amount **not to exceed twenty-seven thousand six hundred twelve dollars and fifty cents (\$27,612.50)** for use in Alabama Task Force 3 operations, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and to seek reimbursement for said purchase through the awarded grant funds.

READ, APPROVED, AND ADOPTED this 9th day of June 2025.

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

ATTEST:

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

APPROVED this ____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama



Kay Ivey
Governor

Alabama Law Enforcement Agency

201 South Union Street, Suite 300 | P.O. Box 304115 | Montgomery, AL 36130-4115
334.676.6000 | www.alea.gov



Hal Taylor
Secretary

11/07/2024

City of Madison
100 Hughes Road
Madison, Alabama 35758

Dear Paul Finley,

Congratulations! On behalf of the Alabama Law Enforcement Agency (ALEA), your application for financial assistance submitted under the FY 2024 Homeland Security Grant Program has been approved in the amount of \$28,000.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Conditions (in Alabama Grants)
- Conditions Regarding Lobbying and Other Responsibility Matters (in Alabama Grants)
- FY 2024 Homeland Security Grant Program Notice of Funding Opportunity
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award. If your agreement shows a funding hold for any reason (EHP required, additional clarification needed, etc.) please note that you will not be able to begin spending on that project until the hold is removed.

In order to establish acceptance of the award and its terms, you will be required to read and acknowledge all terms and conditions and digitally sign the agreement in Alabama Grants. If your application was sent back to you for modifications, those will have to be addressed and corrected prior to accepting your award.

If you have any questions or concerns, please send an email to grantsadmin@alea.gov and the Grant Manager who is assigned to your region will contact you.

Sincerely,

Jay Moseley
Homeland Security Advisor

FALKVILLE, AL 35622

Equipment Proposal
Date: 1/29/2025
Quote: 1274
Prepared: 7/23/2024
Expires: 8/22/2024

TO: Ryan Gentry

SHIP TO:

FALKVILLE, AL 35622

Terms: _____ PO#: _____
 Approval No: _____ Prepared By: TY Jenkins
 Notes: _____

8.5 Hercules goosenecks Trailers

Qty	Base	Machine				Unit	Price	Ext-Price
	G42H3	8.5X42	HERCULES	GOOSENECK	1560	Red Aluminum	\$17,618.75	\$17,618.75

Options

1	3942	HERCU G42H3 7.0' S/W HGT	\$787.50	\$787.50
1	6997	36"X 74" BOND SIDE DR IPO 32" 8.5'W	\$156.25	\$156.25
1	3970	DOUBLE REINFORCED RAMP	\$156.25	\$156.25
1	6262	RAMP DOOR TRANSITION PLATE (8.5' W)	\$125.00	\$125.00
1	4992	POLYCOR EXTERIOR COLOR UPGRADE	\$93.75	\$93.75
1	5220	HERCULES GNECK VEE-NOSE	\$250.00	\$250.00
1	6238	ELEC/HYDRAULIC GN LANDING GEAR	\$2,625.00	\$2,625.00
1	5845	STABILIZING JACKS (PR)	\$93.75	\$93.75
1	9991	RETAIL CUSTOMER PICKUP/DELIVERY	\$125.00	\$125.00
1	4014	8.5' WIDE RAMP DOOR PACKAGE 7.0' & UP SW	\$500.00	\$500.00
	6076	RAMP DOOR W/FLAP 8.5' WIDE (7.0SW)		
	6044	RECESSED FLOOR 5000# D-RING-INSTALL		
1	7058	24000 GVWR TORSION IPO 15600 GNECK	\$3,750.00	\$3,750.00
1	5979	12V INTERIOR WALL SWITCH	\$25.00	\$25.00
7	5465	12V LED INTERIOR LIGHT(EA)	\$25.00	\$175.00
1	5978	12V LED PORCH LIGHT WITH SWITCH	\$37.50	\$37.50
1	2415	30 AMP 110V BREAKER BOX WITH LIFELINE	\$312.50	\$312.50
1	2440	40WX32H GENERATOR DOOR	\$281.25	\$281.25
1	2450	40WX32H GENERATOR BOX INSULATED	\$375.00	\$375.00
2	2409	REAR LOADING LIGHT	\$62.50	\$125.00

Model Net:	\$27,612.50
Model Qty:	1
Model Total:	\$27,612.50

Special Instructions:

Install on driver side front. Not in Gooseneck.

Destination Charge:	\$0.00
Tax:	\$0.00
Customer Total:	\$27,612.50

RESOLUTION NO. 2025-102-R**A RESOLUTION AUTHORIZING A SOFTWARE AS A SERVICE
AGREEMENT WITH EVERGREEN SOLUTIONS, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Software as a Service Agreement with Evergreen Solutions, LLC, for access to an online job performance and management tracking system for the City of Madison, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Software as a Service Agreement," along with the accompanying Work Order, 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 Evergreen Solutions, LLC, in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of June, 2025.

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

ATTEST:

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

APPROVED this ____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama



Evergreen Solutions, LLC

2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

May 6, 2025

Ms. Kelli Bracci
Director of Human Resources
City of Madison
100 Hughes Road
Madison, Alabama 35758

SUBMITTED VIA EMAIL: kelli.bracci@madisonal.gov

Dear Ms. Bracci:

We appreciate the opportunity to submit a proposal to provide a new Performance Evaluation System to the City of Madison using Evergreen's "Job Performance Tracker Tool". This tool provides most of the same components of the typical performance evaluation process but automates and digitizes the collection, analysis, and reporting. The major elements of the system include:

- competency-based performance management tool for employees to use with measurable goals for future evaluation periods.
- online tool with credentialed access for employees, supervisors, and human resource staff.
- automated scoring component that calculates and stores results and incorporates searchable and downloadable databases that make the process accessible for review.
- pay for performance module that automatically calculates compensation changes based on performance score.
- succession planning modules (including 9-box matrix) that assists with preparing for upcoming or recent departures through data-driven approach.
- provide the evaluation procedures and processes that should be followed by employees regarding the new system.

Because this tool is improved on a regular cycle, the City will receive updates at no additional cost as features are updated and added. The system provides the above modules and capabilities at an all-inclusive cost of \$9,500 per year.

We would love the opportunity to continue to work with the City of Madison. If you have any questions or need any additional information, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,

Jeffrey Ling, PhD, President
Evergreen Solutions, LLC

SOFTWARE AS A SERVICE (“SaaS”) AGREEMENT

This SOFTWARE AS A SERVICE (SaaS) AGREEMENT (“Agreement”) is made this ____ day of _____, 20__, (“Effective Date”), by and between Evergreen Solutions, LLC, a Florida limited liability company (“Evergreen”), and the City of Madison, Alabama, a municipal corporation (“Client”) (collectively the “Parties”).

In consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions contained in this Software as a Service (SaaS) Agreement.

1. DEFINITIONS.

- 1.1 “Administrator User”** means each Client employee designated by Client to serve as technical administrator of the SaaS Services on Client’s behalf. Each Administrator User must complete training and qualification requirements reasonably required by Evergreen.

- 1.2 “Affiliate”** means, with respect to any entity, any other present or future entity controlling, controlled by, or under common control with such entity. For the purposes of this definition, control (and its derivatives) means, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

- 1.3 “Application Platform” or “Platform”** means Evergreen’s proprietary Job Performance Tracker software and/or web-site, including all modules, functions, features identified in an Order, SOW, or otherwise generally made available by Evergreen to its clients, and all technology resources and infrastructure (e.g., hardware, third party software, etc.) supporting the Services. The Application Platform includes all updates, releases, improvements, and corrections to the Application Platform.

- 1.4 “Client Data”** means any proprietary or confidential content, information, data and materials of any kind, provided by Client to Evergreen in connection with its provision of the Services.

- 1.5 “Confidential Information”** means any and all technical, business, client or proprietary information disclosed by one Party (the **“Disclosing Party”**) to the other Party (the **“Receiving Party”**), directly or indirectly, including, but not limited to, information regarding the Disclosing Party’s business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, product plans, services, relationships with any third party, client lists and information regarding the Disclosing Party’s employees, clients, vendors, consultants and Affiliates regardless of whether such information is marked “confidential” or some other proprietary designation, but which by its nature is

information that would reasonably be considered to be confidential information of the Disclosing Party. In the case of Evergreen, Confidential Information includes the Application Platform source code. In the case of Client, Confidential Information includes all Client Data and any information relating to Client's users.

- 1.6 **“Data Center”** means the secure facility(ies) in which the servers, computer equipment and ancillary hardware used to host and operate the Application Platform reside. The primary Data Center(s) is/are located in Tallahassee, Florida and the secondary Data Center(s) is/are located in Renton, Virginia and/or Sunnyvale California as of the Effective Date. Evergreen may relocate the primary and secondary Data Centers within the United States after providing Client at least ten (10) days written notice.
- 1.7 **“Documentation”** means Evergreen's user guides and manuals relating to the Services and Application Platform, including on-line help, as updated and amended from time to time.
- 1.8 **“Intellectual Property”** means all algorithms, application programming interfaces (APIs), apparatus, concepts, Confidential Information, data, databases and data collections, deliverables, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos and slogans), methods, models, procedures, processes, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.
- 1.9 **“Intellectual Property Rights”** means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.
- 1.10 **“Other Services”** means all technical and non-technical services performed or delivered by Evergreen under this SaaS Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the SaaS Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a separate agreement between the parties. All Other Services will be provided on a non-work for hire basis.

- 1.11 “SaaS Services”** means the (i) limited access and use rights to the Application Platform, (ii) hosting services, and (iii) support services in connection with Evergreen’s Job Performance Tracker Software as set forth in Evergreen’s proposal to Client.
- 1.12 “Security Event”** is an event where: (i) Client Data or Confidential Information of Client in Evergreen or its subcontractors’ possession or control is accessed or received by an individual or entity not authorized to access or receive such information, (ii) there is a reasonable basis to believe that Client Data or Confidential Information of Client in Evergreen or its subcontractors’ possession or control may have been accessed or received by an unauthorized individual or entity, (iii) an individual or entity authorized under this Agreement to use or access Client Data or Confidential Information of Client is using, or reasonably suspected of using, any Client Data or Confidential Information of Client in a manner not authorized under this Agreement, or (iv) Client Data or Confidential Information of Client in Client’s (or its third party contractors’) possession or control is accessed (or there is a reasonable basis to believe may have been accessed) through the Application Platform in a manner or for a purpose not authorized under this Agreement or permitted under applicable laws or regulations.
- 1.13 “Services”** means, collectively, the Professional Services and SaaS Services.
- 1.14 “Software”** means the object code version of any software to which Client is provided access as part of the Service, including any updates or new versions.
- 1.15 “Subscription Term”** shall mean one (1) year beginning with the Effective Date during which Client will have on-line access and use of the Software through Evergreen’s SaaS Services. The Subscription Term shall renew for two (2) successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Subscription Term.

Other terms are defined in the context in which they are used throughout the Agreement.

2. SAAS SERVICES

- 2.1** During the Subscription Term, Client shall have a nonexclusive, non-assignable, royalty free, worldwide right to access and use the SaaS Services solely for your internal business operations subject to the terms of this Agreement and up to the number of Subscriptions set forth in Exhibit A.
- 2.2** Client acknowledges that this Agreement is a services agreement and Evergreen will not be delivering copies of the Software to Client as part of the SaaS Services.

3. RESTRICTIONS

Client shall not, and shall not permit anyone to: (i) copy or republish the SaaS Services or Software, (ii) make the SaaS Services available to any person other than authorized Subscription users, (iii) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the SaaS Services or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, Evergreen shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Client agrees to assign all right, title and interest it may have in the foregoing to Evergreen.

4. CLIENT RESPONSIBILITIES

- 4.1 Assistance.** Client shall provide commercially reasonable information and assistance to Evergreen to enable Evergreen to deliver the SaaS Services. Client acknowledges that Evergreen's ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance
- 4.2 Compliance with Laws.** Client shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Client acknowledges that Evergreen exercises no control over the content of the information transmitted by Client or the Subscription users through the SaaS Services. Client shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
- 4.3 Unauthorized Use; False Information.** Client shall: (a) notify Evergreen immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to Evergreen immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Client or any Subscription user, and (c) not provide false identity information to gain access to or use the SaaS Services.

- 4.4 Administrator Access.** Client shall be solely responsible for the acts and omissions of its Administrator Users. Evergreen shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.
- 4.5 Client Input.** Client is solely responsible for collecting, inputting and updating all Client Data stored on the Host, and for ensuring that the Client Data does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Client shall: (i) notify Evergreen immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to Evergreen immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Client or any Subscription user, and (iii) not provide false identity information to gain access to or use the Service.
- 4.6 License from Client.** Subject to the terms and conditions of this SaaS Agreement, Client grants to Evergreen a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Client Data as necessary to provide the SaaS Services to Client. Client also grants Evergreen a non-exclusive, royalty-free, perpetual, irrevocable, and worldwide license to use, copy, modify, aggregate, and anonymize Client Data for the purpose of creating, maintaining, and improving industry benchmarks and other analytical tools and reports (the “Benchmarking Products”). Evergreen shall ensure that Client Data is not directly or indirectly identifiable or attributable to Client or any individual associated with Client in the Benchmarking Products. Evergreen shall not disclose the Client Data to any third party except as necessary to provide the Benchmarking Products or as required by law. Client acknowledges and agrees that the Evergreen owns all right, title, and interest in and to the Benchmarking Products and that the Client has no claim or interest in them.
- 4.7 Ownership and Restrictions.** Client retains ownership and intellectual property rights in and to its Client Data. Evergreen or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement. Third party technology that may be appropriate or necessary for use with some Evergreen programs is specified in the program Documentation or ordering document as applicable. Client’s right to use such third party technology is governed by the terms of the third party technology license agreement specified by Evergreen and not under the Agreement.
- 4.8 Suggestions.** Evergreen shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendation or other feedback provided by Client, including Users, relating to the operation of the SaaS Services.

5. ORDERS AND PAYMENT

- 5.1 Price and Payment.** The price of the SaaS Services and payment terms are set forth on Exhibit A. Client shall pay all undisputed invoices within 30 days after Client receives the invoice. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in United States Dollars, and must be paid by Client to Evergreen in United States Dollars.
- 5.3 Taxes.** The parties acknowledge that the City is a tax-exempt entity and that any and all taxes applicable to the services provided in this agreement or payments made to Evergreen hereunder shall be the sole responsibility, obligation, and liability of Evergreen.

6. TERMS AND TERMINATION

- 6.1 Term of SaaS Agreement.** The term of this SaaS Agreement shall begin on the Effective Date and shall continue for a 12-month period unless terminated by either party as outlined in this Section. The Subscription Term shall renew for two (2) successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Subscription Term.
- 6.2 Termination.** Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach. Further, in the event that the Madison City Council does not approve funding for the continuation of this SaaS Agreement the City may terminate this Agreement upon the provision of thirty (30) days' notice to Evergreen. In the event of termination, Evergreen shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Evergreen as of the date of termination.
- 6.3 Suspension for Non-Payment.** Evergreen reserves the right to suspend delivery of the SaaS Services if Client fails to timely pay any undisputed amounts due to Evergreen under this SaaS Agreement, but only after Evergreen notifies Client of such failure. Suspension of the SaaS Services shall not release Client of its payment obligations under this SaaS Agreement. Client agrees that Evergreen shall not be liable to Client or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Client's nonpayment.
- 6.4 Suspension for Ongoing Harm.** Both parties reserve the right to suspend delivery of the SaaS Services if one reasonably concludes that either party or a Subscription

user's use of the SaaS Services is causing immediate and ongoing harm to either party or others. In the extraordinary case that a party must suspend delivery of the SaaS Services, the party suspending the services shall immediately notify the other party of the suspension, and the parties shall diligently attempt to resolve the issue. Neither party shall be liable to the other or to any third party for any liabilities, claims, or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section 6.4. Nothing in this Section 6.4 will limit a party's rights under Section 6.5 below.

6.5 Effect of Termination.

- (a) Upon termination of this SaaS Agreement or expiration of the Subscription Term, Evergreen shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate.
- (b) Upon termination or suspension of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

7. SERVICE LEVEL AGREEMENT

The Service Level SaaS Agreement (“SLA”) for the SaaS Services is set forth in Exhibit B attached hereto. The SLA sets forth Client's remedies for availability or quality of the SaaS Services including any failure to meet any guarantee set forth in the SLA.

8. WARRANTIES

EVERGREEN WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. EVERGREEN DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT EVERGREEN WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT EVERGREEN DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY EVERGREEN (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER EVERGREEN NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED,

VIRUS-FREE OR ERROR-FREE, NOR SHALL EVERGREEN OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

9. LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF EVERGREEN) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

10. INDEMNIFICATION

10.1 Indemnification by Evergreen. If a third party makes a claim against Client that the SaaS Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that Evergreen's negligence or willful misconduct has caused property damage, bodily injury, or death, Evergreen shall defend Client and its directors, officers and employees against the claim at Evergreen's expense and Evergreen shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Evergreen, to the extent arising from the claim. Evergreen shall have no liability for any claim based on (a) the Client Data, (b) modification of the SaaS Services not authorized by Evergreen, or (c) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement. Evergreen may, at its sole option and expense, procure for Client the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Client any amount paid by Client with respect to the Subscription Term following the termination date.

10.2 Indemnification by Client. If a third party makes a claim against Evergreen that the Client Data infringes any patent, copyright or trademark, or misappropriates any trade secret, to the extent allowed by law, the City will hold harmless and indemnify Evergreen from and against claims, suits, damages, losses, liabilities,

judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Evergreen pursuant to this Agreement.

- 10.3 Conditions for Indemnification.** A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

11. CONFIDENTIALITY

- 11.1 Definition. "Confidential Information"** means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Client Data as contemplated by this SaaS Agreement, Client Data is deemed Confidential Information of Client. Evergreen software and Documentation are deemed Confidential Information of Evergreen.

- 11.2 Confidentiality.** During the term of this SaaS Agreement and for 5 years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

- 11.3 Exceptions.** Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

12. GENERAL PROVISIONS

- 12.1 Non-Exclusive Service.** Client acknowledges that SaaS Services is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Evergreen's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Client, to other parties.
- 12.2 Personal Data.** Client hereby acknowledges and agrees that Evergreen's performance of this SaaS Agreement may require Evergreen to process, transmit and/or store Client's personal data or the personal data of Client's employees. By submitting personal data to Evergreen, Client agrees that Evergreen and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling Evergreen to perform its obligations under this SaaS Agreement. In relation to all Personal Data provided by or through Client to Evergreen, Client will be responsible for complying with all applicable data protection or similar laws that regulate the processing of Personal Data. Client agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and using the SaaS Services.
- 12.3 Assignment.** Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement.

- 12.4 Notices.** Except as provided in any express provision of this Agreement, any notice, request, approval, authorization, consent, demand or other communication required or permitted to be given or made pursuant to this Agreement will be in writing (except where oral notice is specifically authorized in this Agreement) and will be deemed given upon actual receipt (or independent confirmation thereof) of notice by registered or certified United States mail, return receipt requested, postage prepaid and addressed as follows:

If to Client: HR Director
 100 Hughes Road
 Madison, AL 35758

With a copy to: City Attorney
 100 Hughes Road
 Madison, AL 35758

If to Evergreen:

Evergreen Solutions, LLC
 2528 Barrington Circle, Unit #201
 Tallahassee, Florida 32308
 jeff@consultevergreen.com

A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date, at least twenty (20) days from the date of the notice, upon which it will become effective.

- 12.5 Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.
- 12.6 Waiver.** No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.
- 12.7 Severability.** If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the

same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

- 12.8 Entire SaaS Agreement.** This SaaS Agreement (including all Schedules and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this SaaS Agreement. This SaaS Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.
- 12.9 Survival. Sections 3, 4, 6, and 8 through 12** of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.
- 12.10 No Third Party Beneficiaries.** This SaaS Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.
- 12.11 Venue & Dispute Resolution.** Any claim, whether based on contract, tort or other legal theory including, but not limited to, any claim of fraud or misrepresentation, arising out or relating to this Agreement or any Order or SOW, including its interpretation, performance, breach or termination, not resolved by good faith negotiations and escalation as specified above, will be brought only in the United States District Court for the Northern District of Alabama or, if such court would not have jurisdiction over the matter, then only in the State courts located in Madison County, Alabama, and each of the Parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.
- 12.12 Governing Law.** This SaaS Agreement shall be governed by the laws of the State of Alabama.
- 12.13 Statistical Information.** Evergreen may anonymously compile statistical information related to the performance of the Services for purposes of improving the SaaS service, provided that such information does not identify Client's data or include Client's name.
- 12.14 Compliance with Laws.** Evergreen shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data
- 12.15 Signatures.** This SaaS Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature

page of this SaaS Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

12.16 Publicity. Evergreen may include Client’s name and logo in its customer lists and on its website. Upon signing, Evergreen may issue a high-level press release announcing the relationship and the manner in which Client will use the Evergreen solution. Evergreen shall coordinate its efforts with appropriate communications personnel in Client’s organization to secure approval of the press release if necessary.

12.17 Technical Support & Additional Services. Basic technical support is included in the annual fee. Training or customization will be provided to Client by Evergreen for an additional consulting fee as provided in Evergreens fee schedule attached hereto as Exhibit C.

IN WITNESS WHEREOF, the Parties have executed this Master Software-as-a-Service Agreement as of the date below.

CLIENT

EVERGREEN

Date: _____

Date: May 6, 2025

Name: _____

Name: Jeffrey Ling

Title: _____

Title: President

EXHIBIT A
PRICING AND PAYMENT

EXHIBIT B

SERVICE LEVEL AGREEMENT

The Single Sign-On (SSO) SaaS Services will achieve System Availability (as defined below) of at least 99.9% during each calendar year of the Subscription Term. All other SaaS Services will achieve System Availability (as defined below) of at least 99% during each calendar year of the Subscription Term. “**System Availability**” means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure in the SaaS Agreement), (c) malicious attacks on the system, (d) issues associated with the Client’s computing devices, local area networks or internet service provider connections, or (e) inability to deliver services because of acts or omissions of Client or any Subscription user. Evergreen reserves the right to take the Service offline for scheduled maintenance for which Client has been provided reasonable notice and Evergreen reserves the right to change its maintenance window upon prior notice to Client.

If Evergreen fails to meet System Availability in the year, upon written request by Client within 30 days after the end of the year, Evergreen will issue a credit in Client’s next invoice in an amount prorated to a percentage of the yearly fee for the affected SaaS Services for each percentage loss of System Availability below stated SLA per SaaS Service, up to a maximum of the Client’s fee for the affected SaaS Services. For example, a 1% loss of service would result in a 1% credit of the yearly fee, and a 5% loss of service would result in a 5% credit of the yearly fee. If the yearly fee has been paid in advance, then at Client’s election Evergreen shall provide a credit to Client to be used for additional Subscription Users or term extension. The remedy stated in this paragraph is Client’s sole and exclusive remedy for interruption of SaaS Services and Evergreen’s failure to meet System Availability.

WORK ORDER AGREEMENT

This Work Order Agreement (the "Work Order"), is made this the _____ day of _____, 20____, ("Effective Date"), by and between Evergreen Solutions, LLC, a Florida limited liability company ("Evergreen"), and the City of Madison, Alabama, a municipal corporation ("Client") (collectively the "Parties").

WHEREAS, Evergreen Solutions and the Client previously entered into an agreement for Evergreen to provide certain management consulting services for the Client; and

WHEREAS, Client now desires that Evergreen Solutions provide additional services for the Client.

NOW, THEREFORE, in consideration of the mutual promised contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Scope Of Work Order. Evergreen will provide Client with such additional services within the time set forth in Exhibit A attached hereto and incorporated by reference (the "Additional Services").

2. Price and Payment Terms. Client will pay Evergreen for the Additional Services in the amount and in accordance as provided on Exhibit C attached hereto and incorporated by reference.

3. Non-Exclusive Service. Client acknowledges that the services provided pursuant to this Work Order are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Evergreen's ability to provide similar services to other parties.

4. Personal Data. Client hereby acknowledges and agrees that Evergreen's performance of this Work Order may require Evergreen to process, transmit and/or store Client's personal data or the personal data of Client's employees. By submitting personal data to Evergreen, Client agrees that Evergreen and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling Evergreen to perform its obligations under this Work Order. In relation to all Personal Data provided by or through Client to Evergreen, Client will be responsible for complying with all applicable data protection or similar laws that regulate the processing of Personal Data. Client agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and using the SaaS Services.

5. Assignment. Neither party may assign this Work Order or any right under this Work Order, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this Work Order to an acquirer of all or substantially all of the business of such party to which this Work Order relates, whether by merger, asset sale or otherwise. This Work Order shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Work Order, provided, however, that such party shall not be relieved of any obligation under this Work Order.

6. Notices. Except as provided in any express provision of this Agreement, any notice, request, approval, authorization, consent, demand or other communication required or permitted to be given or made pursuant to this Agreement will be in writing (except where oral notice is specifically authorized in this Agreement) and will be deemed given upon actual receipt (or independent confirmation thereof) of notice by registered or certified United States mail, return receipt requested, postage prepaid and addressed as follows:

If to Client: HR Director
 100 Hughes Road
 Madison, AL 35758

With a copy to: City Attorney
 100 Hughes Road
 Madison, AL 35758

If to Evergreen: _____
 Evergreen Solutions, LLC
 2528 Barrington Circle, Unit #201
 Tallahassee, Florida 32308
 jeff@consultevergreen.com

A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date, at least twenty (20) days from the date of the notice, upon which it will become effective.

7. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

8. Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Work Order shall not constitute a waiver of any other or subsequent breach.

9. Severability. If any term of this Work Order is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Work Order shall remain in full force.

10. Entire Work Order. This Work Order (including all Schedules and Exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Work Order. This Work Order may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere

commencement of work or payment against such forms shall not be deemed acceptance of the terms.

11. Limitation of Liability. Neither party shall be liable for indirect, incidental, special or consequential damages, including, without limitation, damages for lost business, profits, data or use of any service, incurred by either party or any third party in connection with this Work Order regardless of the nature of the claim (including negligence), even if foreseeable or the other party has been advised of the possibility of such damages. Neither party’s aggregate liability for damages under this Work Order, regardless of the nature of the claim (including negligence), shall exceed the fees paid or payable by Client under this Work Order.

12. No Third Party Beneficiaries. This Work Order is an agreement between the parties, and confers no rights upon either party’s employees, agents, contractors, partners of customers or upon any other person or entity.

13. Venue. Any claim, whether based on contract, tort or other legal theory including, but not limited to, any claim of fraud or misrepresentation), arising out or relating to this Work Order including its interpretation, performance, breach or termination, not resolved by good faith negotiations will be brought only in the United States District Court for the Northern District of Alabama or, if such court would not have jurisdiction over the matter, then only in the State courts located in Madison County, Alabama, and each of the Parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

14. Governing Law. This Work Order shall be governed by the laws of the State of Alabama.

Evergreen	Client
By: _____	By: _____
Print Name: _____	Print Name: <u>Jeffrey Ling</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: <u>May 6, 2025</u>

ORDINANCE NO. 2025-195

**AN ORDINANCE AUTHORIZING THE WATER AND WASTEWATER BOARD OF THE
CITY OF MADISON, DOING BUSINESS AS MADISON UTILITIES, TO DISPOSE OF
CERTAIN PERSONAL PROPERTY**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter the "Board"), proposes to dispose of certain personal property no longer needed for public or municipal purposes, as described in the attachment to Board Resolution No. WWB-115- 2025; and

WHEREAS, the Board seeks the consent of the City Council of the City of Madison to the proposed disposition of said personal property, in accordance with Ala. Code Section 11-50-314; and

WHEREAS, the City Council has determined that the property described in the attachment to Resolution No. WWB-115-2025 is no longer needed for the Board's public or municipal purposes;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Council does hereby give consent to the proposed disposition of the Board's interest in the described property, as proposed by the Board.

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

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

ATTEST:

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

APPROVED this ____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama



101 Ray Sanderson Drive ~ Madison, Alabama 35758
 Tel: 256.772.0253 ~ Fax: 256.772.7501
www.madisonutilities.org

June 3, 2025

City of Madison
 Lisa D. Thomas, City Clerk-Treasurer
 100 Hughes Rd.
 Madison, AL 35758

Re: Water & Wastewater Board of the City of Madison Resolution WWB-115-2025

Ms. Thomas,

Please see attached approved resolution WWB-115-2025 dated June 2, 2025, declaring various property as surplus and authorizing the disposal of same. According to State of Alabama Code 11-50-314, we are required to obtain the consent of the City of Madison City Council to proceed with the disposal of said property.

I have also attached a list describing the property for disposal and a sample ordinance for review.

It is requested that the City of Madison City Council place on its next Council Agenda an Ordinance authorizing the Water & Wastewater Board of the City of Madison to dispose of its interest in the aforementioned property.

Thank you for your assistance and cooperation. Please let me know if you have any questions regarding this request.

Finance Manager
gsparks@madisonutilities.org
 256-772-0253 x113

Xc: Emory DeBord, General Manager

Attachments:

Resolution WWB-115-2025 w/certification
 Property listing
 Sample ordinance

STATE OF
ALABAMA COUNTY
OF MADISON

CERTIFICATION

I, Emory DeBord, Secretary/Treasurer of the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities, Alabama do hereby certify under my name and seal that the above and foregoing is a true and correct copy of said Resolution #WWB-115-2025 on file in the office of the Secretary/Treasurer of the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities as the same and was officially enacted and promulgated by the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities, the governing body of said Municipality, on the 2nd day of June, 2025, and that said Resolution #WWB-115-2025 was in full force and effect on the 2nd day of June, 2025, and has continued in existence down to the date of this certification.

IN WITNESS WHEREOF, I have hereon subscribed my name and affixed the Corporate Seal of the Water and Wastewater Board of the City of Madison on this the 3rd Day of June 2025.



Emory DeBord, Secretary/Treasurer
Water and Wastewater Board of the
City
of Madison, Alabama dba Madison Utilities

RESOLUTION NO. WWB-115-2025

A RESOLUTION TO DECLARE SURPLUS PERSONAL PROPERTY OF THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON DOING BUSINESS AS MADISON UTILITIES AND TO AUTHORIZE THE DISPOSAL OF SAID PROPERTY:

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities, owns personal property, as described in the attached List of Items for Disposal dated June 2, 2025, for which Madison Utilities has no continuing need; and

WHEREAS, it is the desire of Madison Utilities to declare said personal property to be surplus and to authorize the disposition of said property as indicated in the list and

WHEREAS, any items not sold through GovDeals would be disposed as scrap items.

NOW, THEREFORE, BE IT RESOLVED that the Water and Wastewater Board of the City of Madison, Alabama, sitting in regular session on this the 2nd day of June 2025, that the Board declares that the property described above is no longer need for its purposes and, with the consent of the City of Madison City Council, the General Manager of Madison Utilities is hereby directed to dispose of and, as appropriate, to deliver title to said property if applicable to prevailing bidders for same.

BE IT FURTHER RESOLVED that the City of Madison City Council be requested, at its next regularly scheduled meeting, to adopt an ordinance to give its consent to the proposed disposition of this property, and, to authorize the Water and Wastewater Board of the City of Madison to dispose of the said property, in accordance with *Ala. Code'* 11-50-314.

READ, APPROVED, AND ADOPTED THIS 2nd DAY OF June, 2025.



Terris Tatum, Chairman
Water and Wastewater Board of the City of
Madison , Alabama dba Madison Utilities

ATTEST:



Emroy DeBord, Secretary-Treasurer

ITEMS FOR SURPLUS DECLARATION

Date: June 2, 2025

Item#	Category	MU#	Location	Year	Description
1	Pump Truck	274-05	101 Ray Sanderson Dr	2005	International 4400 Pump Truck
2	Truck	330-16	101 Ray Sanderson Dr	2016	Dodge 3500 Service Truck
3	Truck	333-17	101 Ray Sanderson Dr	2017	Dodge 3500 Service Truck
4	Truck	360-17	101 Ray Sanderson Dr	2017	Dodge 3500 Service Truck
5	Truck	202-06	101 Ray Sanderson Dr	2006	Ford F-150 Truck 4WD
6	Truck	270-14	101 Ray Sanderson Dr	2014	Ford F-750 Service Truck w/Crane

ORDINANCE NO. 2025-164

AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT 2B OF A RESUBDIVISION OF TRACT 2 OF MARY MARGARET LANIER FROST LANDS

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 **Rock Family Properties, LLC**, requesting the vacation of a portion of a utility and drainage easement located within Tract 2B of a Resubdivision of Tract 2 of Mary Margaret Lanier Frost Lands and further described as follows:

ALL THAT PART OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF LOT 2, A RESUBDIVISION OF TRACT 2B OF A PLAT OF A RESUBDIVISION OF TRACT 2 MARY MARGARET LANIER FROST LANDS AS RECORDED IN PLAT BOOK 13, PAGE 29 AND OTHER LANDS AND BEING RECORDED IN PLAT BOOK 24, PAGE 96, AND A RESUBDIVISION OF LOT 3 OF MADISON CENTER, A RESUBDIVISION OF LOT 2 OF A RESUBDIVISION OF LOT 1A OF A PLAT OF A RESUBDIVISION OF LOT NO. 1 OF A RESUBDIVISION OF TRACT 2 B OF A RESUBDIVISION OF TRACT 2 OF MARY MARGARET LANIER FROST LANDS AS RECORDED IN PLAT BOOK 32, PAGE 51, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 35, PAGE 38. THENCE FROM THE POINT OF COMMENCEMENT, WEST 20.00 FEET TO THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUIRED BY DOCUMENT NUMBER 2018-00015849, AS RECORDED IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA; THENCE, SOUTH 01 DEGREES 04 MINUTES 29 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING OF A PORTION OF 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE VACATED.

THENCE FROM THE POINT OF BEGINNING AND ALONG SAID ACQUIRED RIGHT OF WAY, SOUTH 01 DEGREES 04 MINUTES 29 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF A 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE LEAVING SAID RIGHT OF WAY, WEST A DISTANCE OF 653.67 FEET TO THE INTERSECTION OF SAID SOUTHERLY MARGIN OF A 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, AND THE EASTERLY MARGIN OF A 10-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID EASTERLY MARGIN, NORTH 07 DEGREES 30 MINUTES 26 SECONDS WEST A DISTANCE OF 15.13 FEET TO A POINT; THENCE EAST A DISTANCE OF 655.93 FEET TO THE POINT OF BEGINNING, CONTAINING 9,822 SQUARE FEET OR 0.226 ACRES, MORE OR LESS.

AND

ALL THAT PART OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF LOT 2, A RESUBDIVISION OF TRACT 2B OF A PLAT OF A RESUBDIVISION OF

TRACT 2 MARY MARGARET LANIER FROST LANDS AS RECORDED IN PLAT BOOK 13, PAGE 29 AND OTHER LANDS AND BEING RECORDED IN PLAT BOOK 24, PAGE 96, AND A RESUBDIVISION OF LOT 3 OF MADISON CENTER, A RESUBDIVISION OF LOT 2 OF A RESUBDIVISION OF LOT 1A OF A PLAT OF A RESUBDIVISION OF LOT NO. 1 OF A RESUBDIVISION OF TRACT 2 B OF A RESUBDIVISION OF TRACT 2 OF MARY MARGARET LANIER FROST LANDS AS RECORDED IN PLAT BOOK 32, PAGE 51, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 35, PAGE 38. THENCE FROM THE POINT OF COMMENCEMENT, WEST 20.00 FEET TO THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUIRED BY DOCUMENT NUMBER 2018-00015849, AS RECORDED IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA; THENCE ALONG SAID ACQUIRED RIGHT OF WAY, SOUTH 01 DEGREES 04 MINUTES 29 SECONDS WEST 20.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, WEST A DISTANCE OF 673.84 FEET TO THE POINT OF BEGINNING OF A PORTION OF 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE VACATED.

THENCE FROM THE POINT OF BEGINNING, WEST A DISTANCE OF 291.52 FEET TO THE INTERSECTION OF SAID SOUTHERLY MARGIN OF A 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT AND THE EASTERLY MARGIN OF A 25-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID EASTERLY MARGIN, NORTH 01 DEGREES 00 MINUTES 32 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE EAST A DISTANCE OF 289.30 FEET TO A POINT ON THE WESTERLY MARGIN OF A 10-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID MARGIN, SOUTH 07 DEGREES 30 MINUTES 26 SECONDS EAST A DISTANCE OF 15.13 FEET OF BEGINNING, CONTAINING 4356 SQUARE FEET OR 0.100 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 **Rock Family Properties, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

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

ATTEST:

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

APPROVED this ____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<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 **Rock Family Properties, LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

ALL THAT PART OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF LOT 2, A RESUBDIVISION OF TRACT 2B OF A PLAT OF A RESUBDIVISION OF TRACT 2 MARY MARGARET LANIER FROST LANDS AS RECORDED IN PLAT BOOK 13, PAGE 29 AND OTHER LANDS AND BEING RECORDED IN PLAT BOOK 24, PAGE 96, AND A RESUBDIVISION OF LOT 3 OF MADISON CENTER, A RESUBDIVISION OF LOT 2 OF A RESUBDIVISION OF LOT 1A OF A PLAT OF A RESUBDIVISION OF LOT NO. 1 OF A RESUBDIVISION OF TRACT 2 B OF A RESUBDIVISION OF TRACT 2 OF MARY MARGARET LANIER FROST LANDS AS RECORDED IN PLAT BOOK 32, PAGE 51, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 35, PAGE 38. THENCE FROM THE POINT OF COMMENCEMENT, WEST 20.00 FEET TO THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUIRED BY DOCUMENT NUMBER 2018-00015849, AS RECORDED IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA; THENCE, SOUTH 01 DEGREES 04 MINUTES 29 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING OF A PORTION OF 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE VACATED.

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*Quitclaim Deed
Mary Margaret Lanier Frost Lands VOE
Page 1 of 3*

EASEMENT, AND THE EASTERLY MARGIN OF A 10-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT;

THENCE ALONG SAID EASTERLY MARGIN, NORTH 07 DEGREES 30 MINUTES 26 SECONDS WEST A DISTANCE OF 15.13 FEET TO A POINT; THENCE EAST A DISTANCE OF 655.93 FEET TO THE POINT OF BEGINNING, CONTAINING 9,822 SQUARE FEET OR 0.226 ACRES, MORE OR LESS.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of June, 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

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

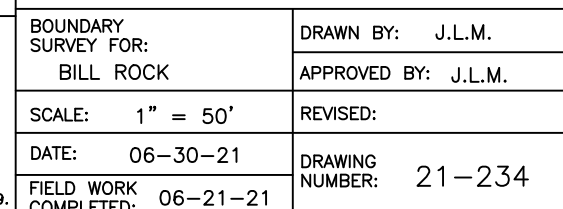
Lisa D. Thomas
City Clerk-Treasurer

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 D. 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 June 2025.

Notary Public



RESOLUTION NO. 2025-182-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 in 2025, and no certificate of occupancy prior to January 1, 2026. The Development shall contain no more than 190 units.
- (c) The Project will comply with the Madison on Track 2045 Comprehensive 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) 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 9th day of June, 2025.

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

ATTEST:

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

Approved this ____ day of June, 2025

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 Madison on Track 2045 Comprehensive 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 190 residential lots, and to set aside a minimum of thirty-one percent (31%) 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 to the Agreement, which will be subdivided and developed into a residential subdivision for single-family detached homes. The Development is expected to contain no more than 190 residential lots (each a "Lot", collectively, the "Lots") as depicted in revised Exhibit B, attached hereto.

(b) Company shall set aside and preserve public access to a minimum of thirty-one (31%) of the Development Site for detention use, park use, walking trails, general green space, or any combination thereof ("Open Space") as depicted in Exhibit B. When the "Company" records the first final plat for the Development, Company shall provide a public access easement or conservation easement for the Open Space designated by that final plat, in form and content acceptable to the City. In coordination with the City, Company shall develop or improve the walking trails and Open Space within each phase of the Development before the next phase of the Development begins.

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 the Development. Pursuant to the Phasing Schedule, the Company will cause commencement of development of the lots to begin in 2025 and shall not apply for Certificates of Occupancy until 2026.

(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.

Section 4.3 Force Majeure Event. Force Majeure Event means and includes causes which could not have been foreseen or are beyond the reasonable control of a party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, and which are not the result of such party's fault, negligence, or deliberate act. Such causes include but are not restricted to, acts of the public enemy, acts of any government in either its sovereign or proprietary capacity (other than acts taken by the City in accordance with this Agreement), fires, floods, hurricanes, epidemics, quarantine restrictions, freight embargoes, or unusually severe weather (not including normal seasonal inclement weather).

ARTICLE V. MISCELLANEOUS

Section 5.1 Party Approvals. Any approvals to be delivered by any party hereto shall be by a designated and authorized individual or officer for such purpose.

Section 5.2 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the transactions described herein and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the party against whom enforcement of any change, modification, or discharge is sought.

Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

Section 5.4 Binding Effect; Governing Law. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and assigns. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama.

Section 5.5 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

If to City:	The City of Madison Attn: Director of Development Services Planning Department 100 Hughes Road Madison, AL 35758
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With a Copy to:	The City of Madison
-----------------	---------------------

Attn: City Attorney
 100 Hughes Road
 Madison, AL 35758

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 the Company, (2) Planning Commission approval of the layout plat of the Property necessary to accommodate the development contemplated herein, (3) Approval and publication of an ordinance authorizing re- zoning of the Property, and (4) City Council approval of this Agreement.

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:

STATE OF ALABAMA

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COUNTY OF MADISON

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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 _____, 2025.

Notary Public

COMPANY: DAVIDSON HOMES, LLC

By: _____

Its: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Dustin McNutt, whose name as Division President 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 6th day of May, 2025.

Caroline Bonner Deese
Notary Public

Caroline Bonner Deese
Notary Public, Alabama State At Large
My Commission Expires 04/09/2028

SELLER: Second Wind Land Company, LLC, who has an underlying contract to purchase from current owner

By: Mark Anderson

Its: MEMBER

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Mark Anderson, whose name as member of Second Wind Land Company, LLC, is signed to the foregoing instrument, and who is known to me, 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 6th day of May, 2025.

Rebecca Horn
Notary Public Rebecca Horn
exp: 10/04/2027



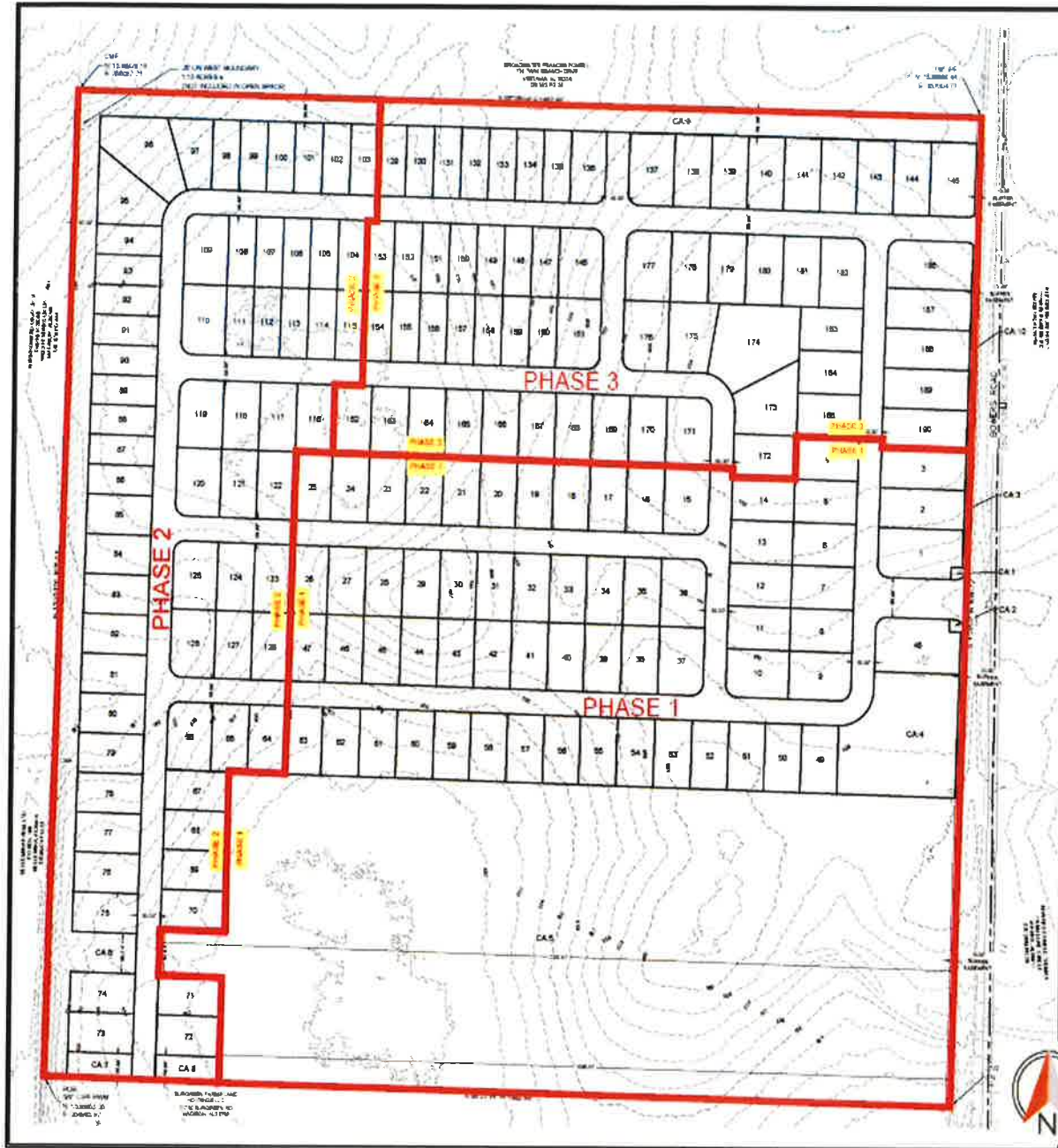
EXHIBIT "A"

(Legal Description of Property)

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 [NAO 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.

EXHIBIT "B"



RESOLUTION NO. 2025-183-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH MCCOMM GROUP, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with McComm Group, Inc., to facilitate the continued implementation of the development of the City of Madison's comprehensive sign and wayfinding master plan, said Agreement to incorporate the consultant's scope of work and estimate for Phase II dated May 9, 2025 and the terms and conditions of the attached Agreement entitled "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement or Amendment, 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 McComm Group, Inc., in the amount(s) and manner set forth in 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 9th day of June 2025.

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

ATTEST:

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

APPROVED this ____ day of June 2025

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and McComm Group, Inc., located at 402 Oak Street NE, Suite A, Decatur, Alabama 35601, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional services for the continued implementation of the comprehensive sign and wayfinding master plan; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement and Consultant's proposal dated May 9, 2025 ("Attachment A"), Consultant will provide the following services to City:
 - (1) Meet with client to define goals and scope for Phase II signage implementation;
 - (2) Survey city routes to finalize up to nine sign locations;
 - (3) Coordinate on-site visits with city staff, utility personnel, and/or fabricators;
 - (4) Review and advise on sign fabricator proofs to support optimal outcomes;
 - (5) Visit fabricator facility to verify adherence to quality standards;
 - (6) Provide additional design files to address unforeseen needs beyond Phase I plans;
 - (7) Recommend sign face content for Phase II installations as needed.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.

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

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **fifteen thousand dollars (\$15,000.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts

and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's hourly rates and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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

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

sending the same to the point of contact identified in Section 10. Consultant's insurance shall provide primary coverage as relates to other insurance carried by the City.

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*McComm Group, Inc.
402 Oak Street NE, Suite A
Decatur, Alabama 35601*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

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

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

McComm Group, Inc.
Consultant

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

§

COUNTY OF _____ §

§

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

Given under my hand this the _____ day of June, 2025.

Notary Public



McCOMM GROUP
McCommGroup.com

Estimate

Mary Beth Broeren, A.I.C.P.
City of Madison
Economic Development Dept.
100 Hughes Road
Madison, AL 35758

Date
Number
Revision
AE/Team

05/09/25
25.19018
Original
JM

Name/Title: Wayfinding Signage: Phase II

In order to continue the implementation of the comprehensive sign and wayfinding master plan developed previously, the McComm Group will work with the Director of Development – City of Madison on the following:

- Client meeting to discuss the scope of work and goals for Phase II signage implementation.
- Drive the city's routes to identify and refine wayfinding install locations for up to nine signs.
- Meet with city employees, utility personnel and/or sign fabricators at the proposed wayfinder locations.
- Review sign fabricator proofs, provide input and offer suggestions to Madison's Director of Development to ensure the best possible results may be attained.
- Meet with the sign fabricators at their facility to ensure quality standards are met.
- Provide additional sign design files as needed for unexpected situations and needs that cannot be solved via the Phase I Master Plan designs.
- Recommend content for each Phase II sign face as needed.

Note: Engineered/Shop Drawings, Sign Fabrication, Installation, and Permitting are not included.

Description:	Estimate
TOTAL	\$15,000.00

This is an estimate to produce this project. Agency Services includes one time through and one set of changes. Additional changes will be billed at an hourly rate for actual time spent on project. Shipping is not included in this estimate. If paid by credit card, additional 2.9% fees apply. Estimate valid for 30 days.

McComm Group, Inc. PO Box 1963 Decatur AL 35602
Ph: 256-351-0560 Fax: 256-351-0580

Approvals:

Client

Date:

ORDINANCE NO. 2025-184**AN ORDINANCE VACATING A UTILITY & DRAINAGE EASEMENT LOCATED WITHIN TRACT 1 OF TOWN MADISON PHASE 14 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 **Old Town Investments, LLC**, requesting the vacation of a portion of a utility & drainage easement located within Tract 1 of Town Madison Phase 14 Subdivision and further described as follows:

All that part of Tract 1 of Town Madison Phase 14 as shown by the map or plat recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 2023, Pages 18-19, being more particularly described as follows; Commencing at the Southeast corner of Tract 1 of said Town Madison Phase 14, said point being on the North right-of-way of Town Madison Boulevard. Thence North 02 degrees 40 minutes 21 seconds West, 174.37 feet to a point; thence South 87 degrees 19 minutes 39 seconds West, 25.00 feet to a point; thence South 02 degrees 40 minutes 21 seconds East, 12.38 feet to a point on the North boundary of an existing utility and drainage easement; thence South 61 degrees 24 minutes 10 seconds West, 26.12 feet to the Point of Beginning of the tract herein described; Thence from the Point of Beginning, South 02 degrees 40 minutes 21 seconds East, 22.69 feet to a point; Thence South 87 degrees 19 minutes 39 seconds West, 18.01 feet to a point; Thence North 28 degrees 35 minutes 50 seconds West, 12.53 feet to a point; Thence North 61 degrees 24 minutes 10 seconds East, 26.12 feet to the Point of Beginning and containing 368 square feet, more or less.

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

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

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

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

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

ATTEST:

Lisa Thomas, City Clerk-Treasurer

City of Madison, Alabama

APPROVED this _____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA	§	QUITCLAIM DEED
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<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 **Old Town Investments, LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

All that part of Tract 1 of Town Madison Phase 14 as shown by the map or plat recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 2023, Pages 18-19, being more particularly described as follows; Commencing at the Southeast corner of Tract 1 of said Town Madison Phase 14, said point being on the North right-of-way of Town Madison Boulevard. Thence North 02 degrees 40 minutes 21 seconds West, 174.37 feet to a point; thence South 87 degrees 19 minutes 39 seconds West, 25.00 feet to a point; thence South 02 degrees 40 minutes 21 seconds East, 12.38 feet to a point on the North boundary of an existing utility and drainage easement; thence South 61 degrees 24 minutes 10 seconds West, 26.12 feet to the Point of Beginning of the tract herein described; Thence from the Point of Beginning, South 02 degrees 40 minutes 21 seconds East, 22.69 feet to a point; Thence South 87 degrees 19 minutes 39 seconds West, 18.01 feet to a point; Thence North 28 degrees 35 minutes 50 seconds West, 12.53 feet to a point; Thence North 61 degrees 24 minutes 10 seconds East, 26.12 feet to the Point of Beginning and containing 368 square feet, more or less.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of June, 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

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

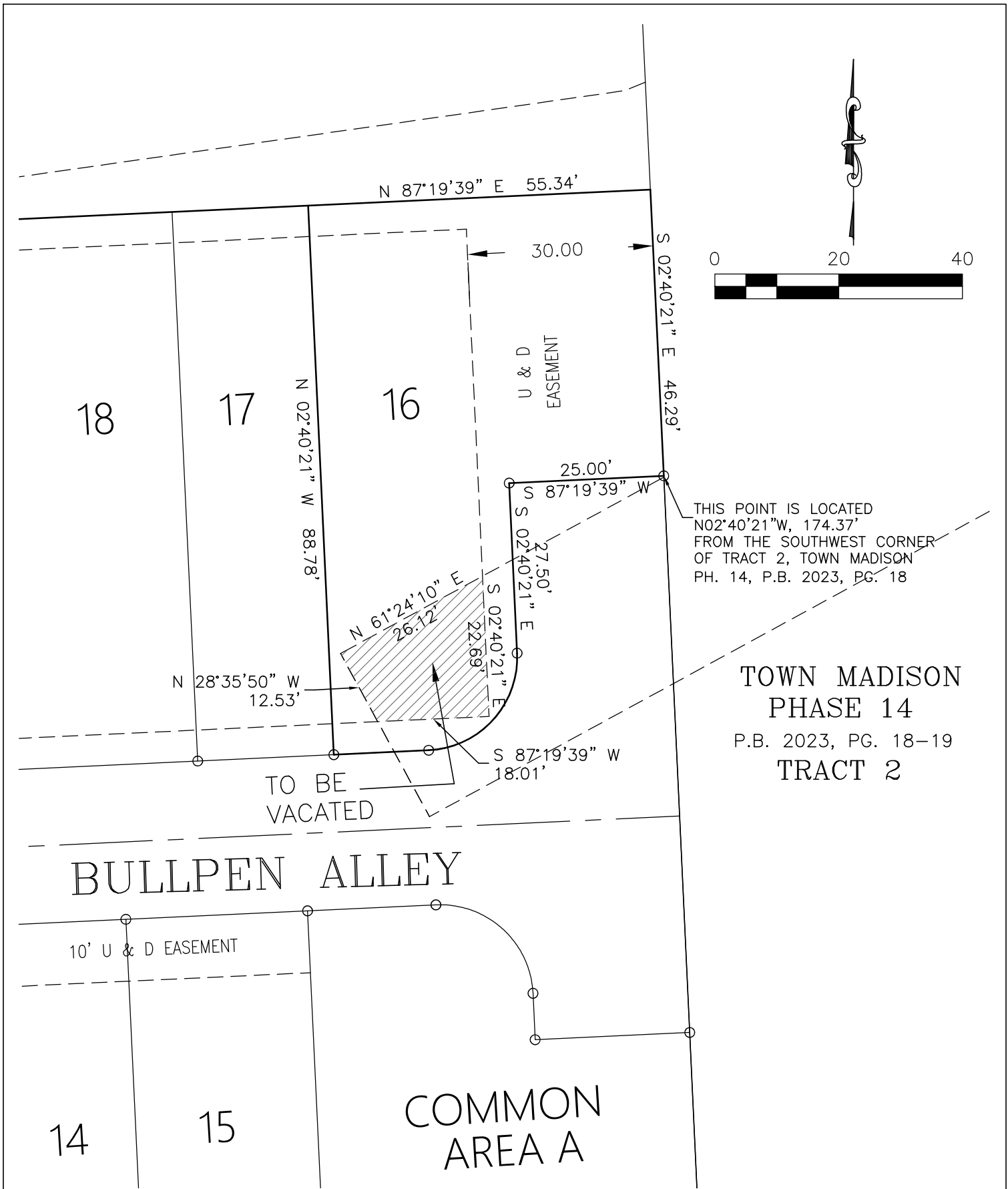
Lisa Thomas
City Clerk-Treasurer

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 June 2025.

Notary Public



JOB NO: 22-191

DATE: 5/7/25

DRAWN BY: SER

CHECKED BY: CMF

EASEMENT VACATION

LOT 16
TOWN MADISON PH. 15

PREPARED FOR: OLD TOWN INVESTMENTS, LLC

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805
(256) 701-4821

All documents, including Drawings and Bid Specifications, prepared or furnished by Firms listed on face, are instruments of service in respect of the client and firms listed on face, shall retain an ownership and property interest therein whether or not the Project is completed. Such documents are not intended to be represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without written verification by Firms listed on face will entitle Firms listed on face to further compensation at rates to be agreed upon by Firms listed on face and the Client.

ORDINANCE NO. 2025-185**AN ORDINANCE VACATING UTILITY & DRAINAGE EASEMENT
LOCATED WITHIN LOT 2 OF MCCURRY PHASE 3 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 **Madison Fair Hotel II, LLC**, requesting the vacation of a portion of a utility & drainage easement located within Lot 2 of McCurry Phase 3 Subdivision and further described as follows:

A PORTION OF THE UTILITY AND DRAINAGE EASEMENT OF AN EXISTING 40-FOOT PUBLIC INGRESS/EGRESS AND UTILITY AND DRAINAGE AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBERS 20090318000176480 AND 20170803000449290, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 1/2 INCH CAPPED REBAR STAMPED "JOHNSON CA0193LS" LYING ON THE SOUTHERN RIGHT-OF-WAY MARGIN OF MADISON BOULEVARD AT THE NORTHWEST CORNER OF LOT 2 OF "McCURRY, PHASE 3" SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 20170803000449290 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF "COMFORT INN & SUITES SUBDIVISION" AS RECORDED IN DOCUMENT NUMBER 20090318000176480; THENCE RUNNING ALONG THE COMMON LINE BETWEEN SAID LOT 1 AND LOT 2 SOUTH 25 DEGREES 34 MINUTES 27 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE UTILITY AND DRAINAGE PORTION HEREIN DESCRIBED TO BE VACATED; THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE NORTH 64 DEGREES 36 MINUTES 03 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUNNING PARALLEL WITH SAID COMMON LOT LINE SOUTH 25 DEGREES 34 MINUTES 27 SECONDS EAST A DISTANCE OF 112.00 FEET TO A POINT; THENCE SOUTH 64 DEGREES 36 MINUTES 03 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT LYING ON SAID COMMON LOT LINE; THENCE NORTH 25 DEGREES 34 MINUTES 27 SECONDS WEST A DISTANCE OF 112.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.01 ACRES, MORE OR LESS. NOTE: NO PORTION OF THE INGRESS/EGRESS EASEMENT IS TO BE VACATED.

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 **Madison Fair Hotel II, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

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

ATTEST:

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

APPROVED this ____ day of June 2025.

Paul Finley, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA	§	QUITCLAIM DEED
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<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 **Madison Fair Hotel II, LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

A PORTION OF THE UTILITY AND DRAINAGE EASEMENT OF AN EXISTING 40-FOOT PUBLIC INGRESS/EGRESS AND UTILITY AND DRAINAGE AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBERS 20090318000176480 AND 20170803000449290, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED REBAR STAMPED “JOHNSON CA0193LS” LYING ON THE SOUTHERN RIGHT-OF-WAY MARGIN OF MADISON BOULEVARD AT THE NORTHWEST CORNER OF LOT 2 OF “McCURRY, PHASE 3” SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 20170803000449290 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF “COMFORT INN & SUITES SUBDIVISION” AS RECORDED IN DOCUMENT NUMBER 20090318000176480; THENCE RUNNING ALONG THE COMMON LINE BETWEEN SAID LOT 1 AND LOT 2 SOUTH 25 DEGREES 34 MINUTES 27 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE UTILITY AND DRAINAGE PORTION HEREIN DESCRIBED TO BE VACATED;

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE NORTH 64 DEGREES 36 MINUTES 03 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUNNING PARALLEL WITH SAID COMMON LOT LINE SOUTH 25

NOTE: NO PORTION OF THE INGRESS/EGRESS EASEMENT IS TO BE VACATED

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of June 2025.

Attest:

Lisa Thomas
City Clerk-Treasurer

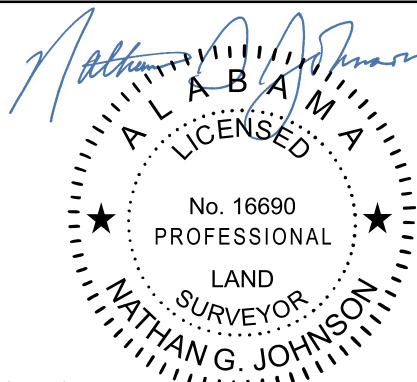
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who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

Notary Public

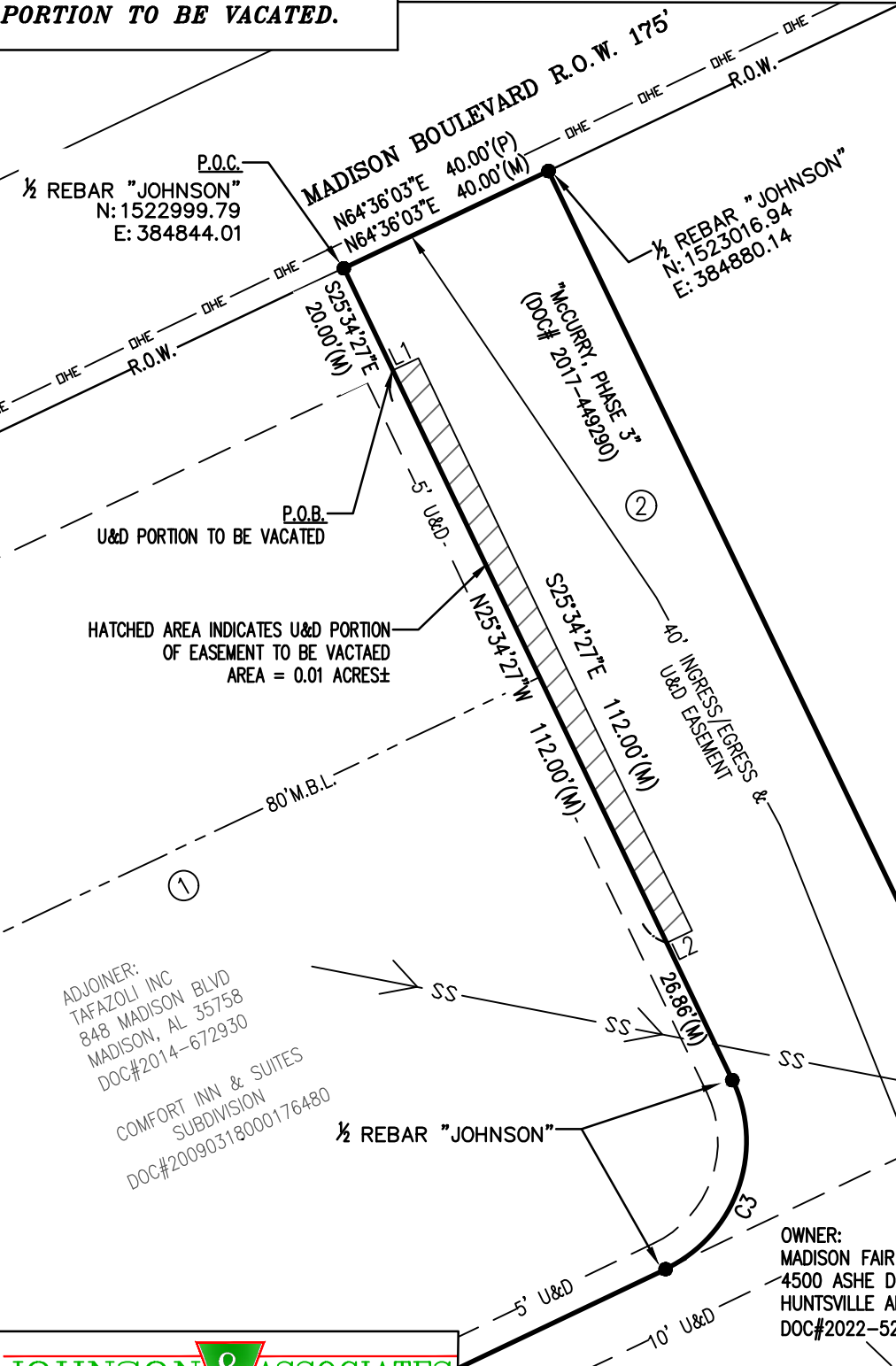
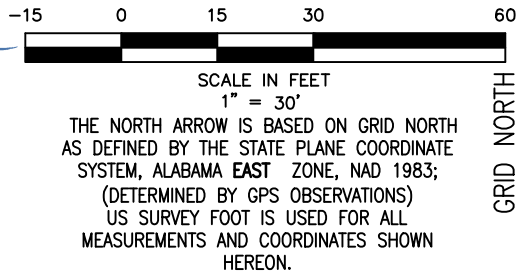
SPECIAL PURPOSE SURVEY

THIS DRAWING IS AN EXCERPT OF A BOUNDARY SURVEY WHICH HAS BEEN PREPARED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA. SAID RECORD SURVEY WHICH IS ON FILE AT THE MAIN OFFICE OF JOHNSON & ASSOCIATES, INC., PROJECT NUMBER 1657-SR, DATED 06/06/17 AND REFLECTS ADDITIONAL INFORMATION REQUIRED BY THE STANDARDS OF PRACTICE AND IS HEREBY MADE A PART OF THIS SURVEY.

SEE ATTACHED LEGAL DESCRIPTION OF U&D PORTION TO BE VACATED.



05/05/2025



Parcel Line Table

Line #	Length	Direction
L1	5.00'	N64° 36' 03"E
L2	5.00'	S64° 36' 03"W

JOHNSON & ASSOCIATES
ENGINEERING SURVEYING
1218 CHURCH STREET HUNTSVILLE, ALABAMA 35801
1-256-533-7331 FAX 1-256-533-7332

EXHIBIT "A-1"

**LOT 2 OF "McCURRY, PHASE 3"
UTILITY AND DRAINAGE PORTION OF
EXISTING 40' INGRESS/EGRESS &
UTILITY AND DRAINAGE EASEMENT TO BE
VACATED**

OWNER: MADISON FAIR HOTEL III LLC

TOTAL ACRES: 0.01 ±

PROJECT #: 1657-SR-1

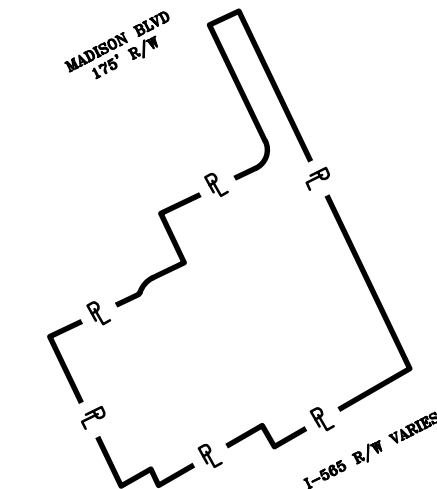
COUNTY: MADISON ALABAMA

CITY&STATE: MADISON, ALABAMA

SCALE: 1 INCH = 30 FEET

DATE: MAY 05, 2025

REVISIONS:



OVERALL BOUNDARY SKETCH (NOT TO SCALE)

GENERAL LEGEND

- (P) Plat Bearing or Distance
(M) Measured in the Field
P.O.B. Point Of Beginning
P.O.C. Point Of Commencement
R.O.W. Right-of-Way
○ Property Corner, Found
■ Concrete Mon. Set Stamped "Johnson CA0193LS"
U&D Public Utility and Drainage Easement
PVC Polyvinylchloride Pipe
RCP Reinforce Concrete Pipe
—SS— Sanitary Sewer Line
Ⓢ Sanitary Sewer Manhole
① Lot Numbers
Hatched Area Portion To Be Vacated

ORDINANCE NO. 2025-187

AN ORDINANCE AMENDING CHAPTER 8, ARTICLE IV, DIVISION 4 OF THE MADISON CITY CODE

WHEREAS, the City of Madison Director of Development Services has recommended that the City Council amend the City Code to provide for additional locations where murals may be located within the City; and

WHEREAS, the City has received input from citizens and civic groups on the benefits of expanding the permitted locations for murals.

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that Sections 8-98.76 and 8-98.79 of the Madison City Code of Ordinances are hereby amended as follows:

Sec. 8-98.76. Location - Generally.

- (a) Murals are permitted on public property and within the Neighborhood Business (B1) District, Community Business (B2) District, Urban Center (UC) District, and Traditional Neighborhood Development (TND) District. Murals within the TND District will only be permitted in the designated Neighborhood Center Areas.
- (b) Murals shall be located as to be visible from a street, pedestrian path, or other publicly accessible space.
- (c) Wall surfaces must be associated with a building or its accessory structures and cannot be freestanding wall structures.

Sec. 8-98.79. Specific Mural Requirements.

- (a) There shall be no more than two murals per building.
- (b) Murals may only be installed on side or rear walls of buildings, except consideration shall be given to front walls for mixed use buildings in the B1 District that do not have a side wall.
 - (1) Murals on front walls shall not cover more than 25 percent of the wall façade.
 - (2) Murals on side or rear walls shall not cover more than 75 percent of the wall façade, unless additional coverage is approved by the Mural Advisory Board.
- (c) Window murals are permitted provided they do not occupy more than 25 percent of the window area.
 - (1) Paint used for window murals must be durable to the environment, but also easily removable once the term has expired.
- (d) Murals may not cover or detract from the significant or character-defining architectural features of a structure.

- (1) Murals must complement and enhance the structure they are applied to.
- (e) Murals must exhibit skilled application standards consistent with sound and generally accepted artistic practices and principles.
- (f) Paint must be of superior quality intended for exterior use so not to corrode or compromise the integrity of the material of the building it is applied to.
 - (1) Paint that is reflective, fluorescent, or metallic is prohibited.
 - (2) A weather resistant sealant and anti-graffiti coating shall be applied upon completion.
 - (3) Walls on which murals are located must be cleaned using the gentlest means possible and primed with appropriate paint.
- (g) Walls on which murals are located must be in good repair with roof, flashing and parapets in good condition.
- (h) Lighting for murals must be shielded and directed towards the mural to ensure no spillage of light onto surrounding properties.
- (i) The location, size, nature, or type of mural shall not create a hazard to the safe and efficient operation of vehicles nor create a condition that endangers the safety of persons or property thereon.
 - (1) Murals may not extend beyond the eaves, parapet, or sides of a building.
 - (2) Murals must be located to engage and encourage pedestrian interaction.
 - (3) Murals with a proposed projection from the wall that is located less than eight feet from adjacent ground surface shall have a lawn separating the mural wall and the sidewalk so as to not cause an obstruction of pedestrian traffic.
 - i. If the proposed projection is designed to be interactive, an ADA compliant pathway, approved by the City of Madison, should connect from the sidewalk to the mural.
- (j) Budgeting, insurance, liability, maintenance, and mural removal will be the responsibility of the property or business owner.
 - (1) Whether the rights of the artist commissioned to create the mural are retained or voided is determined by the contract agreement, as well as whether the artist may include their signature on the mural.
 - (2) The contract agreement must also address responsibilities for maintenance, removal, and artist rights if property ownership changes while the mural is still active.
 - (3) A copy of the contract agreement and any amendments thereto must be provided to the City.

- (k) Copyright ownership will be that of the property owner for reproduction of the image (i.e., stickers, apparel, etc.) unless otherwise agreed upon.
- (l) Murals proposed in the Madison Station Historic District shall also follow the District's Regulations and Guidelines pertaining to mural design and requirements.

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

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

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

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

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

ATTEST:

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

APPROVED this ____ day of _____ 2025.

Paul Finley, Mayor
City of Madison, Alabama