



## Agenda

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

6:00 PM  
Council Chambers  
December 30, 2024

#### AGENDA NO. 2024-24-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Troy Garner of Fellowship of Faith Church

3. PLEDGE OF ALLEGIANCE

4. AMENDMENTS TO AGENDA

5. ROLL CALL OF ELECTED GOVERNING OFFICIALS

6. APPROVAL OF MINUTES

A. Minutes No. 2024-12-WS, dated December 4, 2024

B. Minutes No. 2024-23-RG, dated December 9, 2024

7. PRESENTATIONS AND AWARDS

A. Madison Fire Department Promotion Ceremony for 2024 promotions

B. Presentation of Madison Fire Department Life Saving Awards by Chief Williams to Firefighter Peter Puciarelli, HEMSI AEMT Luke Solovehichik, and HEMSI EMT Ashley Pearson-Clay

C. Presentation of 2025 Firefighter of the Year

PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at [cityclerk@madisonal.gov](mailto:cityclerk@madisonal.gov). The City Council's Public Participation Policy is available in the agenda packet, on the City Website, and from the City Clerk's Office. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the

meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to [citycouncil@madisonal.gov](mailto:citycouncil@madisonal.gov).

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

8. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and Periodic bills to be paid
- B. **Resolution No. 2024-381-R:** Approving an annual appropriation agreement with the Community Free Dental Clinic for FY 25 (\$2,500 to be paid from General Operating account)
- C. **Resolution No. 2024-382-R:** Approving an annual appropriation agreement with Getting Real About Mental Illness for FY 25 (\$2,500 to be paid from General Operating account)
- D. **Resolution No. 2024-383-R:** Approving an annual appropriation agreement with the Health Establishments At Local Schools for FY 25 (\$5,000 to be paid from General Operating account)
- E. **Resolution No. 2024-384-R:** Approving an annual appropriation agreement with the Madison County Health Department for FY 25 (\$30,000 to be paid from General Operating account)
- F. **Resolution No. 2024-385-R:** Approving an annual appropriation agreement with Liberty Learning Foundation for FY 25 (\$7,500 to be paid from General Operating account)
- G. **Resolution No. 2024-432-R:** Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 062976 for damage to a 2021 Ford Explorer Police vehicle (\$3,440.90 after \$1,000.00 deductible, to be deposited into General Operating account)
- H. **Resolution No. 2024-434-R:** Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 062917 for damage caused by a deer. The vehicle (2014 Dodge Charger Police vehicle) is considered a complete loss and the settlement will be \$6,650.47 after \$1,000.00 deductible, \$5,650.47 to be deposited into General Operating account. This payment represents the full and final settlement of the claim, which is now considered closed.
- I. **Resolution No. 2024-435-R:** Providing for the disposition of personal property of negligible value (washers and dryers formerly used by the Fire Department) via online auction through Govdeals pursuant to Section 16-108 of the City of Madison Code of Ordinances
- J. **Resolution No. 2024-437-R:** Authorizing a Microsoft licensing agreement renewal with SHI (\$69,127.25 for one year, to be paid from IT Department budget)
- K. **Resolution No. 2024-443-R:** Authorizing a Property Use Agreement with Sumitomo Rubber USA, LLC, d/b/a Dunlop Tire for police emergency driver training (no cost to the City)
- L. Authorization for the Parks and Recreation Department to solicit bids for repairs to the kiddie pool at Dublin Park.
- M. Authorization for the Engineering Department to solicit bids for installation of the Palmer Park Pedestrian Bridges.
- N. Acceptance of donation of 43" Element 4K XUMO television from Walmart valued at \$150.42 to be placed in the dayshift sergeant's office of the Madison Police Department.
- O. Acceptance of donation in the amount of \$150 to The Safe Haven Baby Box - Madison Fire Department
- P. Acceptance of donation from L. Tucker in the amount of \$30.00 (to be deposited into Madison Senior Center donation account)

Q. Acceptance of donation from Madison, Alabama Police Foundation in the amount of \$150.00 (to be deposited into the Madison Fire Department Donation account)

9. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

10. BOARD/COMMITTEE APPOINTMENTS

11. PUBLIC HEARINGS

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

12. DEPARTMENT REPORTS

**ENGINEERING**

- A. Resolution No. 2024-413-R:** Authorizing Change Order No. 2 to agreement with Miller & Miller, Inc., to construct temporary road for public use during construction of Project 22-024 | Mill Road Wall Construction (Road Stabilization) (\$345,711.00 to be paid from Fund 38)
- B. Resolution No. 2024-433-R:** Authorizing a Professional Services Agreement with S&ME, Inc. for environmental consulting services for FY 2025 wet-weather monitoring (not to exceed \$18,040.00, to be paid from Engineering Stormwater Budget - Fund 11)
- C. Resolution No. 2024-439-R:** Authorizing a Maintenance Services Agreement with Sweeping Corporation of America for annual street sweeping (not to exceed \$76,675.74, to be paid from Stormwater Fund)

**FACILITIES AND GROUNDS**

- A. Resolution No. 2024-438-R:** Approving a Contractor Agreement with Structure Remodeling, LLC, for exterior repairs and roof replacement at the Farley-Wann House (\$75,000 to be paid as follows: \$73,000 from Capital Outlay - Wann House and \$2,000 from Planning Department - Special Projects account)

**PLANNING**

- A. Resolution No. 2024-423-R:** Setting a Public Hearing on Proposed Ordinance No. 2024-424; zoning certain property owned by Bernice Woods consisting of 0.46 acres located at 131 Forrest Drive, north of

Forrest Drive and west of Nance Road, to R-1A (Low Density Residential) upon annexation (First Publication 1/8/2025, Synopsis 1/15/2025, Public Hearing 2/10/2025)

- B. Proposed Ordinance No. 2024-422**: Assenting to the annexation of certain property owned by Bernice Woods located at 131 Forrest Drive (First Reading)
- C. Resolution No. 2024-426-R**: Setting a Public Hearing on Proposed Ordinance No. 2024-427; zoning certain property owned by English RE, LLC, consisting of 1.4 acres located at 7301 Hwy 72, south of Hwy 72 and east of Rainbow Drive, to B3 (General Business) upon annexation (First Publication 1/8/2025, Synopsis 1/15/2025, Public Hearing 2/10/2025)
- D. Proposed Ordinance No. 2024-425**: Assenting to the annexation of certain property owned by English RE, LLC, located at 7301 Hwy 72 (First Reading)
- E. Resolution No. 2024-428-R**: Setting a public hearing on Proposed Ordinance No. 2024-429; rezoning certain property owned by John W. Burgreen Estate consisting of 37.72 acres located north of Huntsville-Browns Ferry Road, east of Oakland Church from AG (Agriculture) to RC-2 (Residential Cluster District No. 2) (First Publication 1/8/2025, Synopsis 1/15/2025, Public Hearing 2/10/2025)
- F. Resolution No. 2024-430-R**: Setting a Public Hearing on Proposed Ordinance No. 2024-431; zoning certain property owned by Lily Landholdings, Inc. consisting of 89.27 acres located south of Huntsville-Browns Ferry Road and west of Bowers Road from AG (Agriculture) to RC-2 (Residential Cluster District No. 2) (First Publication 1/8/2025, Synopsis 1/15/2025, Public Hearing 2/10/2025)
- G. Proposed Ordinance No. 2024-442**: Vacation of a utility and drainage easement located within 116 Forest Glade Drive, Lot 9 of Old Ivy Subdivision (First Reading)
- H. Proposed Ordinance No. 2024-441**: Vacation of a drainage easement located within Lot 3B of First Commercial Park, Phase 2 Subdivision on Hughes Road (First Reading)
- I. Resolution No. 2024-436-R**: Approving a Sidewalk Easement and Maintenance Agreement with Tennessee Valley Communities, LLC, and the Heritage Hills Owners Association, Inc.
- J. Proposed Ordinance No. 2024-440**: Vacation of a utility and drainage easement located within 102 Stillmeadow Drive, Lot 20 of Hilltop Ridge Subdivision, Phase 2 (First Reading)

**POLICE**

- A. Resolution No. 2024-421-R**: Acceptance of the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Award Number 15PBJA-24-GG-04583-JAGX in the amount of \$17,457 from the Department of Justice to acquire another police canine

13. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

14. ADJOURNMENT

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

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



**MINUTES NO. 2024-12-WS  
PUBLIC WORK SESSION OF THE CITY COUNCIL  
OF THE CITY OF MADISON, ALABAMA  
December 4, 2024**

The Madison City Council met for a public work session on Wednesday, December 4, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:03 p.m. by Council President John Seifert.

**The following elected 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	Absent
Council District No. 4 Greg Shaw	Absent
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 Attorney Megan Zingarelli, City Clerk-Treasurer Lisa Thomas, Executive Assistant Myranda Staples, Municipal Records Coordinator Lori Spalding, Information Technology Director Chris White, Information Technology Support Specialist Garrett Gilliott, Police Chief Johnny Gandy, Parks and Recreation Director Kory Alfred, City Engineer Michael Johnson, and Director of Development Services Mary Beth Broeren.

**Comprehensive Plan**

Director of Development Services Mary Beth Broeren reviewed the 2025 Comprehensive Plan. Alison Monk from Orion Planning and Design was on the phone to assist with questions.

The Process

- The initial public outreach began in early 2022
- An Open House was held with an interactive mapping exercise
- Initiated an Advisory Committee consisting of 19 Members
- A report called Madison in the Moment was developed and released in July 2022

Madison on Track

- Chapter 1 – Introduction
  - Explanation of what the comprehensive plan is
  - Alabama statutes and process of adoptions
  - How to navigate the plan

- Chapter 2 – Madison’s Past
  - An overview of how Madison as a community came to be
  - Relationship to the City of Huntsville, Madison, and Limestone Counties
- Chapter 3 – Madison’s Present
  - Evolution of the Community Profile drafted in 2022
  - Existing context, character and land use within Madison
  - Environmental conditions, current demographics, housing and market conditions
- Chapter 4 – A Community’s Vision
  - Explanation and detail about the public process and outreach undertaken in the development of the plan
  - Summarizes feedback received and how it was used to inform the plan
  - Establishes vision statement and planning principles
- Chapter 5 – Our Future, Our Choice
  - An evaluation of past and current trends that have impacted growth in Madison
  - An assessment of future trends that could have an impact on the trajectory of the community
  - Introduction of growth scenarios
- Chapter 6 – Continuing Community: Madison Placetypes
  - Creation of land use classifications called “placetypes”
  - Application to existing conditions within Madison
  - Creation of future placetype map directing growth potential based on character, capacity, and demand
  - Emphasis on key development areas evolved from 2010 plan
- Chapter 7 - Expanding Potential: Fiscal Resilience
  - Assesses the fiscal implications of the preferred growth scenario
  - Current levels of service delivery, inflation, revenue structure
  - Confirms that the moderate growth scenario for Madison is fiscally positive
- Chapter 8 - Connecting Place: Madison’s Mobility Network
  - Travel demand modeling process
  - Existing and future level of service projections
  - Project recommendations
  - Connectivity priorities for all transportation modes
- Chapter 9 – Retaining Place: Madison’s Parks, Recreation, and Open Space
  - Establish park types in Madison
  - Inventory of existing recreation facilities and programs
  - Assessment of needs based on growth and demand
- Chapter 10 – Staying on Track: Madison’s Path to Success
  - Implementation priorities to execute the plan’s vision

- Goal statements relate back established community principles
- Timeframes for completion, responsibility center, measure of progress

#### Next Steps

- November 22, 2024, through January 24, 2025 – Public comment period on comprehensive plan draft
- December 4, 2024 – City Council Work Session
- January 6, 2025 – Public Open House
- February 20, 2025 – Planning Commission meeting to consider plan adoption
- March 2025 – City Council meeting for plan acknowledgement

A copy of the comprehensive plan can be found on the City's website under the Planning category.

#### **ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 7:16 p.m.

Minutes No. 2024-12-WS, dated December 4<sup>th</sup>, 2024, read, approved and adopted this 30<sup>th</sup> day of December 2024.

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

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

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

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

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

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

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

Concur:

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

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

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





**MINUTES NO. 2024-23-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
DECEMBER 09, 2024**

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

Pastor Huey Hudson from The Restoration Church provided the invocation followed by the Pledge of Allegiance led by President John Seifert.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Municipal Records Coordinator Lori Spaulding, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Deputy Fire Chief Brandy Williams, Economic External Affairs Officer Traci Gillespie, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Jonathan Pierce, Christina Hearne, David Bier, John Cole, Margi Daily, Jean Ann Benefield, Kenneth Jackson, Jennifer Coe, John Howard, Ellen Litle, Jeff Little, Clarise Johnson, Brian Allbec, Benjamin Wander

**AMENDMENTS TO AGENDA**

None

**APPROVAL OF MINUTES**

**MINUTES NO. 2024-11-WS DATED NOVEMBER 20, 2024**

Council Member Shaw moved to approve Minutes No. 2024-11-WS. Council Member Bartlett seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**MINUTES NO. 2024-22-RG DATED NOVEMBER 25, 2024**

Council Member Shaw moved to approve Minutes No. 2024-22-RG. Council Member Bartlett seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**FALL 2024 CIVIC AWARENESS ACADEMY GRADUATION**

Economic and External Affairs Officer Traci Gillespie presented the second graduating inaugural class with their certificates of completion  
The Fall 2024 Civic Awareness Academy Graduates were:

**Fall 2024:**

Sandy Allbee	Ellen Little
Brandon Allen	Jeff Little
David Bier	Sue Mahdi
Brandon Bishop	Alfred Modrall
Cheryl Boles	Katie Moore
Michael Byrnes	Megan Nivens-Tannett
Cesar Castillo	Bebe Oetjen
Erin Coggins	Jonathan Pierce
John Cole	Dave Pscheid
Melanie Cole	Kristy Poole
Emily Davis	Debbie Sippel
Robert Houseman	Yvette Torbert
John Howard	Mike Van Rassen

Kenneth Jackson	Benjamin Wander
Ryan Leonard	Sharon Weaver

### **MADISON VISIONARY PARTNERS UPDATE BY EXECUTIVE DIRECTOR CHRISTINA HEARNE**

Christina Hearne, the new executive director, reported on the projects of Madison Visionary Partners and their future plans.

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

### **BEBE OETJEN (DISTRICT 5) HEATHERWOOD SUBDIVISION**

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

- Ceramic class heating issues and concerns
- New Community Center facility concerns

### **JONATHAN PIERCE (DISTRICT 3)**

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

- Civic Awareness Training appreciation
- Shared personal experience with Public Works on remarkable completion of project
- Also expressed his appreciation with City Council and City Employees

### **JACQUELINE PETERS (DISTRICT 6)**

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

- Main Street America objections

### **MARGI DALY (DISTRICT 6)**

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

- Wellstone appropriation objection
- MVP appropriation objection
- Resolution No. 2024-415-R-objection

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

General Operating account	\$2,085,841.28
ADEM Storm Drainage	\$875.00
½ Cent Capital Replacement	\$23,336.20
Gasoline Tax & Petroleum Inspection fees	\$13,071.29
Library Building Fund	\$17,790.11
Water Distribution and Storage	\$343,118.75

Regular and periodic bills to be paid

Resolution No. 2024-376-R: Approving an annual appropriation agreement with the Convention and Visitors Bureau for FY 25 (\$55,000 to be paid from General Operating account)

Resolution No. 2024-377-R: Approving an annual appropriation agreement with Wellstone, Inc. for FY 25 (\$45,000 to be paid from General Operating account)

Resolution No. 2024-378-R: Approving an annual appropriation agreement with the Land Trust of North Alabama for FY 25 (\$12,000 to be paid from General Operating account)

Resolution No. 2024-379-R: Approving an annual appropriation agreement with KTECH for FY 25 (\$5,000 to be paid from General Operating account)

Resolution No. 2024-380-R: Approving an annual appropriation agreement with the Madison Visionary Partners for FY 25 (\$55,000 to be paid from General Operating account)

Resolution No. 2024-388-R: Declaring duty weapon and badge issued to Officer Charles Spence as surplus and authorizing they be given to him upon retirement

Resolution No. 2024-416-R: Authorizing the execution and submission of a grant application with FEMA for the purchase of radios (Federal share \$361,870.74, with a 10% cost share to be paid from Fire Department budget)

Resolution No. 2024-417-R: Authorizing the termination of agreement for promotional process consulting services with PAS Consulting Group for the Madison Fire & Rescue Department

Resolution No. 2024-418-R: Ratification of contractor agreement with Commercial Landscape Service, Inc., for irrigation system installation at the Monarch Butterfly Garden at Dublin Park (\$5,800 to be paid from Council Special Projects Budget via Resolution No. 2024-386-R)

Authorization for the Engineering Department to solicit bids for the construction of Segers Road and Macelle Road extension project

Authorization for the Engineering Department to solicit bids for the construction of Mill Road sidewalk extension from Withers Junction to Bradford Creek Trailhead (Project No. 23-014)

Acceptance of donation from St. John The Baptist Catholic Church to be used for operating costs of the Safe Haven Baby Box (\$8,651 to be deposited into Fire Department Donation account)

Acceptance of a donation from PropertyRoom.com (\$1,580.59 to be deposited into Madison Police Department Donation account)

Acceptance of donation from S. Erhard (\$50 to be deposited into Senior Center Donation account)

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

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

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

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

- Shared the date of the upcoming Christmas parade on December 14<sup>th</sup> at 7 p.m.

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Shared the date of the upcoming Council meeting scheduled for December 30<sup>th</sup>
- Wished everyone a Merry Christmas and Happy Holidays

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

Absent

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

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

Absent

**COUNCIL DISTRICT NO. 4 GREG SHAW**

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

No new business

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

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

No new business

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Shout-out to everyone that worked on the Christmas tree lighting event
- Chicken Capers event scheduled for Saturday Dec. 14<sup>th</sup>
- Shared updated information for Madison Visionary Partners
- Shared with concerned citizens the information on putting together a petition for street lighting
- Wished everyone a Merry Christmas

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

**RESOLUTION NO. 2024-412-R: AUTHORIZING THE PUBLISHING OF THE DECEMBER 4, 2024, CITY COUNCIL WORK SESSION**

Council Member Wroblewski moved to approve Resolution No. 2024-412-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	Absent
Council Member Teddy Powell	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

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

- Shout-out to Debbie Overcash for the Christmas tree lighting event
- Thanked citizens for volunteering for the Civic Awareness Training
- Wished everyone a Merry Christmas

**BOARD/COMMITTEE APPOINTMENTS**

**REAPPOINTMENT OF MR. DENNIS VAUGHN TO MADISON STATION HISTORIC PRESERVATION COMMISSION, PLACE NO. 2 FOR TERM OCTOBER 28, 2024 TO OCTOBER 27, 2027**

Council Member Wroblewski moved to re-appoint Dennis Vaughn to Place 2. There being no further nominations, Mr. Dennis was appointed by acclamation.

**REAPPOINTMENT OF MRS. OPIE BALCH TO MADISON STATION HISTORIC PRESERVATION COMMISSION, PLACE NO. 1 FOR TERM OCTOBER 28, 2024 TO OCTOBER 27, 2027**

Council Member Wroblewski moved to re-appoint Opie Balch to Place 1. There being no further nominations, Mr. Balch was appointed by acclamation.

**PUBLIC HEARINGS**

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

None

**DEPARTMENTAL REPORTS**

**ENGINEERING**

**RESOLUTION NO. 2024-411-R: AUTHORIZING A COMMERCIAL AID TO CONSTRUCTION AGREEMENT WITH HUNTSVILLE UTILITIES FOR THE RELOCATION OF POWER LINES ON PROJECT 23-011 | BALCH & GOOCH**

**INTERSECTION ROUNDABOUT (NOT TO EXCEED \$7,749 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Shaw moved to approve Resolution No. 2024-411-R. Council Member Wroblewski seconded. Council President Seifert asked for clarification. City Engineer Michael Johnson reiterated that this resolution is for power relocation. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-419-R: AUTHORIZING ACQUISITION OF RIGHTS OF WAY FOR GOOCH ROAD INTERSECTION IMPROVEMENTS PROJECTS (\$80,000 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Shaw moved to approve Resolution No. 2024-419-R. Council Member Wroblewski seconded. Council Member Denzine asked for clarification on the number of parcels being discussed to move the right of way. City Engineer Michael Johnson shared that there are four parcels. He clarified that two are residential, one is a business, and one is an acquirement of easement. Council Member Denzine asked if appraisals were done for the total cost that is being stated or an estimation. City Engineer Michael Johnson stated that the appraisals have been done and the amount exceeds the appraisal. The vote was taken and recorded as follows:

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

Motion carried.

**PLANNING**

**RESOLUTION NO. 2024-391-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2024-392; ZONING CERTAIN PROPERTY OWNED BY CLINT AND BRITTANY COGGIN CONSISTING OF 0.73 ACRES LOCATED AT 145 FIRESTONE DRIVE, SOUTH OF U.S. HIGHWAY 72 W AND EAST OF RAINBOW DRIVE, TO R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST PUBLICATION 12/18/2024, SYNOPSIS 12/25/2024, PUBLIC HEARING 1/13/2025)**



Council Member Shaw moved to approve Resolution No. 2024-391-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2025-001: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY CLINT AND BRITTANY COGGIN LOCATED AT 145 FIRESTONE DRIVE (FIRST READING)**

This is a first reading only

**RESOLUTION NO. 2024-393-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2024-394; ZONING CERTAIN PROPERTY OWNED BY SHERRY PRICE CONSISTING OF 0.79 ACRES LOCATED AT 174 FIRESTONE DRIVE, SOUTH OF U.S. HIGHWAY 72 W AND EAST OF RAINBOW DRIVE, TO R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST PUBLICATION 12/18/2024, SYNOPSIS 12/25/2024, PUBLIC HEARING 1/13/2025)**

Council Member Shaw moved to approve Resolution No. 2024-393-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2025-002: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY SHERRY PRICE LOCATED AT 174 FIRESTONE DRIVE (FIRST READING)**

This is a first reading only

**RECREATION**

**RESOLUTION NO. 2024-415-R: APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GTEC, LLC, FOR GEOTECHNICAL ENGINEERING SERVICES FOR SOCCER FIELD LIGHTING PROJECT (NOT TO EXCEED \$15,940 TO BE PAID FOR FROM RECREATION DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2024-415-R. Council Member Shaw seconded. President Seifert asked if there is a demand for soccer field lighting after dark. Director of Parks & Recreation Kory Alfred shared that there is a large request and needed year around for various outdoor sports. 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	Absent
Council Member Teddy Powell	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

None

**ADJOURNMENT**

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

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

Motion carried.

The meeting was adjourned at 6:49 p.m.

Minutes No. 2024-23-RG, dated December 09<sup>th</sup>, 2024, read, approved and adopted this 30<sup>th</sup> day of December 2024.

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

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

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

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

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

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

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

Concur:

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

Attest:

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

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

**RESOLUTION NO. 2021-268-R**

**A RESOLUTION AUTHORIZING A POLICY FOR  
PUBLIC PARTICIPATION  
DURING CITY COUNCIL MEETINGS**

**WHEREAS**, the City Council of the City of Madison is empowered to receive public comments during City Council meetings, and it welcomes input from members of the community so that elected officials and City staff can more effectively govern and serve Madison residents; and

**WHEREAS**, the City Council may adopt reasonable time, place, and manner parameters for receiving public comments; and

**WHEREAS**, the City Council has studied best practices and legal guidelines pertaining to receiving public comments, preparing minutes, and running efficient meetings according to rules of parliamentary procedure; and

**WHEREAS**, the City Council has determined that updating its policy pertaining to receiving public comments will enable the City Council to conduct business more efficiently during meetings, provide ample opportunity for residents to weigh in on matters of public concern within and outside of City Council meetings, and enhance security for residents attending the meeting and the City's computer networks;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council adopts the following policy for hearing and receiving public comments, conducting public hearings, and providing for recording during City Council meetings:

**PUBLIC PARTICIPATION POLICY**

**Public Comments Section of the Agenda:**

- Speakers who would like to address general City business and agenda items must speak during the Public Comments portion of the meeting.
- During the Public Comments portion of the agenda, all speakers will have a maximum of three minutes to address the City Council.
- No speakers will be allowed to speak more than once during Public Comments or give their surplus time to other speakers.
- Before or during the Council meeting, speakers must sign up for Public Comments via the City's automated SMS system or by filling out a card available from the City Clerk. The Council President will call speakers in the order that they sign up via the automated form or card.
- Speakers signing up for Public Comments prior to the City Council meeting are encouraged to provide additional information about the topic to be discussed. Doing so will allow City Staff to research the issue and potentially provide a resolution or more information by the time of the meeting.

### **Public Hearings Section of the Agenda:**

- Speakers and public hearing applicants who would like to address agenda items listed under the Public Hearings section of the agenda must reserve their comments for the public hearing. Before or during the Council meeting, speakers must sign up for the public hearing at which they would like to address Council via the City's automated SMS system or by filling out a card available from the City Clerk.
- During the Public Hearings section of the agenda, the Council President will call speakers in the following order, and speakers will observe the following time limits:
  - 1. Project initiator, applicant, owner or agent of business or property that is the subject of the hearing (15 minutes).
  - 2. Residents within the noticed area of the subject property (5 minutes).
  - 3. All other members of the public (5 minutes).
- No speaker may speak more than once during a public hearing or give surplus time to other speakers.
- The Council President has the discretion to allow rebuttals during public hearings or to allow speakers to talk more than once if new information has been presented to the City Council.
- The Council President may limit comments that are repetitious or irrelevant to the subject of the public hearing.

### **General Rules:**

- Each speaker must state his or her name and City Council district, street, or neighborhood prior to presenting comments.
- Speakers must provide their name, address, telephone number, and e-mail address on the City's SMS sign-up system or card so that City staff or council members may follow up with them. The City will not disclose speakers' personal contact information.
- Speakers shall address their remarks to the City Council President.
- Speakers who are part of a group with the same position on a matter are encouraged to select one representative to present their views to the City Council (ex: HOA members with a position on rezoning may consolidate their comments and present them through a representative of the organization.).
- Speakers who would like to present a power point or other digital media must e-mail their presentations to the City Clerk and IT department by 5:00p.m. on the Friday preceding the City Council meeting. Electronic files brought to the City Council meeting at the time of the meeting will not be loaded for use, and the City will not plug in outside computers, players, or presentation devices into its network.
- If someone cannot attend a meeting or public hearing, the City Council will accept e-mails, letters, or phone calls. Written correspondence must be submitted to the City Clerk's office by noon on the day of the Council meeting. City Council members welcome and will read written correspondence pertaining to agenda items prior to the Council meeting, but they are not required or expected to read correspondence out loud and verbatim during the meeting. Written correspondence for public comments will not be a part of the City's minutes, but written correspondence that is germane to the subject of public hearings will be summarized in the minutes.
- Individuals wishing to video or audio record the Council meeting must adhere to the following procedures so that the City can notify people attending the meeting,


particularly minors, that they may be recorded:

- Anyone planning to record all or a substantial portion of the public comments, public hearings, or the business portions of the meeting must place recording equipment (e.g., cameras, phones, tripods, etc.) in an area designated by the City Council President.
- When the Council meeting begins, the Council President will announce to those attending that the City and others are recording the meeting.
- Video and audio recordings must be performed in such a way that they do not disrupt or interfere with the Council's operation of the meeting or others who are attending the meeting.
- Arrangements for placing special microphones or lighting equipment must be coordinated with City staff prior to the start of the meeting.
- Individuals who would like to request reasonable accommodations pursuant to the Americans with Disabilities Act may direct their requests to the City's ADA Coordinator.
- City Council members will not engage in dialogue or Q&A with speakers, but they will forward all questions to City staff for a response within a reasonable timeframe during or after the meeting. Any document requests must be submitted to the City Clerk's office.
- The City Council will not comment on pending claims or lawsuits. The City takes allegations of misconduct seriously, and any such concerns should be reported to the Mayor or City Attorney's office so that City staff can address concerns through proper procedural channels, protect the legal and privacy interests of involved parties, and provide consistency in review and resolution of claims or disputes.
- Disruptive behavior including the use of profanity, threats, or vulgar or threatening gestures are not proper for City Council meetings or correspondence to City Council. Speakers who are disruptive may be removed from the City Council chambers.

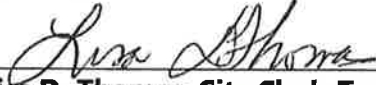
**BE IT FURTHER RESOLVED** that the City Clerk shall provide copies of this policy to Madison residents upon request, shall publish the policy on the City website, and shall provide current contact information for the appropriate City officials described in this Resolution;

**BE IT FURTHER RESOLVED** that each and every provision of this Resolution is hereby declared to be an independent provision, and the holding of any provision hereof to be void or invalid for any reason shall not affect any other provision hereof.

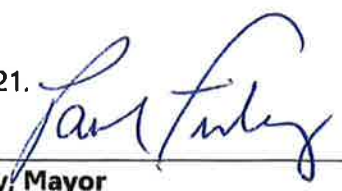
**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13<sup>th</sup> day of September, 2021.

  
\_\_\_\_\_  
**Greg Shaw, City Council President**  
City of Madison, Alabama

**ATTEST:**

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

APPROVED this 15<sup>th</sup> day of September, 2021.



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

**RESOLUTION NO. 2024-381-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH COMMUNITY FREE DENTAL CLINIC FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Community Free Dental Clinic for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **two thousand five hundred dollars (\$2,500.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 30<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*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 December 2024.

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



STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **COMMUNITY FREE DENTAL CLINIC** (hereinafter “**CFDC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

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

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

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

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

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

**COMMUNITY FREE DENTAL CLINIC**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

## EXHIBIT A

The Community Free Dental Clinic (CFDC) is pleased to partner with the City of Madison and intends to use the FY25 funding by providing:



All funds will be used to help with the cost of providing free dental care to the working poor of Madison County.

Each year the clinic spends around \$20,000.00 on dental supplies these supplies include:

Gloves, Masks, PPEs, gowns, face shields

Chair covering, suction tips, saliva ejectors

Dental fillings and operative care materials

Surgical tools such as forceps, elevators

Hand pieces with bur attachments

Numbing agents Septocaine, Lidocaine Mepivacaine, plus needle gauge

Prophy angles, prophy paste, toothbrushes, fluoride, toothpaste

Gauze, sutures, dry sockets paste, patient napkins, disposable infection control materials

Many more items are needed to provide care for patients this is just a summary of common dental supplies.

All supplies are purchased to treat infected teeth or provide preventive care to Madison County adults residents living at or below poverty level with no dental insurance.

For the year 2025 the clinic estimates it will treat over 4,500 patients many of them having multiple teeth treated at each appointment.

**RESOLUTION NO. 2024-382-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH GETTING REAL ABOUT MENTAL ILLNESS FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Getting Real About Mental Illness for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **two thousand five hundred dollars (\$2,500.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 30<sup>th</sup> day of December 2024.

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

**ATTEST:**

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

**APPROVED** this 30<sup>th</sup> day of December 2024.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between **GETTING REAL ABOUT MENTAL ILLNESS** (hereinafter “**GRAMI**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

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

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

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

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





**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

**EXHIBIT A**

Getting Real About Mental Illness (GRAMI) is pleased to partner with the City of Madison and intends to use the FY25 funding by providing:

Registration and Travel Cost for a Law Enforcement Officer to attend the International CIT Convention to experience and return with best practices in CIT Training. It also will fund:

Any First Responder who has suffered trauma in the city of Madison to include:

- Madison City Fire Department
- Madison City Police
- Madison Police Dispatch
- Huntsville Emergency Medical Services (HEMSI)

This funding will allow our First Responders to seek a private, fully licensed therapist with no financial cost to the First Responder to include co-pays.

In addition, GRAMI will continue to develop marketing materials and provide seminars to local health and wellness, civic groups and community leadership to educate and de-stigmatize mental illness

RESOLUTION NO. 2024-383-R

**A RESOLUTION TO APPROVE AN AGREEMENT WITH HEALTH ESTABLISHMENTS AT LOCAL SCHOOLS FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Health Establishments At Local Schools for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **five thousand dollars (\$5,000.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 30<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*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 December 2024.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **HEALTH ESTABLISHMENTS AT LOCAL SCHOOLS** (hereinafter “HEALS”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

**WITNESSETH:**

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that HEALS shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to HEALS the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. HEALS pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HEALS agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by HEALS.

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



**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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



## **EXHIBIT A**

HEALS, INC., in support of National Children's Dental Month, and Madison City Schools will provide dental screenings for upcoming pre-K, Kindergarten, and as needed other students in Madison City.

The dental screenings will be conducted by a Board Certified DDM and two licensed Dental Hygienists. They will take place over a three- to five-day period and be hosted out of the Rainbow, Midtown, Mill Creek and Horizon Elementary Schools.

In a period of three to five days, we can screen approximately 1,350 students. As screenings are conducted and any issues identified – cavities, tooth repair, etc. we will work with families to refer students to one of existing HEALS clinics at Martin Luther King Jr. Elementary, Madison Crossroads Elementary or Sonny Hereford Elementary.

Every student seen will receive a toothbrush and toothpaste and receive a visit from our very own tooth fairy!

**RESOLUTION NO. 2024-384-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON COUNTY HEALTH DEPARTMENT FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison County Health Department for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **thirty thousand dollars (\$30,000.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 30<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*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 December 2024.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

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

**WITNESSETH:**

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

**WHEREAS**, MCHD will provide essential public health services to the City of Madison which further the stated objectives of the parties.

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

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

debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MCHD, nor shall MCHD at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

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

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

**MADISON COUNTY HEALTH DEPARTMENT**

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

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

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

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

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

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

**Exhibit A**

To: Mayor Paul Finley  
Members, Madison City Council  
100 Hughes Road  
Madison, AL 35758

From: Michael Glenn, MSN, RN  
Assistant Administrator Madison County Health Department

RE: Funding the Health Department for Fiscal Year 2025

The Madison County Health Department (MCHD) sincerely appreciates the opportunity to work with the Mayor and City Council of Madison, Alabama, and the department is proud to provide regulatory, medical and preventive services to the residents of the city. For the fiscal year, the department anticipates level funding from its other sources, with modest personnel cost increases of approximately 4%. The appropriation from the city of Madison is essential to maintaining these protective activities.

**Clinical Services provided to citizens of the city of Madison**

Please see the attached sheet which lists in detail the clinical services provided by MCHD. This information is collected by ZIP Code for all programs where that data is known, to specifically enumerate the citizens of the city of Madison who received services from the department.

**Environmental Services within the city of Madison**

Food service – permitting and inspections, complaint investigations and sample collection as needed

Lodging facilities – permits and inspections, complaint investigations (13 permits, leading to a minimum of one inspection per facility per year)

Solid waste enforcement – investigation of trash complaints, abatement of illegal dumping including building materials, dumpster maintenance, some hoarding problems

Tattoos and body art – permitting and inspections (7 permits leading to 14 inspections at minimum)

Septic tanks – mainly repairs for existing systems

Animal bite investigations and confinement orders – as needed

General complaints of a sanitation nature

The support received from the city of Madison is essential to MCHD for the provision of our services. Your assistance is greatly appreciated and the department stands ready to assist in any way possible.

**Clinical services provided to citizens of the city of Madison**

<b>Code</b>	<b>Name of Service</b>	<b>Visits by report</b>	<b>Comments</b>
AH	Adult Health	6	This service code includes a catch-all of miscellaneous and intervention services provided by the health department. Most are related to community disease testing and/or follow-up such as tuberculin skin testing. Others include pregnancy test and follow-up (including prophylaxis) for disease entities such as hepatitis or <i>Salmonella</i> .
CD	Cancer Detection	20	This service offers breast and cervical cancer screening to women who do not have third party access and yet do not qualify for women's health care services under federal Family Planning regulations.
DCS	STD Services	395	This is an infectious disease control program and offers visits for interview, testing and treatment for STD to include cases, suspects, contacts and concerned individuals.
DCT	Tuberculosis	141	This program provides identification, testing (including induced sputums, x-ray), medication, and follow-up of patients, suspects, and contacts of tuberculosis. Directly observed therapy is a daily to tri-weekly medication regimen employed in all active tuberculosis patients/suspects for a minimum period of 6-9 months.



FP	Family Planning	488	This program provides voluntary family planning services to anyone seeking this care. With availability of a Nurse Practitioner working under medical preceptorship and guidelines, a full range of contraceptive choices are provided. This program supports not only personal choice of child bearing, but additionally serves as a venue for reduction of teenage pregnancy; avoiding medical consequences of unwanted pregnancy; allays economic impact to individuals and community by avoidance of unintentional pregnancies. These visits may include initial, supply revisit, problem revisit (usually Pap or breast anomaly), or annual classification. Some include limited primary care such as UTI, or other symptomology as can be related back to family planning and are within the scope allowed for the NP.
IMM	Immunizations	302	This program supports all necessary and school-required immunization for disease prevention and health promotion. Both adult and childhood immunizations are provided through this program.
WIC	Women, Infant, and Children Program	2101	This federal nutrition program provides nutritional assessment, nutritional education, and supplemental foods to qualifying prenatal and post-partum women; and children birth to 5 years of age. A primary goal is to maximize healthy growth and development of young children - thus promote their maximum capability for education and life potential. In addition to the direct services provided to the recipients, over \$2 million in food instrument vouchers were issued in Madison County last year; cashed in this county; and thus went back into Madison's economy.
	<b>TOTAL</b>	<b>3,453</b>	

**RESOLUTION NO. 2024-385-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH LIBERTY LEARNING FOUNDATION FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Liberty Learning Foundation for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **seven thousand five hundred dollars (\$7,500.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 30<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*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 December 2024.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **Liberty Learning Foundation** (hereinafter “**LLF**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

**WHEREAS**, LLF will provide essential services to the City of Madison which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that LLF shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to LLF the sum of seven thousand five hundred dollars and no cents (\$7,500.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. LLF pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, LLF agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by LLF.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by LLF regardless of the purpose for which the debt

or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of LLF, nor shall LLF at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

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



**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

## Exhibit A

The Liberty Learning Foundation provides the Hands on Liberty and Super Citizen Programs to 2<sup>nd</sup> and 5<sup>th</sup> grade students in Madison City Schools.

- Columbia Elementary School
- Heritage Elementary School
- Horizon Elementary School
- Madison Elementary School
- Mill Creek Elementary School
- Rainbow Elementary School
- Midtown Elementary School

Funding from the City of Madison will be used to help provide the Super Citizen Teaching Resource Kits to approximately all participating elementary teachers. These resource kits include:

- Consumables for 25 students per classroom:
  - Student Workbooks
  - Statue of Liberty Crowns
  - Statue of Liberty Fun Facts
  - American Flags
  - Graduation Certificate
  - T-shirts
- Teacher support
  - Statue of Liberty Replica – Visual aid
  - Books that support, highlight and enrich the 10 lessons
  - Teacher Resource (binder with detailed curriculum & background information)
  - Program Resource DVD with video lessons
  - Full Online Access (established during COVID to provide easy access to teachers and parents)

Thank you for your support. Together we are improving Child, Community and Country.



**RESOLUTION NO. 2024-432-R**

**ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 062976 FOR DAMAGE TO POLICE VEHICLE**

**WHEREAS**, on November 13, 2024, at 12:50 a.m., which loss upon the best knowledge and belief of insured was caused by an auto collision.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted an insurance payment to the City of Madison in the amount of \$4,440.90, with a deductible of \$1,000.00.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Madison accepts the final settlement offer from the Alabama Municipal Insurance Corporation in the amount of \$4,440.90, with a deductible of \$1,000.00, for the property loss associated with the incident. This payment represents the full and final settlement of the claim, which is now considered closed. The City Clerk-Treasurer is hereby authorized to execute any necessary documents to formalize acceptance of the settlement.

**READ, PASSED, AND ADOPTED** this 30th day of December 2024

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_day December 2024

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



SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281262
POLICY NUMBER
October 1, 2024
EFFECTIVE DATE

\$1,000.00
DEDUCTIBLE
Mike Gardner
AGENT

062976JW
ADJUSTER FILE NUMBER
062976JW
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

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

Table with 4 columns: YEAR, MAKE, MODEL, VEHICLE ID NO. Row 1: 2021, Ford, Explorer, 1FM5K8ABMGA64244

DATE OF LOSS CAUSE: A loss occurred on the 13th day of November, 2024, about the hour of 12:50 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by an auto 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) THE ACTUAL LOSS AND DAMAGE to above described automobile was \$4,440.90
DEDUCTIBLE AMOUNT 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 .... \$3,440.90

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: 12-2-2024

SIGNATURE [Handwritten Signature]

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

Subscribed and sworn to before me this 2 day of December, 2024

[Handwritten Signature]
NOTARY PUBLIC
Circular Notary Seal: Kerri Sulyma, COMM EXP 11/29/2026, ALABAMA STATE AT LARGE

**RESOLUTION NO. 2024-434-R**

**ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 062917 FOR DAMAGE TO POLICE VEHICLE**

**WHEREAS**, on November 02, 2024, at 07:20 a.m., which loss upon the best knowledge and belief of insured was caused by a deer striking passenger side of patrol unit.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted an insurance payment to the City of Madison in the amount of \$6,650.47, with a deductible of \$1,000.00.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Madison accepts the final settlement offer from the Alabama Municipal Insurance Corporation in the amount of \$6,650.47, with a deductible of \$1,000, for the property loss associated with the incident. This payment represents the full and final settlement of the claim, which is now considered closed. The City Clerk-Treasurer is hereby authorized to execute any necessary documents to formalize acceptance of the settlement.

**READ, PASSED, AND ADOPTED** this 30th day of December 2024

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day December 2024

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

### SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281262  
POLICY NUMBER  
October 1, 2024  
EFFECTIVE DATE

\$1,000.00  
DEDUCTIBLE  
Mike Gardner  
AGENT

062917JW  
ADJUSTER FILE NUMBER  
062917JW  
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.
2014	Dodge	Charger	2C3CDXAG0EH333232

**DATE OF LOSS CAUSE**

A loss occurred on the 2ND day of November, 2024, about the hour of 7:20 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by deer striking passenger side of patrol unit.

**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)**

The actual cash value of above described automobile at the time of said loss .....

**WHOLE LOSS DEDUCTIBLE AMOUNT**

THE ACTUAL LOSS AND DAMAGE to above described automobile was ..... \$6,650.47  
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 .... \$5,650.47

**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: 11/15/2024

[Signature]  
SIGNATURE

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

Subscribed and sworn to before me this 15<sup>th</sup> day of November

[Signature]  
NOTARY PUBLIC



**RESOLUTION NO. 2024-435-R**

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

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

<b>QUANTITY</b>	<b>DESCRIPTION</b>
1	Large Commercial Dryer - Huesbsch Originators
1	Large Commercial Washer – Speed Queen
2	Large Commercial Washer - Milnor
2	Large Commercial Dryer - Electrolux

;and

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

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

**READ, APPROVED, and ADOPTED** this 30<sup>th</sup> day of December 2024.

\_\_\_\_\_  
**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 December, 2024.

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

**RESOLUTION NO. 2024-437-R**

**A RESOLUTION ACCEPTING SOFTWARE LICENSE SUBSCRIPTION RENEWAL  
WITH SHI INTERNATIONAL CORPORATION**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement to renew the annual software license subscription services with SHI International Corporation, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as **Pricing Proposal, Quotation No. 25614197**. 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 SHI International Corporation 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 30<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*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 \_\_\_\_\_ 202\_\_

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



Pricing Proposal  
Quotation #: 25614197  
Reference #: MPSA# 0005318712  
Created On: 12/6/2024  
Valid Until: 12/31/2024

### AL-City of Madison

### Microsoft Inside Account Manager - Public Sector

#### Chris White

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

#### Mike Fair

290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 732-652-3067  
Fax:  
Email: mike\_fair@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Exchange Online Plan 1GCC Per User Microsoft - Part#: AAA-11624 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> MPSA 0005318712 - Renewal	365	\$42.02	\$15,337.30
2 M365 Apps for enterprise GCC Per User Microsoft - Part#: AAA-11674 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> MPSA 0005318712 - Renewal	385	\$126.07	\$48,536.95
3 Office 365 E1 GCC Per User Microsoft - Part#: AAA-11646 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 1/1/2025 – 12/31/2025 <b>Note:</b> MPSA 0005318712 - Renewal	50	\$105.06	\$5,253.00
		Subtotal	\$69,127.25
		Total	\$69,127.25

#### Additional Comments

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

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under

*that applicable line item.*

**RESOLUTION NO. 2024-443-R**

**A RESOLUTION AUTHORIZING A PROPERTY USE AGREEMENT WITH SUMITOMO RUBBER USA FOR MADISON POLICE DEPARTMENT EMERGENCY DRIVER TRAINING**

**WHEREAS**, the City of Madison Police Department requires the use of a test course for emergency vehicle operations driver training, and Sumitomo Rubber USA, LLC, (d/b/a Dunlop Tire) has offered the use of its test-driving course to the Department at no charge.

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a property use agreement with Sumitomo Rubber USA, LLC, for the use of its tire test facility; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 30th day of December 2024.

\_\_\_\_\_  
*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 December 2024.

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





December 16, 2024

Madison City Police Department  
100 Hughes Road  
Madison, Alabama 35758

Dear Chief Gandy:

This letter agreement (this “**Agreement**”) is entered into and effective January 1, 2025 (the “**Effective Date**”) and sets forth the terms and conditions whereby Sumitomo Rubber USA, LLC (“**SRUSA**”) grants permission for the Madison Police Department (the “**Department**”) to use its tire test course and facility for driving practice.

**1. PROPERTY USE**

- 1.1 SRUSA’s tire test facility is located at 3255 Wall Triana Hwy SW, Huntsville, Alabama 35824 (the “**Facility**”)
- 1.2 SRUSA agrees to rent its Facility to the Department on “Open” or non-scheduled tire test days, from 8 am to 4 pm, CST (the “**Rental Period**”). SRUSA reserves the right to cancel due to last minute or urgent tire test needs. The parties agree to cooperate on scheduling, and SRUSA will call or provide e-mail notice to Department’s designated representative as soon as reasonably possible if it intends to reschedule Department activities.
- 1.3 During the Rental Period, the Department shall be the only party renting and using the Facility. The Facility shall be closed to the general public, and SRUSA shall only allow Facility employees access to the Facility during the Rental Period.

**2. FEE**

- 2.1 SRUSA agrees to allow The Department access to its Facility during the rental period at no charge to The Department, subject to the terms of this Agreement.

**3. PROPERTY DAMAGE**

The Department shall be responsible for any and all damage to the premises (including without limitation any resources, facilities, premises, or property of SRUSA or the premises) caused by the Department’s activities. Upon such occurrence, SRUSA shall provide written notice to the Department of such damage and proof that the Department’s activities caused the damage, as well as estimated costs associated with repair. Subject to applicable law, the parties will cooperate on repairs and

PO Box 1109, Buffalo, NY 14240-1109  
10 Sheridan Drive, Tonawanda, NY 14150  
716-879-8200

reimbursements. If SRUSA completes contracting repair work, then it will invoice the Department for such amount and provide contractor invoices to verify the amounts spent. The Department shall either pay or contest such amount within thirty (30) days receipt of such invoice.

No physical alteration to the premises (including without limitation installation or modification of new or existing structures, alteration of any trees or other plants, and disturbance of any ground surface or cover) may be made without SRUSA's prior written consent.

**4. RELATIONSHIP OF THE PARTIES**

This Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between SRUSA and the Department for any purpose. The Department has no authority (and shall not hold itself out as having authority) to bind the SRUSA, and the Department shall not make any agreements or representations on SRUSA's behalf without the SRUSA's prior written consent.

**5. CONFIDENTIALITY**

5.1 The Department, on behalf of its employees, representatives, agents, successors and assigns, acknowledges that it may have access to information that is treated as confidential and proprietary by SRUSA, including, without limitation, testing activities, and any trade secrets, technology, information pertaining to business operations and strategies, and the tire testing, pricing, and marketing, marketing, finances, sourcing, personnel or operations of SRUSA, its affiliates or their suppliers or subcontractors, in each case whether spoken, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Department agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of SRUSA in each instance, and not to use any Confidential Information for any purpose. The Department shall notify SRUSA immediately in the event it becomes aware of any loss or disclosure of any Confidential Information.

5.2 Confidential Information shall not include information that:

- (a) is or becomes generally available to the public other than through the Department's breach of this Agreement;

Page 3 of 6  
Madison City Police Department  
December 16, 2024

- (b) is communicated to the Department by a third party that had no confidentiality obligations with respect to such information; or
- (c) is required to be disclosed by law, including without limitation, pursuant to the terms of a court order; provided that the Department has given SRUSA prior notice of such disclosure and an opportunity to contest such disclosure.

5.3 The Department is prohibited from taking pictures or video of SRUSA's property or activities during the Rental Period.

## 6. REPRESENTATIONS AND WARRANTIES

6.1 SRUSA represents and warrants to the Department that:

- (a) SRUSA has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of SRUSA's obligations in this Agreement;
- (b) SRUSA's entry into this Agreement with the Department does not and will not conflict with or result in any breach or default under any other agreement to which SRUSA may be subject;
- (c) SRUSA shall perform under this Agreement in compliance with all applicable federal, state, and local laws and regulations.

6.2 The Department hereby represents and warrants to SRUSA that:

- (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative, whose signature is set forth at the end hereof, has been duly authorized by all necessary corporate action.

## 7. INDEMNIFICATION

7.1 To the extent allowed by law, the Department shall indemnify and hold harmless the SRUSA and its affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

Page 4 of 6  
Madison City Police Department  
December 16, 2024

- (a) bodily injury or death of any person or damage to real or tangible, personal property resulting from the Department's wilful, wanton, or negligent acts or omissions; and
- (b) The Department's breach of any representation, warranty, or obligation under this Agreement.

**8. TERM & TERMINATION**

- 8.1 The term of this Agreement shall commence on the Effective Date and shall continue through and until 11:59 p.m. EST on December 31, 2025, unless and until earlier terminated as provided hereunder.
- 8.2 Either party may terminate this Agreement at any time without cause, but in the event of termination shall provide the other party a thirty (30) day notice prior to termination.

**9. ASSIGNMENT**

The Department shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the SRUSA's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. SRUSA may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

**10. MISCELLANEOUS**

- 10.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if the party giving the Notice has complied with the requirements of this Section.
- 10.2 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and

Page 5 of 6  
Madison City Police Department  
December 16, 2024

supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

- 10.3 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- 10.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Madison County, Alabama, in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.
- 10.5 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10.6 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

SIGNATURE PAGE TO FOLLOW

Page 6 of 6  
Madison City Police Department  
December 16, 2024

Very truly yours,

SUMITOMO RUBBER USA, LLC

By: David Johansen 12/16/2024  
Name: David Johansen  
Title: Vice President, Technical

ACCEPTED AND AGREED:

CITY OF MADISON

By: .....  
Name: Paul Finley  
Title: Mayor

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

**RESOLUTION NO. 2024-413-R**

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2  
TO AGREEMENT WITH MILLER & MILLER, INC.**

**WHEREAS** the City Council authorized an agreement with Miller & Miller, Inc. (herein "Miller & Miller") on June 24, 2024, by Resolution 2024-189-R, for Bid No. 2024-008-ITB | Mill Road Ditch Improvement Project (herein "the Project"); and

**WHEREAS**, Miller & Miller has submitted Change Order No. 2 to the City for modifications to the base bid for the Project in an amount not to exceed three hundred forty-five thousand seven hundred and eleven dollars and no cents (\$345,711.00), and it has requested an additional 30 calendar days be added to the construction schedule; and

**WHEREAS**, the City Engineer, in requesting the Change Order, has provided Council with a signed statement indicating the need and justification for the proposed addition to price and extension of contract completion time;

**NOW BE IT HERBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council finds that the justifications set forth establish that proposed Change Order No. 2 is appropriate; 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 to execute any and all documentation necessary to enforce and comply with the terms of Change Order No. 2; and

**BE IT FURTHER RESOLVED** that the original contract between the City and Contractor is hereby amended to authorize the work described in the proposed Change Order No. 2, and that all other actions taken prior to the date of this resolution are ratified, and the provisions of the original contract remain unchanged.

**READ, PASSED, AND ADOPTED** this 30th day of December 2024.

\_\_\_\_\_  
*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 \_\_\_\_\_ 202\_\_.

---

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



*City of Madison, Alabama*  
*Legal Department—Competitive Purchasing Division*  
**INVITATION TO BID**  
**#2024-008-ITB | Mill Road Ditch Improvements**  
*Issued May 22, 2024*

**AMENDMENT TO AGREEMENT**

This Amendment to the Agreement dated July 8, 2024 (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as the “City,” and **Miller & Miller, Inc.**, located at 2106 Miller Ferry Way, SW, Huntsville, Alabama 35801, hereinafter referred to as the “Contractor.”

**RECITALS:**

**WHEREAS**, by virtue of passage of Resolution Number 2024-189-R, the City Council of the City of Madison awarded the Bid for the Mill Road Ditch Improvements project (the “Project”) in the amount of **two million two hundred one thousand seven hundred sixty-one dollars (\$2,201,761.00)**; and

**WHEREAS**, on July 8, 2024, the parties entered into an Agreement for the Project (the “Agreement”) pursuant to such award; and

**WHEREAS**, Article I, Section A of said Agreement outlined the services to be provided by Contractor and specified that all services shall be done in accordance with the Invitation to Bid; and

**WHEREAS**, the Agreement allows for amendments and change orders to the original contract as stated in Article II, Section G; and

**WHEREAS**, the City Engineer has recommended certain modifications to the contract, which are described in the Change Order attached hereto as Attachment A; and

**WHEREAS**, the City Engineer, in requesting the Change Order, has provided a signed statement explaining the need and justification for the additional work attached hereto as Attachment B; and

**WHEREAS**, the contemplated addition to the Agreement was not foreseen when the plans and specifications were prepared and does exceed ten percent (10%) of the Contract price, but extraordinary circumstances as certified by the City Engineer provide justification for this change order; and

**WHEREAS**, the City Council has approved of this Amendment via Resolution No. 2024-413-R; and

**WHEREAS**, the City and Contractor mutually desire to amend the Agreement as described above, pursuant to Article II, Section G of the Agreement;

**NOW, THEREFORE**, in consideration of the foregoing premises and the parties' respective agreements, promises, representations, and warranties contained herein, City and Contractor agree as follows:

**A. Amendment to Agreement:**

1. Article II, Section A is hereby amended as follows:

A. **Contract Price.** The City will pay, and the Contractor will accept in full consideration for the performance of the Project, payment in accordance with the unit prices set forth in Contractor's accepted Bid, the total amount of compensation subject to additions and deductions as provided in this Agreement not to exceed two million five hundred forty-seven thousand four hundred seventy-two dollars and zero cents (\$2,547,472.00).

2. Change Order No. 2, is hereby incorporated into the Agreement as an Addendum, and the total contract time is hereby extended by 30 calendar days to a total of 300 calendar days.

**B. Remainder.**

Unless specifically amended in Section A., all other provisions, attachments, content, language, recitals, covenants, promises, guarantees, and commitments contained in, referenced in, or incorporated into the original Agreement remain valid and in full force and effect.

**C. Effective Date.**

The foregoing amendments shall be effective as of the date of final execution by the parties.

**IN WITNESS WHEREOF**, City and Contractor have caused this Amendment to the Agreement to be executed in their respective names by their duly authorized officers on the dates set forth below, the latter of which is hereby deemed to be the effective date of this Amendment.

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

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

Attest: \_\_\_\_\_  
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 \_\_\_\_\_ 202\_\_

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

**MILLER & MILLER, INC.**

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

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

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

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

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of **Miller & Miller, Inc.**, is signed to the foregoing instrument, and who is/was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 202\_

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

*City of Madison, Alabama*  
*Legal Department—Competitive Purchasing Division*  
**INVITATION TO BID**  
**#2024-008-ITB | Mill Road Ditch Improvements**  
*Issued May 22, 2024*

**STATEMENT OF SUPPORT FOR CHANGE ORDER NO. 2**

**The following is offered in support of Contract Change Order No. 2 to Bid Number 2024-008-ITB as it was awarded to Miller & Miller, Inc. on June 24, 2024, by Resolution 2024-189-R:**

1. The requested change order will result in an increase to the awarded Contract Sum, as well as an additional thirty (30) days to the contract time. Change Order No. 2 includes the following modifications to the Base Bid:
  - a. Additional Phase I traffic shift to south
  - b. Temporary realignment of Mill Road (suitable for roadway traffic)
  - c. Retaining Wall Re-Alignment for flood control
  - d. Additional excavation, backfill, and Mill Road repair
  - e. Maintained access to properties on south side of Mill Road
  - f. Modification of Propex Pyramat 75 to Propex Armormat 75 (Percussion Anchors)
  - g. Additional costs due to seasonal construction timeframe
  - h. Additional material and labor escalation costs for project delay
  - i. Phase III Road Closure for Retaining Wall Construction (STA 11+00 – STA 12+86)
  
2. The requested change order has been instituted by the undersigned for the following reasons:
  - The original contract documents provided insufficient quantities for the construction of a suitable Temporary Re-Alignment of Mill Road.
  - Additive Alternate No. 1 needs to be removed from the scope of work.
  - The Engineering Department agrees with the contractor's request for an extra 30 days to complete the contract.
  
3. Implementation of this change order will not exceed three hundred forty-five thousand seven hundred and eleven dollars (\$345,711) above the originally awarded contract amount. This change order amounts to a 15.7% increase in the contract price. However, extraordinary circumstances justify this change order. When the project was bid and awarded, the City anticipated that it would be able to close the road for one year and to complete the project during the dry summer season instead of the wet winter season. However, after contract award, the City discovered that the duration of the planned road closure was too disruptive for community and school traffic, and the Engineering Department needed to find a solution to shorten the road closure timeframe and to secure safer access for property owners located south of the project area, while at the same time completing the project in time to avoid failure of the road and ditch. Furthermore, labor and material costs have increased due to delays of the project start date. It makes fiscal and administrative sense to make these modifications via change order rather than through competitive bidding.
  
4. I have reviewed the pricing submitted by the Contractor and found it to be reasonable, fair, and equitable and recommend approval of the same.

  
 Michael Johnson, City Engineer

Date: 12/24/2024

Witness:





**Miller & Miller, Inc.**

2106 Miller Ferry Way, Huntsville, AL 35801  
 (256) 882-6200 FAX (256) 882-2864

December 13, 2024

City of Madison  
 100 Hughes Road  
 Madison, AL 35758

Attn: Kyle Macomber

Re: Change Order No 2 Pricing & Contract Time  
 Mill Road Drainage Improvements  
 Project # 22-024, City of Madison

Dear Mr. Macomber:

We are providing Change Order No 2 pricing in review of Plan Revision #5 Dated 11/26/2024. The original contract documents provided insufficient quantities for the construction of a suitable Temporary Re-Alignment of Mill Road. In general, our revised pricing accounts for modifications as listed below to the Base Bid & Alt 1 Contract Documents:

- Additional Phase I Traffic Shift to South
- Temporary Re-alignment of Mill Road (Suitable for Roadway Traffic)
- Retaining Wall Re-Alignment for Flood Control
  - o Additional excavation, backfill, and Mill Road repair
- Maintained access to properties on Southside of Mill Road
- Modification of Propex Pyramat 75 to Propex Armormat 75 (Percussion Anchors)
- Additional costs due to seasonal construction timeframe.
- Additional material and labor escalation costs for project delay.
- Phase III Road Closure for Retaining Wall Construction (STA 11+00 - STA 12+86)

Additionally, in review of the delays and plan changes resulting from our RFI submitted on July 12, 2024, we would like to request the Contract Time (270 Calendar Days) be modified. Due to the uncertainty of the upcoming seasonal weather, we would like to request the contract time be extended to 300 Calendar Days (Base Bid) and 365 Calendar Days (Base + Alt). Alternate work items to be completed concurrent with Base Bid items of work. We anticipate a road closure for an approximate duration of 3 Months. Please forward Change Order No 2 pricing and our request for Contract Time modification on for review and appropriate approvals. If anything, further is required for this review please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Mullins', is written over a horizontal line.

Matt Mullins, P.E.

/e

Cc: File  
 Michelle Dunson (City of Madison) email

**Bidder Pricing Sheet Change Order #2****2024-008-ITB / Mill Road Ditch Project****Base Bid**

ITEM	SPEC	DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	QTY COST
1	201A-002	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$8000 PER ACRE) (APPROXIMATELY 1 ACRE)	LUMP SUM	1	\$ 8,000.00	\$ 8,000.00
2	206C-026	REMOVING TEMPORARY ASPHALT PAVEMENT	SQUARE YARD	1319	\$ 20.00	\$ 26,380.00
3	206D-001	REMOVING GUARDRAIL	LINEAR FOOT	1210	\$ 5.00	\$ 6,050.00
4	210A-000	UNCLASSIFIED EXCAVATION	CUBIC YARD	2781	\$ 32.00	\$ 88,992.00
5	210D-000	BORROW EXCAVATION	CUBIC YARD	615	\$ 87.00	\$ 53,505.00
6	305A-057	CRUSHED AGGREGATE, SECTION 825, FOR MISCELLANEOUS USE	CUBIC YARD	412	\$ 87.00	\$ 35,844.00
7	401A-000	BITUMINOUS TREATMENT A	SQUARE YARD	2462	\$ 1.52	\$ 3,742.24
8	405A-000	TACK COAT	GALLON	175	\$ 4.25	\$ 743.75
9	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	201	\$ 156.00	\$ 31,356.00
10	424B-651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	270	\$ 121.00	\$ 32,670.00
11	529A-010	RETAINING WALL & RECONSTRUCTION OF MILL ROAD** See Note 6	LUMP SUM	1	\$ 1,712,000.00	\$ 1,712,000.00
12	600A-000	MOBILIZATION	LUMP SUM	1	\$ 302,560.01	\$ 302,560.01
13	610D-003	FILTER BLANKET, GEOTEXTILE**See Note 4	SQUARE YARD	300	\$ 5.00	\$ 1,500.00
14	631F-000	STEEL BEAM GUARDRAIL, CLASS A, TYPE 1	LINEAR FOOT	1210	\$ 23.00	\$ 27,830.00
15	631G-008	GUARDRAIL END ANCHOR, TYPE 8 RELOCATED	EACH	6	\$ 4,100.00	\$ 24,600.00
16	641F-500	FIRE HYDRANT EXTENSION ** See Note 1	LINEAR FOOT	20	\$ 585.00	\$ 11,700.00
17	650A-000	TOPSOIL **See Note 2	CUBIC YARD	425	\$ 51.00	\$ 21,675.00
18	652A-111	SEEDING (Floodplain Mix)	ACRE	0.5	\$ 1,500.00	\$ 750.00
19	654A-000	SOLID SODDING **See Note 3	SQUARE YARD	685	\$ 16.00	\$ 10,960.00
20	656A-010	MULCHING **See Note 2	ACRE	0.5	\$ 1,550.00	\$ 775.00
21	665A-000	TEMPORARY SEEDING **See Note 2	ACRE	0.5	\$ 1,550.00	\$ 775.00
22	665I-000	TEMPORARY RIPRAP, CLASS 2 **See Note 4	TON	50	\$ 58.00	\$ 2,900.00
23	665N-000	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1 **See Note 5	TON	28	\$ 75.00	\$ 2,100.00
24	665P-005	INLET PROTECTION, STAGE 3 OR 4	EACH	3	\$ 510.00	\$ 1,530.00
25	665Q-002	WATTLE	LINEAR FOOT	1260	\$ 8.50	\$ 10,710.00
26	680A-001	GEOMETRIC CONTROLS	LUMP SUM	1	\$ 34,000.00	\$ 34,000.00
27	701C-001	SOLID TEMPORARY TRAFFIC STRIPE	MILE	1.9	\$ 1,600.00	\$ 3,040.00
28	701D-005	SOLID TRAFFIC STRIPE REMOVED	MILE	1.9	\$ 5,300.00	\$ 10,070.00
29	740B-000	CONSTRUCTION SIGNS	SQUARE FEET	618	\$ 7.00	\$ 4,326.00
30	740D-000	CHANNELIZING DRUMS	EACH	112	\$ 59.00	\$ 6,608.00
31	740f-002	BARRICADES, TYPE III	EACH	6	\$ 450.00	\$ 2,700.00
32	742A-002	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 1	EACH	2	\$ 5,040.00	\$ 10,080.00
33		ADEM PERMIT TRANSFER	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00
34		SEWER ENCASEMENT	LINEAR FOOT	20	\$ 1,100.00	\$ 22,000.00
35		CONTINGENCY	LS	1	\$ 25,000.00	\$ 25,000.00
					<b>TOTAL</b>	<b>\$ 2,547,472.00</b>

**Additive Alternate #1**

ITEM	SPEC	DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	QTY COST
1	210A-000	UNCLASSIFIED EXCAVATION	CUBIC YARD	650	\$ 70.00	\$ 45,500.00
2	214B-001	FOUNDATION BACKFILL, COMMERCIAL **See Note 7	CUBIC YARD	97	\$ 75.00	\$ 7,275.00
3	610D-003	FILTER BLANKET, GEOTEXTILE **See Note 7	SQUARE YARD	2990	\$ 59.00	\$ 176,410.00
4	650A-000	TOPSOIL **See Note 8	CUBIC YARD	290	\$ 125.00	\$ 36,250.00
5	652A-100	SEEDING ** See Note 9	ACRE	0.55	\$ 2,000.00	\$ 1,100.00
6	656A-010	MULCHING	ACRE	0.55	\$ 2,000.00	\$ 1,100.00
7	665A-000	TEMPORARY SEEDING	ACRE	0.55	\$ 2,000.00	\$ 1,100.00
8	680A-001	GEOMETRIC CONTROLS	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00
					<b>TOTAL</b>	<b>\$ 273,735.00</b>

**Base Bid + Additive Alternate #1****TOTAL \$ 2,821,207.00**

## NOTES:

- ITEM TO BE USED FOR FIRE HYDRANT RELOCATION. EXTENSION TO BE UP TO 5 LF PER HYDRANT
- INCLUDES AREAS FOR ROAD RELOCATION AND NORTH SIDE OF CREEK RESTORATION.
- INCLUDES AREAS FOR ROAD RELOCATION AND NORTH SIDE OF CREEK RESTORATION. ITEM INCLUDES WATERING SCHEDULE UNTIL SOD IS ESTABLISHED
- CONTINGENCY ITEM. REQUIRES APPROVAL PRIOR TO USE.
- INCLUDES CONSTRUCTION ENTRANCE AND EROSION CONTROL BLANKET
- INCLUDES ROADWAY RECONSTRUCTION, RESTRIPING, AND ANY PERMANENT SIGNS REQUIRED
- SEE SHEET C3.2 FOR HIGH PERFORMANCE TURF REINFORCEMENT MAT (HPTRM) PYRAMAT 75 INSTALLATION DETAIL
- INCLUDES 4" TOPSOIL FOR PYRAMAT.
- SEE SHEET C0.1 FOR SEEDING NOTES AND C3.0-3.1 FOR LOCATION. HYDROSEED TO BE USED AND PAID FOR AS A SUBSIDIARY OF PAY ITEM 652A-100.

**RESOLUTION NO. 2024-433-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC. FOR WET-WEATHER MONITORING**

**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 S&ME, Inc., for environmental consulting services related to wet-weather monitoring of the City of Madison’s Municipal Separate Storm Sewer System, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Environmental Consulting Services – FY2025 Wet-Weather Monitoring” 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 S&ME, 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 30th day of December 2024.

\_\_\_\_\_  
*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 December 2024.

\_\_\_\_\_  
*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 S&ME, Inc., located at 360D Quality Circle, NW, Suite 450, Huntsville, Alabama 35806, hereinafter referred to as "Consultant."

**WITNESS TO:**

**WHEREAS**, the City of Madison has sought professional environmental consulting services to be performed for wet-weather monitoring of the City of Madison’s Municipal Separate Storm Sewer System; 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 provider of the services required and is capable of providing the same in a professional, timely manner; and

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

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

**SECTION 1: SCOPE OF WORK**

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional environmental consulting services for wet-weather monitoring, said services to be administered according to Consultant’s proposal dated December 4, 2024 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the 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 **eighteen thousand forty dollars (\$18,040.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

### **SECTION 3: INDEMNIFICATION & INSURANCE**

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by 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, subcontractors and employees with per-project (general aggregate ) policy limits of two million dollars (\$2,000,000.00) for each occurrence and in the general aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of one million dollars (\$1,000,000.00) each accident combined single limit 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 include the City and its employees, subcontractors and servants as additional insureds in said policies except Workers Compensation and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, or omissions in its performance of professional services with policy limits of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate.

All insurance policies as required of the Consultant in this Agreement shall be written by a company or companies authorized 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 for reasons other than the non-payment of premium by the insurer until 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 affording additional insured coverage as required herein 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 Engineering Department  
100 Hughes Road  
Madison, Alabama 35758*

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

All notices to Consultant shall be addressed to:

*S&ME, Inc.  
360D Quality Circle NW, Suite 450  
Huntsville, AL 35806*

**SECTION 11: GOVERNING LAW**

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

**SECTION 12: MISCELLANEOUS PROVISIONS**

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

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

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

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

**Attest:**

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

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

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

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

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

**S&ME, Inc.  
Consultant**

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

Printed: \_\_\_\_\_

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

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

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

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ for S&ME, 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 \_\_\_\_\_, 2025.

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





December 4, 2024

City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Attention: Ms. Gina Romine, ADEM Compliance Administrator

Reference: **Environmental Consulting Services  
FY2025 Wet-Weather Monitoring**  
City of Madison Municipal Separate Storm Sewer System  
Madison, Madison County, Alabama  
NPDES Permit ALS000014  
S&ME Proposal No. 24820189

Dear Ms. Romine:

S&ME, Inc. is pleased to submit this proposal for environmental consulting services related to wet-weather monitoring for the City of Madison Municipal Separate Storm Sewer System (MS4). This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services.

### ◆ Project Information

The individual Phase II National Pollutant Discharge Elimination System (NPDES) Permit ALS000014 (Permit) for storm water discharges from the Madison MS4 was issued to the City of Madison with an effective date of November 1, 2020. NPDES Permit ALS000014 currently covers all urbanized areas within the corporate boundaries of the City of Madison.

The Madison MS4 indirectly discharges to three waterbody segments with approved Total Maximum Daily Loads (TMDLs) and one waterbody segment identified on the 2022 303(d) list, as shown in Table 1 below.

**Table 1 Portions of Impaired Watersheds within the MS4**

Watershed	Impaired Segment	Type	Pollutant	City Area in Watershed (mi <sup>2</sup> )
Indian Creek	AL06030002-0501-110	TMDL	Siltation	0.71
Indian Creek	AL06030002-0501-110	TMDL	CBOD <sub>u</sub> , NBOD	0.71
Indian Creek	AL06030002-0501-110	TMDL	Pathogens (E. coli)	0.71



Watershed	Impaired Segment	Type	Pollutant	City Area in Watershed (mi <sup>2</sup> )
Indian Creek	AL06030002-0505-102	TMDL	Pathogens (E. coli)	4.94
Limestone Creek	AL06030002-0703-102	TMDL	Siltation	1.44
Limestone Creek	AL06030002-0703-102	303(d)	Pathogens (E. coli)	1.44

Part III of the Permit requires that the permittee implement a monitoring program to address the identified impairments and the TMDLs. The Madison MS4 2023 Wet-Weather Monitoring Program was submitted to ADEM in May of 2023 and requires quarterly monitoring of six tributaries that discharge to the affected waterbodies. The collected monitoring data and an analysis of the data must be included in the Annual Reports, due to ADEM by January 31 each year.

S&ME understands the City of Madison is requesting that S&ME perform the required quarterly wet-weather monitoring during the 2025 fiscal year.

## ◆ Scope of Services

### Wet-Weather Monitoring

This proposal includes the following monitoring periods:

- Quarter 4 of 2024: October 2024 to December 2024
- Quarter 1 of 2025: January 2025 to March 2025
- Quarter 2 of 2025: April 2025 to June 2025
- Quarter 3 of 2025: July 2025 to September 2025

S&ME will conduct wet-weather monitoring once per quarter at the seven locations identified below. A map showing the proposed monitoring locations is included as Figure 1.

**Table 2 Monitoring Point Coordinates**

Sample ID	Latitude	Longitude	Location	Tributary
<b>Lower Indian Creek (AL06030002-0505-102)</b>				
1	34.699018°	-86.717555°	Shelton Rd, Shelton Park Apartments	IC-UT-2
2	34.699619°	-86.711449°	Morning Vista Drive, lift station	IC-UT-3
3	34.725752°	-86.706231°	Slaughter Rd, lift station	IC-UT-6/7
4	34.749573°	-86.714513°	Slaughter Rd, Mountain View	IC-UT-8



Sample ID	Latitude	Longitude	Location	Tributary
<b>Upper Indian Creek (AL06030002-0501-110)</b>				
5	34.755909°	-86.728246°	Hwy 72, Madison Golf Carts	IC-UT-1
<b>Limestone Creek (AL06030002-0703-102)</b>				
6	34.757978°	-86.746764°	Uptown Dr, lift station	KC-UT-2
7	34.749613°	-86.760797°	Brookridge Dr, south of Hwy 72	KC-UT-1

### Sample Collection

As required by the 2023 Wet-Weather Monitoring Program, wet-weather monitoring will be conducted within 48 hours of a qualifying rain event of at least 0.50 inch. A qualifying rain event will be determined based on rainfall data reported at a minimum of three locations across the Madison MS4. If a qualifying rain event is not observed during the quarter, S&ME will sample to determine dry weather concentrations for comparison to monitoring events conducted after a qualifying rain event.

The following observations will be documented in the field at each monitoring location:

- Monitoring point ID
- Date and time
- Person conducting the sampling
- Equipment used
- Depth of sample collection
- Weather conditions
- Waterbody conditions
- Field parameters (turbidity, pH, DO, temperature)

### Laboratory Analysis

The surface water samples collected for laboratory analysis will be placed in laboratory-supplied containers, labeled, placed in an insulated container with ice if appropriate, and transported to the analytical laboratory accompanied by completed chain-of-custody documentation. Samples collected will be analyzed for the following parameters:

- Total Suspended Solids (TSS)
- E. coli

In accordance with the 2023 Wet-Weather Monitoring Program, a minimum of one field duplicate will also be submitted to the laboratory.

### Monitoring Report

A report documenting the wet-weather monitoring event will be prepared each quarter upon completion of the fieldwork and laboratory analyses. Each quarterly report will include the sampling methods and locations, field



observations and measurements, the results of the laboratory analyses, and a discussion of the results. The quarterly reports will be submitted to the City for inclusion in the Annual Report submittal.

### ◆ Client Responsibilities

To perform the Scope of Services listed above, S&ME will require the following:

- Site access
- Notification of the public where necessary
- Vegetation clearing at the monitoring points

### ◆ Excluded Services

Without attempting to be a complete list or description, the following services are specifically excluded from this proposal:

- Assessment of compliance with regulations other than the NPDES Phase II Individual MS4 Permit
- Outfall inspections associated with Illicit Discharge Detection and Elimination efforts
- Storm sewer mapping and/or outfall identification
- Investigation of potential illicit discharges
- Corrective actions and/or enforcement measures
- Survey of existing storm water infrastructure or features other than outfalls
- Data entry into the City of Madison GIS

### ◆ Compensation

Based on the information provided to us and the activities as described under the Scope of Services outlined above, S&ME proposes the following lump-sum budgets:

**Table 1 FY2025 Lump Sum Fees**

Task	Unit Fee	Units	Total Annual Fee
Quarterly Monitoring (7 locations)	\$2,650	4	\$10,600
Quarterly Monitoring Report	\$1,860	4	\$7,440
<b>Total for FY2025</b>			<b>\$18,040</b>

Invoices will be prepared quarterly, following completion of the monitoring report for each event. The proposed budgets will not be exceeded without prior authorization from you. Any additional activities, required or requested, will be accomplished on a negotiated basis.



## ◆ Authorization

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign and return both copies to our office in the self-addressed stamped envelope. Upon receipt of the signed agreement, we will execute both copies, return one to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

## ◆ Closing

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the City of Madison and S&ME. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME.

S&ME appreciates the opportunity to offer our services to the City of Madison for this project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

**S&ME, Inc.**

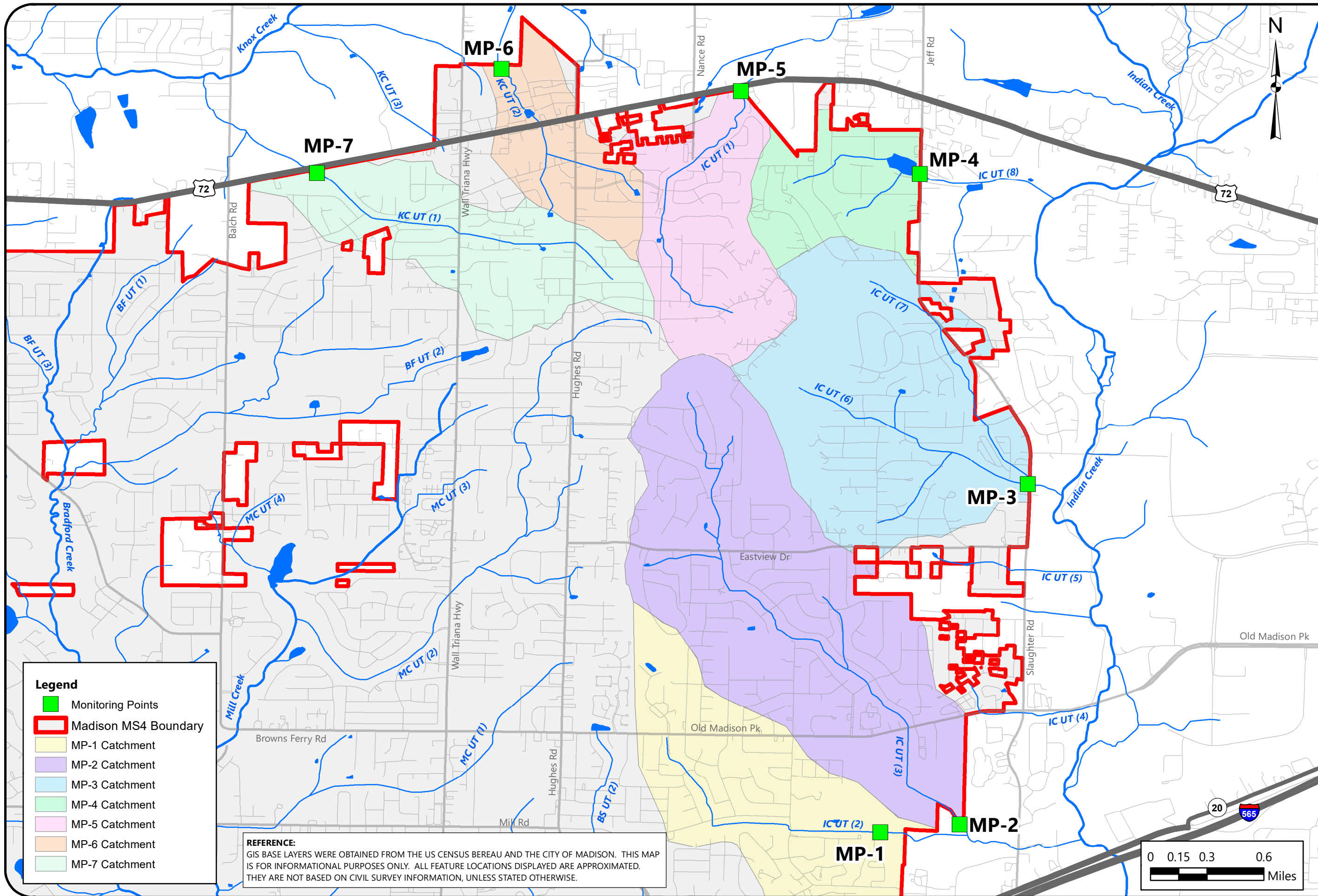
A handwritten signature in blue ink that reads "Sarah L. Yeldell".

Sarah L. Yeldell, P.E.  
 Project Engineer

A handwritten signature in blue ink that reads "Deborah J. Jones".

Deborah J. Jones, P.E.  
 Senior Engineer

Attachment: Figure 1 Monitoring Locations  
 Agreement for Services (AS-071)



**Legend**

- Monitoring Points
- Madison MS4 Boundary
- MP-1 Catchment
- MP-2 Catchment
- MP-3 Catchment
- MP-4 Catchment
- MP-5 Catchment
- MP-6 Catchment
- MP-7 Catchment

**REFERENCE:**  
 GIS BASE LAYERS WERE OBTAINED FROM THE US CENSUS BUREAU AND THE CITY OF MADISON. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.



**WET-WEATHER MONITORING POINTS**

CITY OF MADISON, ALABAMA MUNICIPAL SEPARATE STORM SEWER SYSTEM  
 NPDES PERMIT NO. ALS000014

SCALE:  
1:30,000

DATE:  
5/15/2023

PROJECT NUMBER  
23820121

FIGURE NO.

1



parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.



Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

- CLIENT Accounts Payable contact name:
- CLIENT Accounts Payable contact phone number:
- CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

- 6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.  
  
By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
- 8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
- 9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
  - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
  - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
  - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
  - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
  - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
  - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
  - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION:**

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

**CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: City of Madison \_\_\_\_\_

S&ME, Inc.

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name / Title)

\_\_\_\_\_  
(Print Name / Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

PROPOSAL NUMBER: 24820189 \_\_\_\_\_

**Client's FAXED or DIGITAL signature to be treated as original signature**

**RESOLUTION NO. 2024-439-R**

**A RESOLUTION AUTHORIZING CONTRACTOR AGREEMENT  
FOR STREET SWEEPING SERVICES  
WITH SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC**

**WHEREAS**, by virtue of passage of Resolution No. 2014-06-R, the City Council has authorized qualified purchasing through Sourcewell, formerly known as National Joint Powers Alliance (“NJPA”); and

**WHEREAS**, the Engineering Department has requested a Contractor’s Agreement for street sweeping services with Sweep America Intermediate Holdings, LLC, doing business as Sweeping Corporation of America, as described in the attached Proposal; and

**WHEREAS**, the Engineering Department has verified that these services are not available on any bid that has been awarded by the State of Alabama; and

**WHEREAS**, the Engineering Department has verified that Sweeping Corporation of America, is an authorized provider for said services and is a participating Sourcewell vendor pursuant to Contract No. 062421-SWP; and

**WHEREAS**, the Engineering Department has confirmed that Sweeping Corporation of America holds a valid Alabama business license.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, the above-mentioned purchase and payment therefor are hereby authorized pursuant to the terms of the attached Proposal, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

**READ, APPROVED, AND ADOPTED** this 30<sup>th</sup> day of December 2024.

**ATTEST:**

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

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

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

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*Paul Finley, Mayor*  
City of Madison, Alabama



TO: Gina Romine, ADEM Compliance Administrator, City of Madison AL  
FROM: Rich Janofsky, District Sales Manager - Sweeping Corp of America  
DATE: 11/26/2024  
SUBJECT: **Proposal – Annual Sweeping – City of Madison, AL**

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Dear Ms. Romine,

Thank you for allowing Sweeping Corporation of America, Inc. (SCA) the opportunity to address your sweeping needs. The following quotes targets your request using our Sourcwell Contract 062421-SWP. Per our contract the below quoted price is based on a 3% discount of the base rate of \$206.52 per curb mile.

- Annual Sweeping**

Description	Curb mi	Rate	Total
Madison, AL Residential	380	\$179.99	\$68,396.20
Madison, AL Thoroughfare	46	\$179.99	\$8,279.54
			\$76,675.74

Please do not hesitate to contact me at 856-371-5649 or [rjanofsky@sweepingcorp.com](mailto:rjanofsky@sweepingcorp.com) if you have any additional requirements, questions, comments, or concerns. This quote is valid 30 days from the date indicated above.

Thank you and Be Safe,

*Rich Janofsky*

Sincerely,  
Rich Janofsky  
District Sales Manager



**RESOLUTION NO. 2024-438-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES WITH STRUCTURE REMODELING, LLC**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with Structure Remodeling, LLC, for exterior repairs and roof replacement at the Farley-Wann House located at 225 Mill Road, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Structure Remodeling, LLC, in the amount(s) and manner authorized by the agreement 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 30<sup>th</sup> day of December 2024.

\_\_\_\_\_  
*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 \_\_\_\_\_ 202\_\_.

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

**CONTRACTOR AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of December 2024, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and Structure Remodeling, LLC, hereinafter referred to as the “Contractor”.

**WITNESSETH:**

1. **Scope of Work:** For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to perform exterior repairs and roof replacement on the Wann-Farley House located at 225 Mill Road, Madison, Alabama, as specified in Exhibit A (the “Work”) in accordance with the plans, specifications, and directions contained in the following exhibit, which is attached to this Agreement and incorporated into it by reference:

**Exhibit A.** Contractor’s proposal dated December 5, 2024

2. **Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **seventy-five thousand dollars and zero cents (\$75,000.00)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

3. **Additional Services:** Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. **NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.**

4. **Term of Agreement:** 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 Contractor’s fulfillment of the terms of the Scope of Work contained herein.

5. **Time of the Essence:** Time is of the essence in Contractor's performance of its work, and Contractor shall perform according to the schedule furnished by Owner. The schedule can be updated or revised by the Owner, and the Contractor shall perform accordingly. Should Contractor be delayed in its final completion through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

6. **Subcontractors:** Contractor shall promptly make payments to all persons supplying the Contractor with labor, tools, supplies, and equipment used or to be used in the prosecution of the work or in connection therewith. Any payments not so made by the Contractor when earned or due may be made by the Owner and the amounts thereof deducted from any moneys at any time earned or due the Contractor under this agreement. Furthermore, Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. Contractor hereby waives and releases any lien or right of lien it may assert against the improved property, the Owner or any contract funds as provided by law or in equity.

7. **Work Conditions:** All construction and work performed hereunder by Contractor and its employees, if any, shall be in strict accordance with the plans, specifications and directions furnished by the Owner. Contractor shall, at Contractor's expense, comply with the Owner's clean-up, operational, and other facility procedures and shall at all times keep the facility and premises free from debris and unsafe conditions resulting from the Contractor's Work. Contractor shall give adequate notices to any and all authorities pertaining to the Contractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Contractor's Work.

8. **Owner Suspension of Work:** Owner may expressly order the Contractor in writing to suspend, delay, interrupt, or terminate all or any part of the Contractor's work for such period of time as may be determined to be appropriate for the convenience of the Owner. In such event, Owner shall not be liable for unearned anticipated profit on the Contractor's work not performed as of the termination date, nor shall Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

9. **Compliance with Laws:** Contractor promises and agrees that it will be responsible for all workmen employed or engaged by it in the performance of this contract and that it will be responsible for complying with all Federal and State laws and regulations pertaining to the withholding of income taxes, Social Security, and unemployment compensation payments of its employees. Contractor warrants and agrees that it and its employees shall at all times observe and comply with all applicable laws and regulations of the United States and of any state, county, or city having jurisdiction of the place where any work hereunder is being done.

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. Contractor shall defend, indemnify and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the

Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor hereby represents, warrants and covenants to Owner as follows: Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

**10. Independent Contractor:** It is expressly agreed by and between the parties hereto that the Contractor is an independent contractor and said Contractor shall not be deemed or construed to be an employee or agent of Owner, or any of Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

**11. Insurance & Indemnification:** Contractor will furnish Owner a Certificate of Insurance naming Owner as an additional insured, as well as evidence of required general contractor licensing, all acceptable to Owner, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

**12. Termination:** If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by

the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

**13. Governing Law & Dispute Resolution:** The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement. All claims, disputes, and any other matters in question between Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided either by a court located in Madison County, Alabama, or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration proceeding shall be Madison County, Alabama. Any award rendered by the arbitrators shall be final, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof.

**14. Open Trade:** By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**15. Entire Agreement:** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. There shall be no modification of this Agreement, except in writing, signed by both parties, executed with the same formalities as with original instrument.

**16. Severability:** 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.

**17. Waiver:** 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.

**18. No Third-Party Beneficiaries:** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**19. Conflicts:** 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.

**20. Headings:** 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.

**21. Notices:**

All notices to the City shall be addressed as follows:  
*City of Madison Facilities & Grounds Department*  
*Attn: Director*  
*100 Hughes Road*  
*Madison, Alabama 35758*

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

All notices to Contractor shall be addressed as follows:  
*Structure Remodeling*  
*P.O. Box 4001*  
*Huntsville, Alabama 35815*

**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 \_\_\_\_\_, 202\_\_\_\_

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



**STRUCTURE REMODELING, LLC  
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 as \_\_\_\_\_ of Structure Remodeling, LLC, is signed to the foregoing instrument and who is, or was made, known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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



**BID-PROPOSAL****256.658.3559****STRUCTURE REMODELING****[www.StructureRemodeling.com](http://www.StructureRemodeling.com)**

**P.O. Box 4001  
Huntsville, Al 35815**

**Licensed/Insured  
General Contractor**

**Date: 12/5/2024**

**Client(s): City of Madison**

**Attn. Gerald Smith**

**Phone: 256-614-3608**

**Project Address: 225 Mill Road, Madison Al.  
Madison, Al.**

**EXTERIOR REPAIRS AND ROOF REPLACEMENT****MISCELLANEOUS**

- **Dumpster**
- **Portable commode**
- **Ground covering**
- **Protection of the “non work” areas**
- **Rental equipment**
- **Daily/final cleaning**

**CHIMNEY REPAIR/TUCK POINTING**

- **Tuck pointing of the brick façade on the roof top chimney’s (x3) as indicated prior to new roof installation (Note: match the existing mortar color as close as possible)**

**ROOFING AND ROOF RAFTERS**

- **Removal of the existing shingles, underlayment and flashing on the main 2 story structure and front covered porch of the home (note: Leave the existing shingles on the rear 1 story structure that will be demolished a later date)**
- **Removal of the roof sheathing as needed for repairs to the damaged roofing rafters**
- **Removal of the existing chimney caps**

- Installation of new roof support rafters (approx. 6 roof rafters) alongside the damaged materials (verify new rafters meet current building code)
- Installation of new roof sheathing as needed
- Installation of water/ice shield in all valley's
- Installation of new synthetic felt over the roof sheathing
- Installation of new vent pipe flanges in place of the existing
- Installation of new 3-tab shingles (GAF Autumn Brown) shingles on the entire 2<sup>nd</sup> story and front porch in place of the existing
- Installation of new ridge vent (approx. 75'-80' ln. ft.) as indicated on the provided plan with ridge cap
- Installation of new, flat metal roofing caps on the existing brick chimneys

#### **CORNICE REPLACEMENT (SOFFIT AND FASCIA BOARDS)**

- Removal of the existing fascia boards and vinyl soffit around the perimeter of the entire 2<sup>nd</sup> story and front porch (approx. 325' ln. ft.). NOTE: Field verification of the exposed t&g soffit and decorative overhang supports to ensure they are in proper condition
- Framing of new soffit blocks as needed to properly support the new soffit materials
- Installation of new AC plywood soffit, soffit vents and pine/spruce fascia board around the perimeter of the entire 2<sup>nd</sup> story and front porch as needed to replace the existing vinyl (note: leave the existing t&g soffit overhang in the gabled ends unless specified)

#### **PAINTING**

- Caulk and wood fill all cracks and nail holes
- Paint all new wood cornice (soffit/fascia) on the 2<sup>nd</sup> story and front porch, along with the existing gabled end overhangs with Sherwin Williams super paint (exterior) satin finish (2 coats)

**Removal of all debris from the property**  
**Materials and labor included unless otherwise specified**  
**Commercial and Residential General Contractor**

#### **TOTAL FOR LISTED ABOVE \$75,000.00**

#### **ITEMS NOT INCLUDED IN THE LISTED ABOVE**

1. Demolition, repair or replacement of any items on the single story structure on the rear of the building
2. Removal/replacement or repair of the vinyl siding on the entire structure (unless specifically noted above)
3. Removal, repair or replacement of brick/concrete steps, landing, porch columns, foundation and chimney's (below the roof line)
4. Repair/replacement of any unforeseen items found during demolition not listed above
5. Any work on the interior of the structure (with the exception of the listed roof rafter replacement)
6. Removal, repair or replacement and any exterior wall or foundation framing
7. Removal, repair or replacement and any window/door units

**NOTE:** This proposal may be withdrawn by us if not accepted within \_\_30\_\_ days

**RESOLUTION NO. 2024-423-R**

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

**Bernice Woods’s request to zone property located at 131 Forrest Drive, north of Forrest Drive, West of Nance Road to R-1A (Low Density Residential District) upon annexation, and**

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

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

**SECTION 1.** A public hearing will be held by the City Council on February 10, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

**SEE ATTACHMENT A**

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

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on the 30<sup>th</sup> day of December 2024.

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

**ATTEST:**

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

**City of Madison, Alabama**

Approved this 30<sup>th</sup> day of December 2024.

---

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

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on January 8, 2025

***Attachment A***

*Resolution 2024-423-R*

*Page 2 of 2*

**PROPOSED ORDINANCE NO. 2024-424**

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

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

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

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

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

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

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

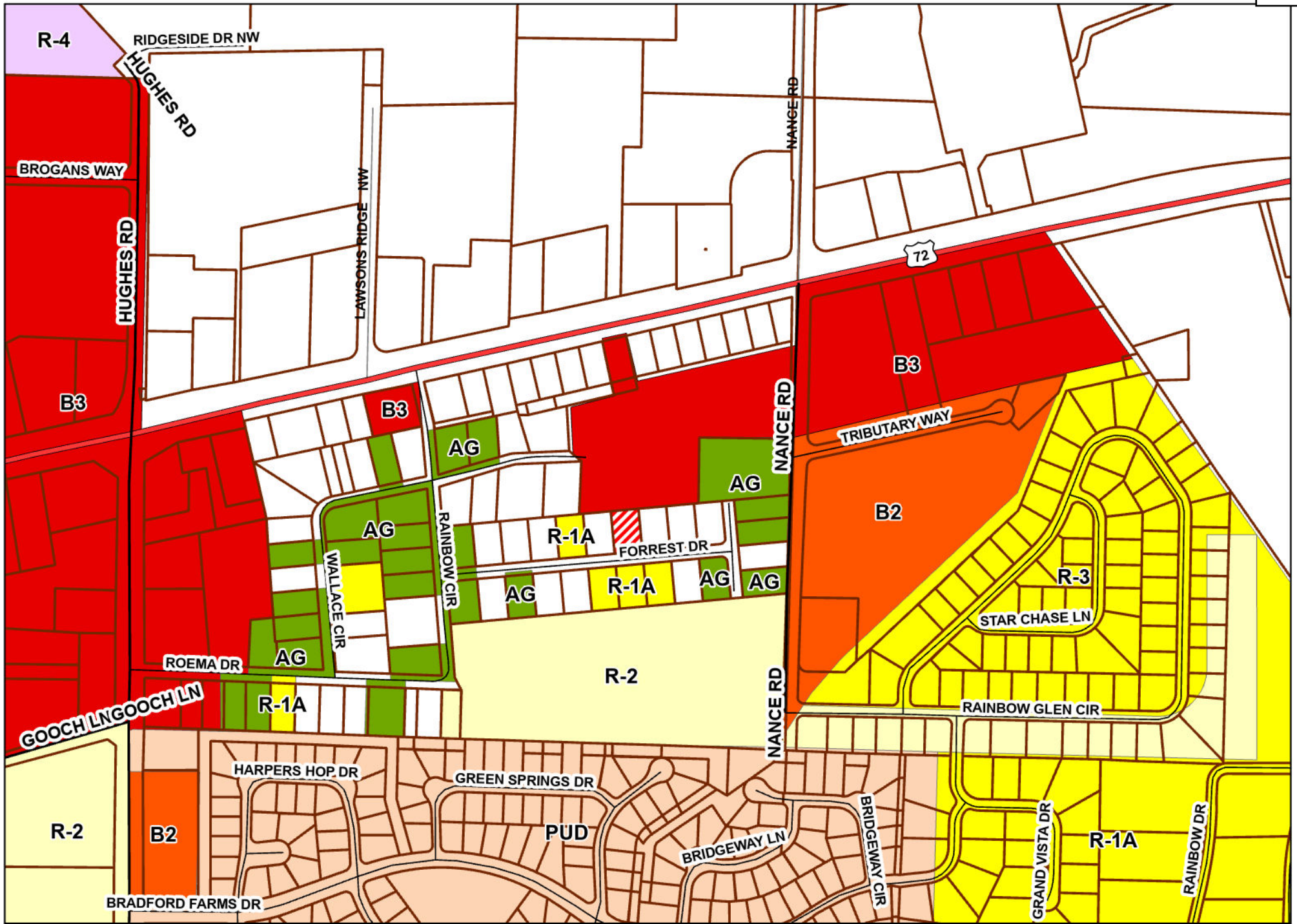
\_\_\_\_\_  
*John D. Seifert II, Council President*  
City of Madison, Alabama

**ATTEST:**

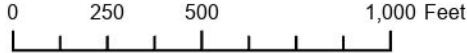
\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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



### Proposed R-1A - 131 Forrest Dr



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

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

**NOTICE IS HEREBY GIVEN** that, pursuant to a request duly submitted to the City of Madison by Bernice Woods, the City Council of the City of Madison, Alabama, will hold a public hearing on the 10<sup>th</sup> day of February, 2025, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

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

**Notice is hereby given** to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 8<sup>th</sup> day of January 2025.

**DATED** at Madison, Alabama, this 15<sup>th</sup> day of January 2025.

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



**ORDINANCE NO. 2024-422**

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

**WHEREAS**, on December 11, 2024, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

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

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

**131 FORREST DRIVE**

**LOT 7, BLOCK 1, RAINBOW SUBDIVISION, 2<sup>nd</sup> ADDITION, PLAT BOOK 6, PAGE 75**

**WHEREAS**, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of *Ala. Code* §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

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

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

*Ordinance No. 2024-422*

*Page 1 of 2*

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

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

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

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 5** to include the lands annexed hereby within said district.

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

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

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama on this the 10<sup>th</sup> day of February, 2025.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**RESOLUTION NO. 2024-426-R**

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

**Fortune Beard Arnold Graham & Arnold, LLP's request to zone property located at 7301 U.S. Highway 72, South of U.S. Highway 72, East of Rainbow Drive to B-3 (General Business District) upon annexation, and**

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

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

**SECTION 1.** A public hearing will be held by the City Council on February 10, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

**SEE ATTACHMENT A**

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

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on the 30<sup>th</sup> day of December 2024.

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

**ATTEST:**

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

*Resolution 2024-426-R*

*Page 1 of 2*

**City of Madison, Alabama**

Approved this 30<sup>th</sup> day of December 2024.

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

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the *Madison County Record* on January 8, 2025

*Attachment A*

**PROPOSED ORDINANCE NO. 2024-427**

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &  
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY  
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS B-3  
(GENERAL BUSINESS DISTRICT).**

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

**SECTION 1.** That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as B-3 (General Business District):

7301 U.S. HIGHWAY 72

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

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

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

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

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

*Ordinance No. 2024-427*

*Page 1 of 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 10<sup>th</sup> day of February, 2025.

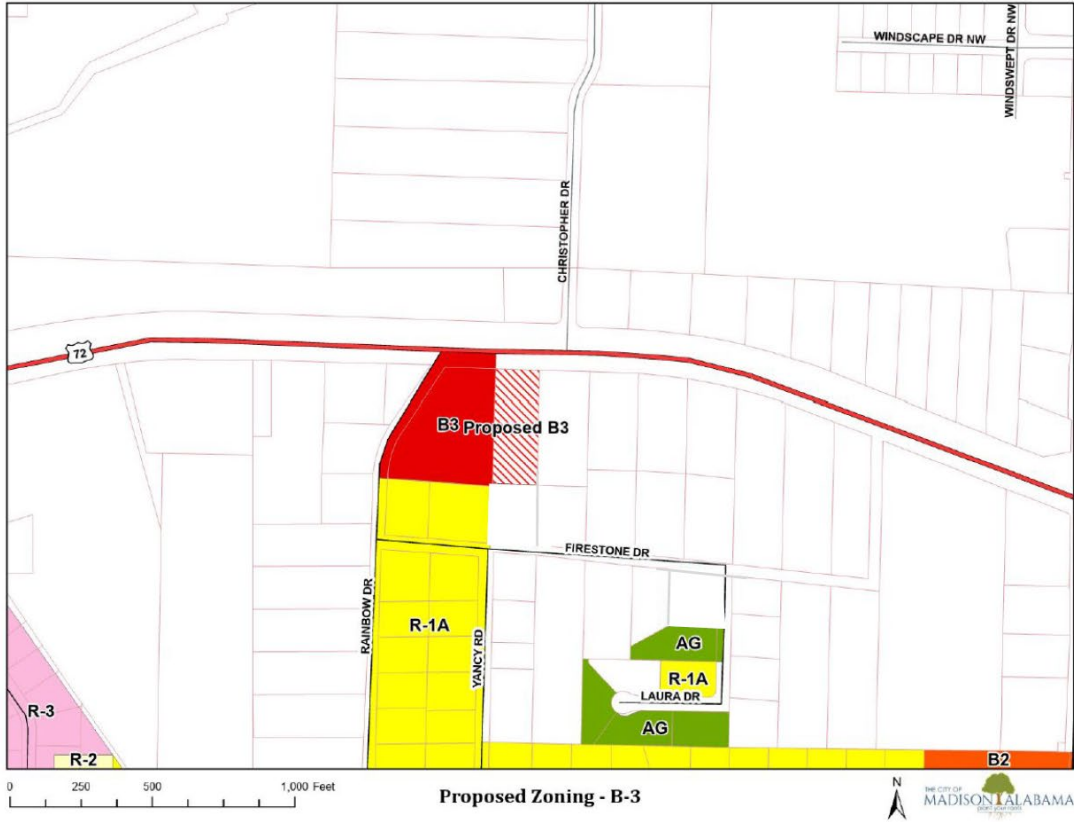
\_\_\_\_\_  
*John D. Seifert II, Council President*  
City of Madison, Alabama

**ATTEST:**

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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



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

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;  
 AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY  
 CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO B-3  
 (GENERAL BUSINESS DISTRICT).**

**NOTICE IS HEREBY GIVEN** that, pursuant to a request duly submitted to the City of Madison by Fortune Beard Arnold Graham & Arnold LLP's, the City Council of the City of Madison, Alabama, will hold a public hearing on the 10<sup>th</sup> day of February, 2025, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

7301 U.S. HIGHWAY 72

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

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

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

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

**Notice is hereby given** to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 8<sup>th</sup> day of January 2025.



**DATED** at Madison, Alabama, this 15<sup>th</sup> day of January 2025.

---

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

**ORDINANCE NO. 2024-425**

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

**WHEREAS**, on December 11, 2024, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

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

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

**7301 U.S. HIGHWAY 72**

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

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

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

*Ordinance No. 2024-425*

*Page 1 of 3*

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

**WHEREAS**, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of Ala. Code §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

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

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

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

**7301 U.S. HIGHWAY 72**

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

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

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

*Ordinance No. 2024-425*

*Page 2 of 3*

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

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

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 5** to include the lands annexed hereby within said district.

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

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

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama on this the 10<sup>th</sup> day of February, 2025.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**RESOLUTION NO. 2024-428-R**

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

**Diltina Development Corporation's request to rezone property located north of Huntsville Browns-Ferry Road, east of Oakland Church from AG (Agriculture District) to RC-2 (Residential Cluster District No. 2), and**

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

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

**SECTION 1.** A public hearing will be held by the City Council on February 10, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

**SEE ATTACHMENT A**

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

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on the 30<sup>th</sup> day of December 2024.

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

**ATTEST:**

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

Approved this 30<sup>th</sup> day of December 2024.

---

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

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on January 8, 2025

***Attachment A***

*Resolution No. 2024-428-R*

*Page 2 of 2*

**PROPOSED ORDINANCE NO. 2024-429**

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

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

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

STATE OF ALABAMA  
LIMESTONE COUNTY

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

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

Said parcel contains 37.718 acres (1,643,010 square feet) more or less.

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

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

*Proposed Ordinance No. 2024-429*

*Page 1 of 2*

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

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

**ATTEST:**

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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



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

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

**NOTICE IS HEREBY GIVEN** that, pursuant to a request duly submitted to the City of Madison by Diltina Development Corporation, the City Council of the City of Madison, Alabama, will hold a public hearing on the 10<sup>th</sup> day of February, 2025, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

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

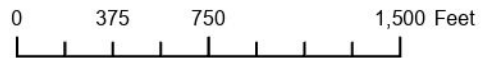
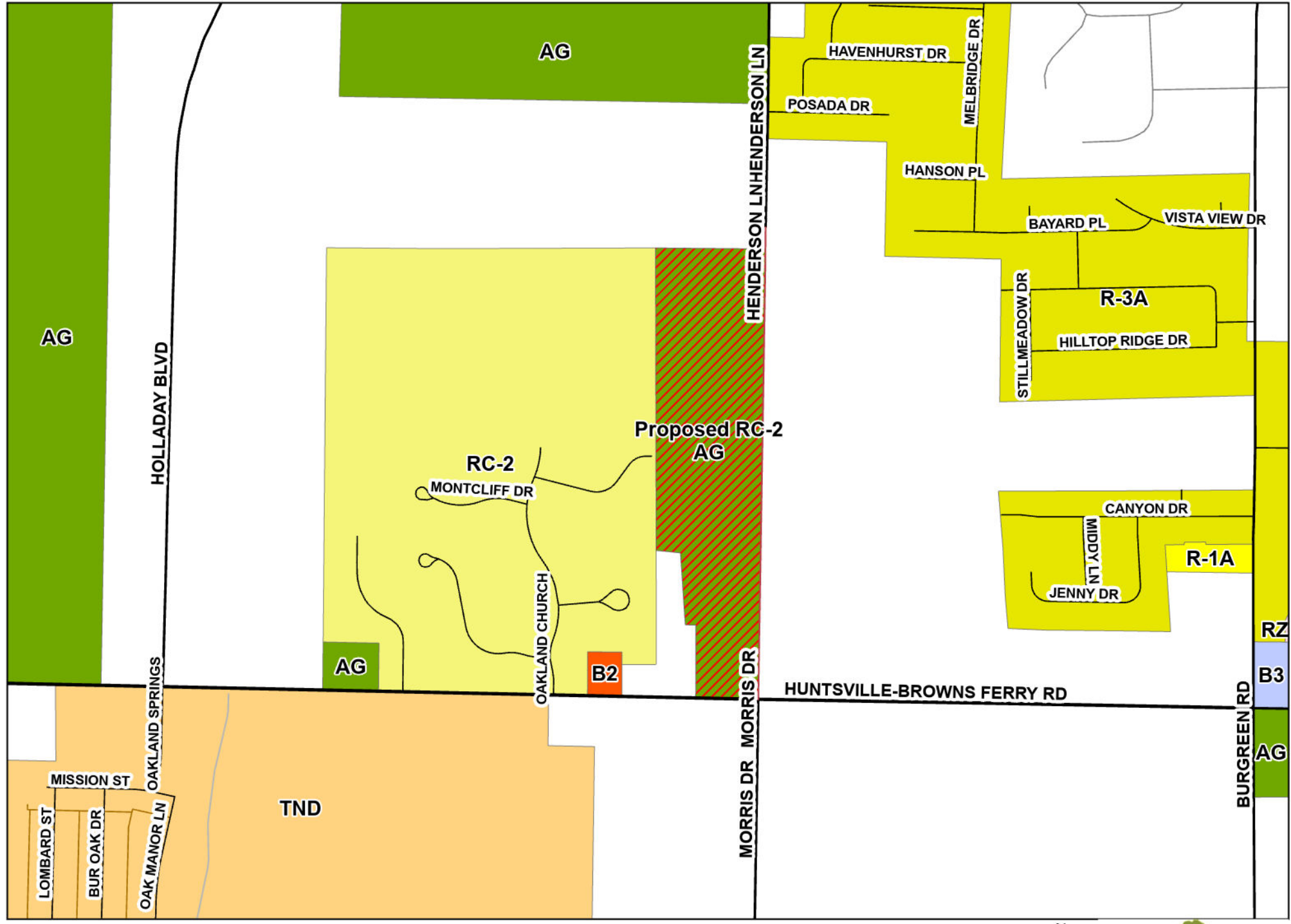
Beginning at a found Mag Nail (Schoel CA#003) marking the Southeast corner of said Section 35 and lying near the centerline of Huntsville Brownsferry Road (60-foot wide right-of-way); Thence run North 88 degrees 49 minutes 32 seconds West, 381.75 feet along the south boundary of said Section 35 and along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

Said parcel contains 37.718 acres (1,643,010 square feet) more or less.

**Notice is hereby given** to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 8<sup>th</sup> day of January 2025.

**DATED** at Madison, Alabama, this 15<sup>th</sup> day of January 2025.

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



### Proposed RC-2 Zoning



**RESOLUTION NO. 2024-430-R**

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

**2 The Point, Inc's request to rezone property located south of Huntsville Browns-Ferry Road, west of Bowers Road from AG (Agriculture District) to RC-2 (Residential Cluster District No. 2), and**

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

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

**SECTION 1.** A public hearing will be held by the City Council on February 10, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

**SEE ATTACHMENT A**

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

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on the 30<sup>th</sup> day of December 2024.

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

**ATTEST:**

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

*Resolution No. 2024-430-R*

*Page 1 of 2*

**City of Madison, Alabama**

Approved this 30<sup>th</sup> day of December 2024.

---

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

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on January 8, 2025

***Attachment A***

*Resolution No. 2024-430-R*

*Page 2 of 2*

**PROPOSED ORDINANCE NO. 2024-431**

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

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

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

STATE OF ALABAMA  
LIMESTONE COUNTY

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

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

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

CONTAINING 89.27 ACRES MORE OR LESS.

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

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

*Proposed Ordinance No. 2024-431*

*Page 1 of 2*

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, 2025.

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

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

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

**NOTICE IS HEREBY GIVEN** that, pursuant to a request duly submitted to the City of Madison by 2 The Point, Inc, the City Council of the City of Madison, Alabama, will hold a public hearing on the 10<sup>th</sup> day of February, 2025, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

STATE OF ALABAMA  
 LIMESTONE COUNTY

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

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

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

CONTAINING 89.27 ACRES MORE OR LESS.

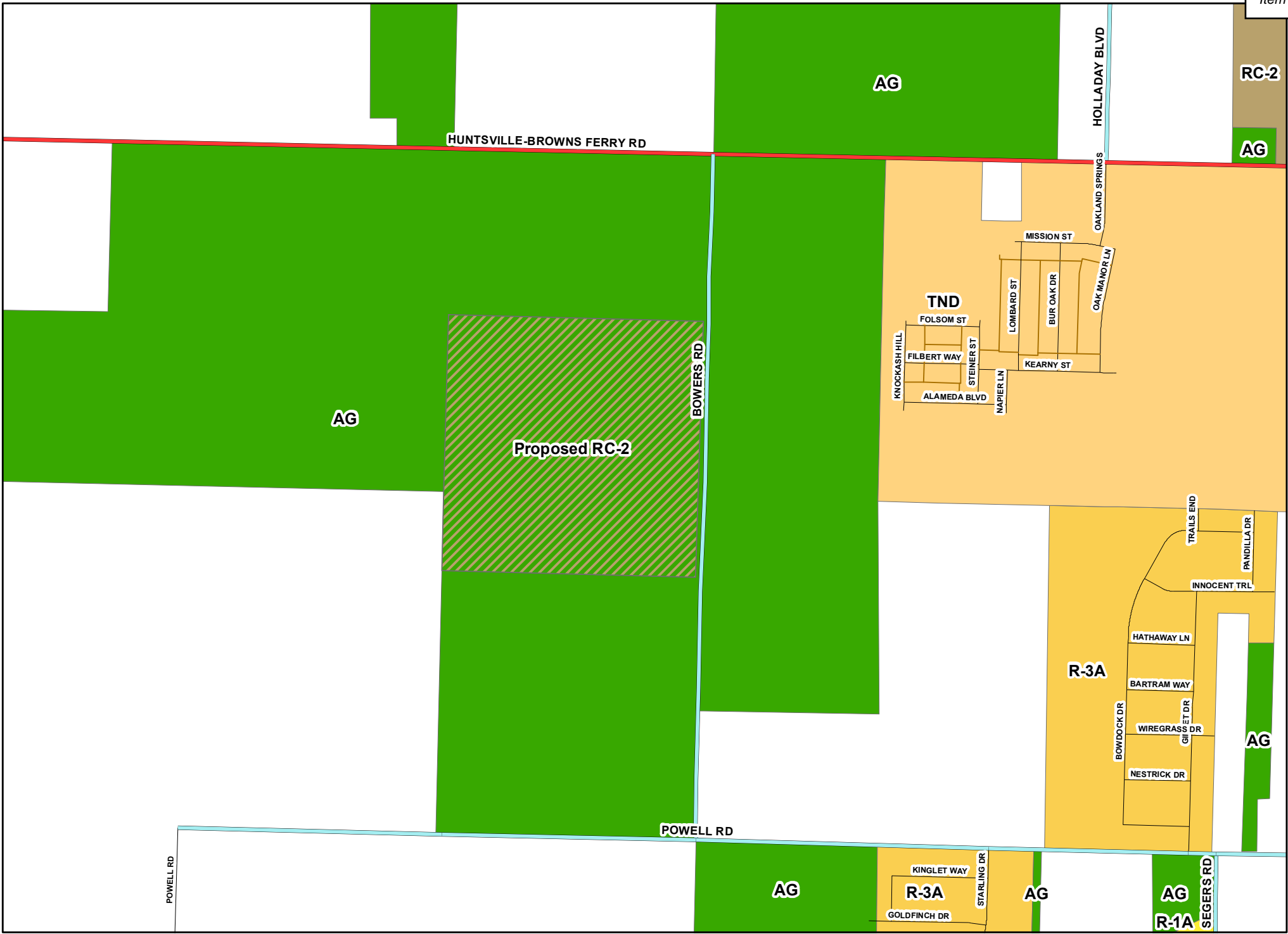
**Notice is hereby given** to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 8<sup>th</sup> day of January 2025.

**DATED** at Madison, Alabama, this 15<sup>th</sup> day of January 2025.

---

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





### Proposed Rezoning: AG to RC-2

**ORDINANCE NO. 2024-442**

**AN ORDINANCE TO VACATE A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 116 FOREST GLADE DRIVE, LOT 9 OF OLD IVY 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 **Kenneth Hudson and Divya Panati** requesting the vacation of a portion of a utility & drainage easement located within 116 Forest Glade Drive, Lot 9 of Old Ivy Subdivision and further described as follows:

*A parcel of land situated in the Southeast Quarter of Section 10, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama {Bearings and distances are referenced to the Alabama State Plane Coordinate System, East Zone, NAD '83 (2011)} and lying within Lot 9 of Old Ivy A Resubdivision of Lot 2 of Sarah Farley Wann Subdivision, A Resubdivision of Tract No. 2 of Sarah Farley Wann Lands recorded in P.B. 48, Pgs. 33 & 34, as recorded in Document No. 20051206000821940 in the Office of the Judge of Probate, Madison County, Alabama, and being a portion of a 25-foot wide Public Utility and Drainage Easement and being more particularly described as follows: Commencing at the southeast corner of said Lot 9, thence run North 02 degrees 23 minutes 11 seconds East, 4.96 feet along the east boundary of said Lot 9 to a point; thence, leaving the east boundary of said Lot 9, run North 87 degrees 36 minutes 49 seconds West, 5.00 feet to the Point of Beginning. Thence, from the Point of Beginning, run North 88 degrees 01 minute 32 seconds West, 50.01 feet to a point; thence run North 02 degrees 32 minutes 59 seconds East, 20.00 feet to a point; thence run South 88 degrees 01 minute 32 seconds East, 49.95 feet to a point; thence run South 02 degrees 23 minutes 11 seconds West, 20.00 feet back to the Point of Beginning; Said parcel contains 0.023 acres (1,000 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 **Kenneth Hudson & Divya Panati** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of January 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 January 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

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

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

*A parcel of land situated in the Southeast Quarter of Section 10, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama {Bearings and distances are referenced to the Alabama State Plane Coordinate System, East Zone, NAD '83 (2011)} and lying within Lot 9 of Old Ivy A Resubdivision of Lot 2 of Sarah Farley Wann Subdivision, A Resubdivision of Tract No. 2 of Sarah Farley Wann Lands recorded in P.B. 48, Pgs. 33 & 34, as recorded in Document No. 20051206000821940 in the Office of the Judge of Probate, Madison County, Alabama, and being a portion of a 25-foot wide Public Utility and Drainage Easement and being more particularly described as follows: Commencing at the southeast corner of said Lot 9, thence run North 02 degrees 23 minutes 11 seconds East, 4.96 feet along the east boundary of said Lot 9 to a point; thence, leaving the east boundary of said Lot 9, run North 87 degrees 36 minutes 49 seconds West, 5.00 feet to the Point of Beginning. Thence, from the Point of Beginning, run North 88 degrees 01 minute 32 seconds West, 50.01 feet to a point; thence run North 02 degrees 32 minutes 59 seconds East, 20.00 feet to a point; thence run South 88 degrees 01 minute 32 seconds East, 49.95 feet to a point; thence run South 02 degrees 23 minutes 11 seconds West, 20.00 feet back to the Point of Beginning; Said parcel contains 0.023 acres (1,000 square feet) more or less.*

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

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of January, 2025.

City of Madison, Alabama,  
a municipal corporation

Attest:

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

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

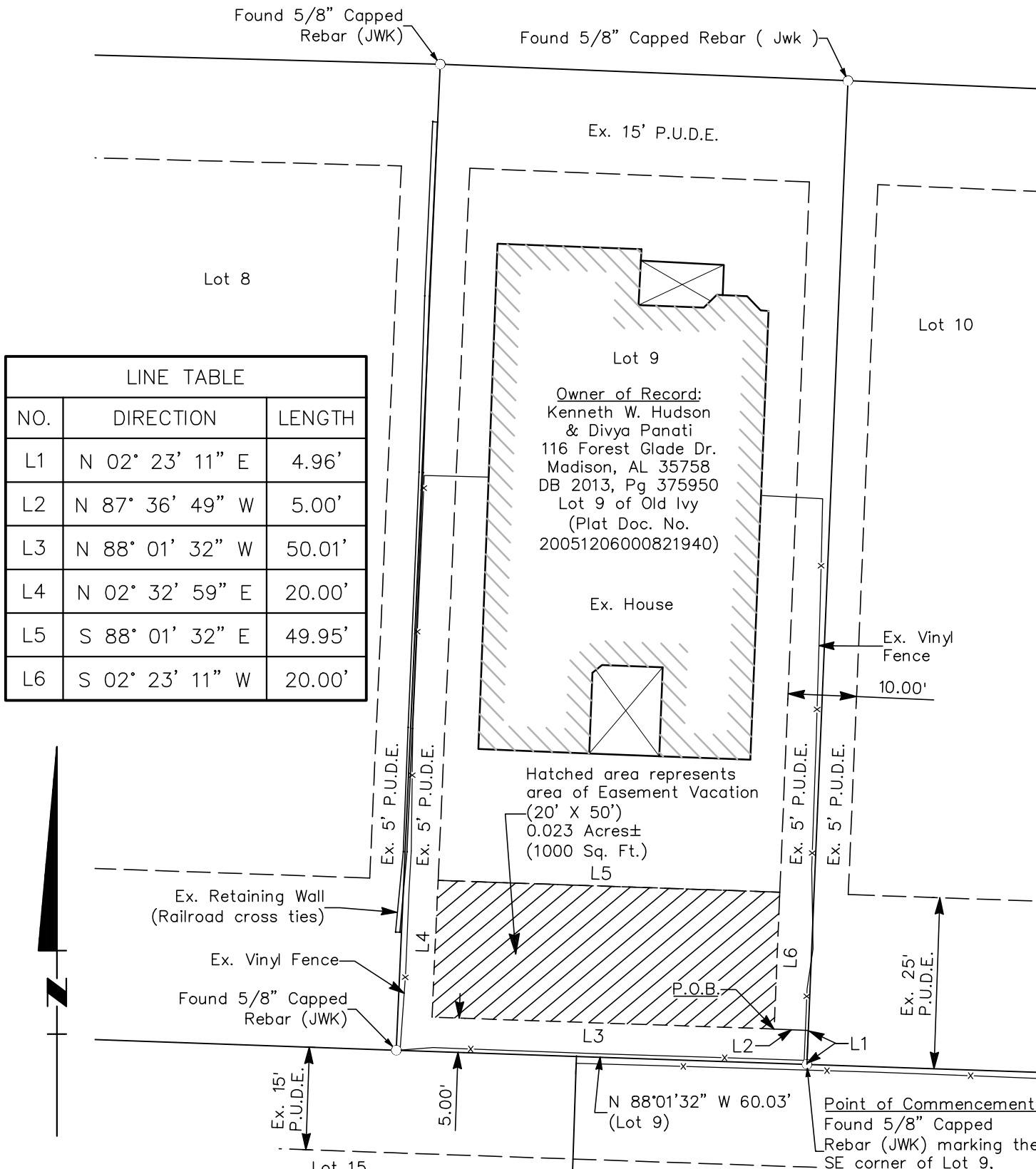
**STATE OF ALABAMA** §  
§  
**COUNTY OF MADISON** §

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 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 January 2025.

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

**FOREST GLADE DR.**



LINE TABLE		
NO.	DIRECTION	LENGTH
L1	N 02° 23' 11" E	4.96'
L2	N 87° 36' 49" W	5.00'
L3	N 88° 01' 32" W	50.01'
L4	N 02° 32' 59" E	20.00'
L5	S 88° 01' 32" E	49.95'
L6	S 02° 23' 11" W	20.00'

Owner of Record:  
 Kenneth W. Hudson  
 & Divya Panati  
 116 Forest Glade Dr.  
 Madison, AL 35758  
 DB 2013, Pg 375950  
 Lot 9 of Old Ivy  
 (Plat Doc. No.  
 20051206000821940)

Hatched area represents  
 area of Easement Vacation  
 (20' X 50')  
 0.023 Acres±  
 (1000 Sq. Ft.)

Point of Commencement:  
 Found 5/8" Capped  
 Rebar (JWK) marking the  
 SE corner of Lot 9,  
 Old Ivy, Plat Doc. No.  
 2005-821940

ABBREVIATIONS	
EX.	Existing
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
P.U.D.E.	Public U & D Easement
R.O.W.	Right-of-way
SQ. FT.	Square Feet
U&D	Utility & Drainage

General Notes:

1. North Arrow and coordinates as shown hereon are based on Alabama State Plane Coordinate System East Zone, NAD '83.
2. All measurements shown are in U.S. Survey Feet.
3. This is not a property boundary survey.

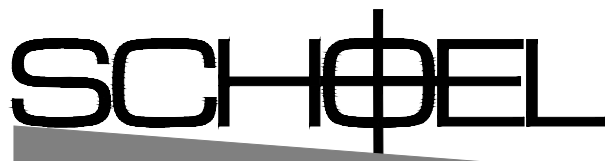
Scale: 1" = 20'  
 Graphic Scale



**Exhibit Drawing - Easement Vacation**

116 Forest Glade Dr., Madison, AL 35758  
 Lot 9, Old Ivy, Plat Doc. #20051206000821940  
 Section 10, Township 4 South, Range 2 West of  
 the Huntsville Meridian, Madison County, AL

Civil Engineering | Land Surveying | Landscape Architecture  
 Environmental | Water Resources | Laser Scanning + Modeling



1001 22nd Street South  
 Birmingham, Alabama 35205  
 205.323.6166  
 101 Washington St. SE  
 Huntsville, Alabama 35801  
 256.539.1221

Copyright © 2019 Schoel Engineering Company, Inc.

Project No.: 24530.H0	Drawn By: H. Galloway	Revisions:
Scale: 1" = 20'	Field Date: 11.04.2024	_____
Sheet No.	Office Date: 11.15.2024	_____
<b>1</b> of <b>1</b>	Checked By: B. Proctor	_____
	Field Book: 1148H0	_____

H:\Projects\24530 116 Forest Glade Drive\Survey\Exhibits\24530 Forest Glade EV.dwg

**ORDINANCE NO. 2024-441****AN ORDINANCE TO VACATE A DRAINAGE EASEMENT LOCATED WITHIN LOT 3B OF FIRST COMMERCIAL PARK, PHASE 2 SUBDIVISION**

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **GH&G Madison, LLC**, requesting the vacation of a portion of a drainage easement located within Lot 3B of First Commercial Park Subdivision, Phase 2, and further described as follows:

*BEING A TRACT OF LAND SITUATED IN A PORTION OF LOT 3B, ACCORDING TO THE CERTIFIED PLAT OF FIRST COMMERCIAL PARK, PHASE 2, AS RECORDED AS FILE NUMBER 2021-00082339, IN THE OFFICE OF JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3B, BEING A ½ INCH CAPPED "HSM CA "1031" REBAR AND ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE RUN NORTH 16 DEGREES 46 MINUTES 15 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 3B A DISTANCE OF 4.23 FEET TO THE 641.6 FOOT FEMA CONTOUR; THENCE (LEAVE SAID WESTERLY LINE OF LOT 3B) ALONG SAID 641.6 FOOT FEMA CONTOUR THE FOLLOWING COURSES AND DISTANCES: NORTH 36 DEGREES 35 MINUTES 14 SECONDS EAST A DISTANCE OF 5.81 FEET; NORTH 08 DEGREES 29 MINUTES 49 SECONDS EAST A DISTANCE OF 10.41 FEET; NORTH 04 DEGREES 53 MINUTES 06 SECONDS EAST A DISTANCE OF 8.57 FEET; NORTH 04 DEGREES 04 MINUTES 09 SECONDS WEST A DISTANCE OF 7.96 FEET; NORTH 11 DEGREES 18 MINUTES 49 SECONDS WEST A DISTANCE OF 23.88 FEET; NORTH 14 DEGREES 06 MINUTES 52 SECONDS WEST A DISTANCE OF 26.89 FEET; NORTH 11 DEGREES 36 MINUTES 44 SECONDS WEST A DISTANCE OF 34.25 FEET; NORTH 45 DEGREES 25 MINUTES 14 SECONDS EAST A DISTANCE OF 20.87 FEET; NORTH 87 DEGREES 12 MINUTES 02 SECONDS EAST A DISTANCE OF 74.17 FEET; SOUTH 88 DEGREES 12 MINUTES 50 SECONDS EAST A DISTANCE OF 35.92 FEET; SOUTH 83 DEGREES 04 MINUTES 02 SECONDS EAST A DISTANCE OF 48.26 FEET; NORTH 89 DEGREES 47 MINUTES 48 SECONDS EAST A DISTANCE OF 66.14 FEET; SOUTH 88 DEGREES 23 MINUTES 40 SECONDS EAST A DISTANCE OF 20.79 FEET; SOUTH 81 DEGREES 53 MINUTES 51 SECONDS EAST A DISTANCE OF 18.29 FEET; SOUTH 52 DEGREES 25 MINUTES 31 SECONDS EAST A DISTANCE OF 10.83 FEET; SOUTH 08 DEGREES 49 MINUTES 13 SECONDS EAST A DISTANCE OF 15.37 FEET; SOUTH 07 DEGREES 15 MINUTES 57 SECONDS EAST A DISTANCE OF 43.50 FEET; THENCE SOUTH 31 DEGREES 05 MINUTES 32 SECONDS WEST A DISTANCE OF 15.92 FEET TO THE SOUTHERLY LINE OF SAID LOT 3B; THENCE SOUTH 79 DEGREES 54 MINUTES 45 SECONDS WEST (LEAVING SAID 641.6 FOOT FEMA CONTOUR) ALONG SAID SOUTHERLY LINE OF LOT 3B A DISTANCE OF 276.07 FEET TO THE POINT OF BEGINNING. CONTAINING 30,143 SQUARE FEET OF 0.691 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 drainage easement in favor of **GH&G Madison, LLC** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of January 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 January 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

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

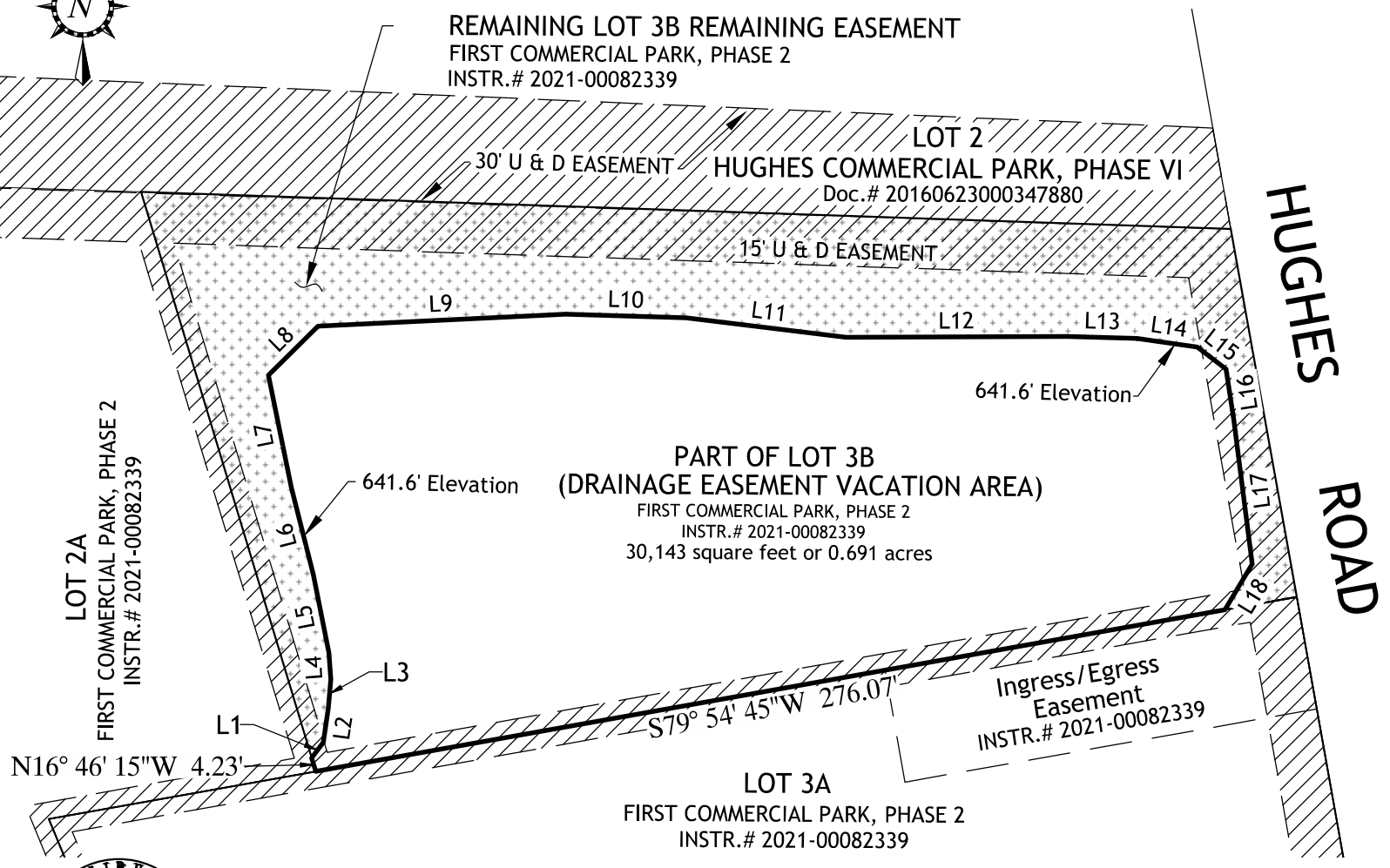
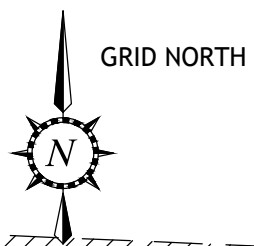
**KNOW ALL MEN BY THESE PRESENTS THAT**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter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

*BEING A TRACT OF LAND SITUATED IN A PORTION OF LOT 3B, ACCORDING TO THE CERTIFIED PLAT OF FIRST COMMERCIAL PARK, PHASE 2, AS RECORDED AS FILE NUMBER 2021-00082339, IN THE OFFICE OF JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3B, BEING A ½ INCH CAPPED “HSM CA “1031” REBAR AND ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE RUN NORTH 16 DEGREES 46 MINUTES 15 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 3B A DISTANCE OF 4.23 FEET TO THE 641.6 FOOT FEMA CONTOUR; THENCE (LEAVE SAID WESTERLY LINE OF LOT 3B) ALONG SAID 641.6 FOOT FEMA CONTOUR THE FOLLOWING COURSES AND DISTANCES: NORTH 36 DEGREES 35 MINUTES 14 SECONDS EAST A DISTANCE OF 5.81 FEET; NORTH 08 DEGREES 29 MINUTES 49 SECONDS EAST A DISTANCE OF 10.41 FEET; NORTH 04 DEGREES 53 MINUTES 06 SECONDS EAST A DISTANCE OF 8.57 FEET; NORTH 04 DEGREES 04 MINUTES 09 SECONDS WEST A DISTANCE OF 7.96 FEET; NORTH 11 DEGREES 18 MINUTES 49 SECONDS WEST A DISTANCE OF 23.88 FEET; NORTH 14 DEGREES 06 MINUTES 52 SECONDS WEST A DISTANCE OF 26.89 FEET; NORTH 11 DEGREES 36 MINUTES 44 SECONDS WEST A DISTANCE OF 34.25 FEET; NORTH 45 DEGREES 25 MINUTES 14 SECONDS EAST A DISTANCE OF 20.87 FEET; NORTH 87 DEGREES 12 MINUTES 02 SECONDS EAST A DISTANCE OF 74.17 FEET; SOUTH 88 DEGREES 12 MINUTES 50 SECONDS EAST A DISTANCE OF 35.92 FEET; SOUTH 83 DEGREES 04 MINUTES 02 SECONDS EAST A DISTANCE OF 48.26 FEET; NORTH 89 DEGREES 47 MINUTES 48 SECONDS EAST A DISTANCE OF 66.14 FEET; SOUTH 88 DEGREES 23 MINUTES 40 SECONDS EAST A DISTANCE OF 20.79 FEET; SOUTH 81 DEGREES 53 MINUTES 51 SECONDS EAST A DISTANCE OF 18.29 FEET; SOUTH 52 DEGREES 25 MINUTES 31 SECONDS EAST A DISTANCE OF 10.83 FEET; SOUTH 08 DEGREES 49 MINUTES 13 SECONDS EAST A DISTANCE OF 15.37 FEET; SOUTH 07 DEGREES 15 MINUTES 57 SECONDS EAST A DISTANCE OF 43.50 FEET; THENCE SOUTH 31 DEGREES 05 MINUTES 32 SECONDS WEST A DISTANCE OF 15.92 FEET TO THE SOUTHERLY LINE OF SAID LOT 3B; THENCE SOUTH 79 DEGREES 54 MINUTES 45 SECONDS WEST (LEAVING SAID 641.6 FOOT FEMA CONTOUR) ALONG SAID SOUTHERLY LINE OF LOT 3B A DISTANCE OF 276.07 FEET TO THE POINT OF BEGINNING. CONTAINING 30,143 SQUARE FEET OF 0.691 ACRES, MORE OR LESS.*



# EXHIBIT

NOTE: THE INTENT OF THIS EXHIBIT DOES NOT VACATE ANY MUNICIPAL UTILITY AND DRAINAGE EASEMENTS.



LINE TABLE		
#	Length	Bearing
L1	5.81'	N36° 35' 14"E
L2	10.41'	N8° 29' 49"E
L3	8.57'	N4° 53' 06"E
L4	7.96'	N4° 04' 09"W
L5	23.88'	N11° 18' 49"W
L6	26.89'	N14° 06' 52"W
L7	34.25'	N11° 36' 44"W
L8	20.87'	N45° 25' 14"E
L9	74.17'	N87° 12' 02"E
L10	35.92'	S88° 12' 50"E
L11	48.26'	S83° 04' 02"E
L12	66.14'	N89° 47' 48"E
L13	20.79'	S88° 23' 40"E
L14	18.29'	S81° 53' 51"E
L15	10.83'	S52° 25' 31"E
L16	15.37'	S8° 49' 13"E
L17	43.50'	S7° 15' 57"E
L18	15.92'	S31° 05' 32"W

**HALLIBURTON**  
SURVEYING & MAPPING, INC.

PO BOX 18652  
HUNTSVILLE, AL 35804  
P: 256.503.4639  
gohsm.com

**LEGEND**

= PLATTED UTILITY AND DRAINAGE EASEMENT NOT BEING VACATED

= LOT 3B DRAINAGE EASEMENT NOT BEING VACATED

DATE 12/09/2024	JOB NO. 20-161	DRAWN BY CTH	CHECKED BY CTH	SHEET NO. 1
--------------------	-------------------	-----------------	-------------------	----------------

**RESOLUTION NO. 2024-436-R**

**A RESOLUTION AUTHORIZING  
A SIDEWALK EASEMENT AND MAINTENANCE AGREEMENT WITH  
TENNESSEE VALLEY COMMUNITIES, LLC, AND  
HERITAGE HILLS OWNERS ASSOCIATION, INC.**

**WHEREAS**, the City of Madison entered into a development agreement with Tennessee Valley Communities, LLC, (“TVC”) dated January 30, 2019 (the “Development Agreement”); and

**WHEREAS**, the Development Agreement’s terms included a requirement for TVC to provide walking trails accessible to the public; and

**WHEREAS**, TVC and the City have identified certain property located along Buckleberry Boulevard within the Heritage Hills subdivision for the construction and maintenance of a pedestrian pathway accessible to the public;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Sidewalk Easement and Maintenance Agreement with Tennessee Valley Communities, LLC, and the Heritage Hills Owners Association, Inc., for the construction and maintenance of a sidewalk within the Heritage Hills subdivision, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Sidewalk Easement and Maintenance 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.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 30th day of December 2024.

\_\_\_\_\_  
*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 December 2024.

---

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

This Agreement Prepared by:  
Katherine Amos Beasley  
Lanier Ford Shaver & Payne, PC  
2101 W. Clinton Ave., Ste. 102  
Huntsville, Alabama 35805  
256-535-1100

---

STATE OF ALABAMA

COUNTY OF LIMESTONE

SIDEWALK EASEMENT AND MAINTENANCE AGREEMENT

THIS SIDEWALK EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and among TENNESSEE VALLEY COMMUNITIES, LLC, an Alabama limited liability company ("TVC"), HERITAGE HILLS OWNERS ASSOCIATION, INC., an Alabama non-profit corporation ("HOA"), and the CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama ("City").

WHEREAS, TVC acquired certain real property located along Powell Road in the City of Madison, Limestone County, Alabama, pursuant to RLPY 2019, Page 12536 and RLPY 2021, Page 92580, as recorded in the Office of the Judge of Probate of Limestone County, Alabama, and TVC has developed this property into a residential subdivision known as Heritage Hills (the "Subdivision").

WHEREAS, TVC has and/or will construct a pedestrian sidewalk through the Subdivision along Buckleberry Boulevard right of way.

WHEREAS, City has requested and TVC has agreed to grant to City a sidewalk easement over, across, and upon a portion of property within the subdivision owned by TVC and fronting Buckleberry Boulevard subject to the terms, provisions, and conditions contained in this Agreement.

WHEREAS, TVC is willing to construct and HOA is willing to maintain the sidewalk within the sidewalk easement and public right of way in accordance with the terms of this Agreement.

WHEREAS, all parties are desirous of entering into this Agreement for the purpose of confirming the mutual understanding of the parties.

NOW, THEREFORE, in consideration of the recitals and of the agreements and covenants herein contained, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sidewalk Easement & Maintenance Area. TVC hereby grants to City a perpetual, non-exclusive sidewalk easement for pedestrian and non-motorized vehicular travel, for use by the public (the "Sidewalk Easement") on, over, upon, across, and along the following described tract or parcel of land lying in the City of Madison, Limestone County, Alabama as more particularly described in Exhibit "A" attached hereto and incorporated herein ("Easement Area"). City hereby grants to TVC access to construct and maintain a sidewalk within City right of way fronting Buckleberry Road, which is depicted in Exhibit "B" attached hereto and incorporated herein (the "City Right of Way"). The Sidewalk Easement, Easement Area, and the City Right of Way together constitute the Maintenance Area, which is depicted on Exhibit "C" attached hereto and incorporated herein ("Maintenance Area"). Subject to any and all existing improvements or conditions, TVC shall not construct, erect, or maintain any barriers, walls, or structures on, over, across, upon, or above the Maintenance Area that would interfere with or that would materially impair the useability of the Sidewalk Easement and/or the Maintenance Area.

2. Construction of Sidewalk. TVC agrees, at is sole cost and expense, to construct an improved sidewalk or paved pedestrian walkway for public use within the Maintenance Area to be constructed in accordance with the City's rules and regulations regarding sidewalks.

- (a) TVC may contract with a third party to perform all construction services required within the Maintenance Area. All work performed must be done by properly licensed and insured contractors.
- (b) During construction, TVC shall keep the Maintenance Area in a clean and orderly condition and in compliance with all applicable municipal rules, guidelines, and regulations pertaining to sidewalks and/or pedestrian walkways. Furthermore, TVC agrees to make the sidewalk available to City during and after construction to allow City to inspect it and any improvements located therein to assure the sidewalk is properly constructed.

3. Grass Cutting within Easement Area. HOA agrees, at its sole cost and expense, to provide routine grass cutting and lawn maintenance services, including grass mowing, trimming, edging, and weed maintenance, within the Maintenance Area and agrees to maintain all landscaping within the Maintenance Area, including any grass, trees, shrubs, plants or other landscaping located therein. HOA may contract with a third party to perform all grass cutting and/or landscaping services required within the Maintenance Area. All work performed must be done by properly licensed and insured contractors.

4. Maintenance and Repair. HOA, at its sole cost and expense, shall maintain or cause to be maintained in good repair and condition, the sidewalk and any and all improvements constructed or installed by City on or within the Maintenance Area. Additionally, HOA shall keep the Maintenance Area in a clean and orderly condition and in compliance with all applicable municipal rules, guidelines, and regulations pertaining to sidewalks and/or pedestrian walkways. Furthermore, HOA agrees to make the Maintenance Area available to City to allow City to inspect the Easement and any improvements located therein to assure the sidewalk is properly maintained. In the event of any failing, poor condition, or lack of repair and/or maintenance, City shall be

entitled, but not obligated, to expend such sums as are reasonably necessary to put such sidewalk improvements or landscaping in good repair and condition and may recover the cost thereof from HOA within ten (10) days of providing written demand to HOA.

5. Amendment; Termination. The parties reserve the right to modify, amend, or terminate this Agreement by mutual written agreement. No amendment shall be effective unless in writing and signed by the parties and recorded in the Probate Records of Limestone County, Alabama.

6. Reservation by TVC. TVC reserves, for itself, its successors, and assigns, as well as HOA, and all residents and guests of the Subdivision, the right to use the Easement Area for the purposes not inconsistent with the rights granted herein. TVC further reserves all rights of ownership in and to the Easement Area, which are not inconsistent with the Sidewalk Easement, including, without limitation, the right to grant further easements on, over, across, or upon TVC's property and/or the Easement Area.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each event the remainder of this Agreement or the application of such term, covenants, condition or provision to any person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

9. Governing Law. This Agreement shall be interpreted in accordance with Alabama law without regard to its conflict of law provisions.

10. Counterparts; Separate Signature Pages. This Agreement may be executed in one or more counterparts and on separate signature pages, and as so executed all of which shall constitute one and the same document.

11. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been relied upon by either party. Each party has had a full opportunity to examine this Agreement and/or has had an opportunity to have its counsel review said Agreement on its behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written below.



*[Signature Pages to Follow.]*

[TVC's Signature page to Sidewalk Easement and Maintenance Agreement]

TENNESSEE VALLEY COMMUNITIES, LLC, an Alabama limited liability company

By: ENFINGER DEVELOPMENT, LLC, an Alabama limited liability company  
Its: Member

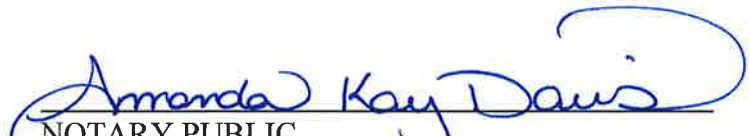
By:   
Oliver A. Orton, Manager

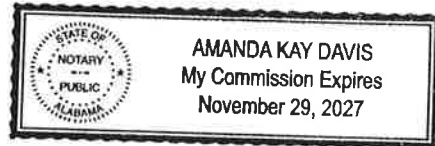
STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Oliver A. Orton, whose name as Manager of Enfinger Development, LLC, an Alabama limited liability company, acting in its capacity as Member of Tennessee Valley Communities, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of Enfinger Development, LLC, acting in its capacity as Member of Tennessee Valley Communities, LLC, on the day the same bears date.

Given under my hand and official seal on the 17<sup>th</sup> day of December, 2024.

  
NOTARY PUBLIC  
My commission expires: 11/29/2027



[HOA's Signature Page to Sidewalk Easement and Maintenance Agreement.]

HERITAGE HILLS OWNERS ASSOCIATION,  
INC., an Alabama non-profit corporation

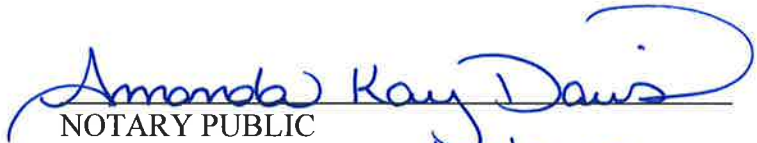
By:   
Jeffrey W. Enfinger, President

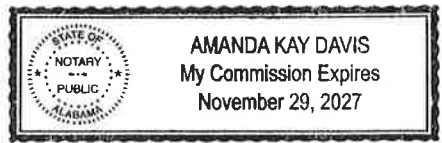
STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeffrey w. Enfinger, whose name as President of Heritage Hills Owners Association, Inc., an Alabama non-profit corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said non-profit corporation, on the day the same bears date.

Given under my hand and official seal on the 17<sup>th</sup> day of December, 2024.

  
NOTARY PUBLIC  
My commission expires: 11/29/2027



[City's Signature Page to Sidewalk Easement and Maintenance Agreement]

CITY:

CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama

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

ATTEST:

By: \_\_\_\_\_  
Name: Lisa D. Thomas  
Its: City Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, a municipal corporation in the state of 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 foregoing instrument, they executed the same voluntarily for and as the act of the City of Madison, Alabama, on the day the same bears date.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Exhibit "A"****(Legal Description of Sidewalk Easement and Easement Area)**

Common Area 1B, according to that Final Plat of Heritage Hills – Phase 1, as recorded in Plat Book J, Page 417 in the Probate Records of Limestone County, Alabama.

**Exhibit "B"**  
**(City Right of Way)**

Common Areas 1C and 1D, according to that Final Plat of Heritage Hills – Phase 1, as recorded in Plat Book J, Page 417 in the Probate Records of Limestone County, Alabama.

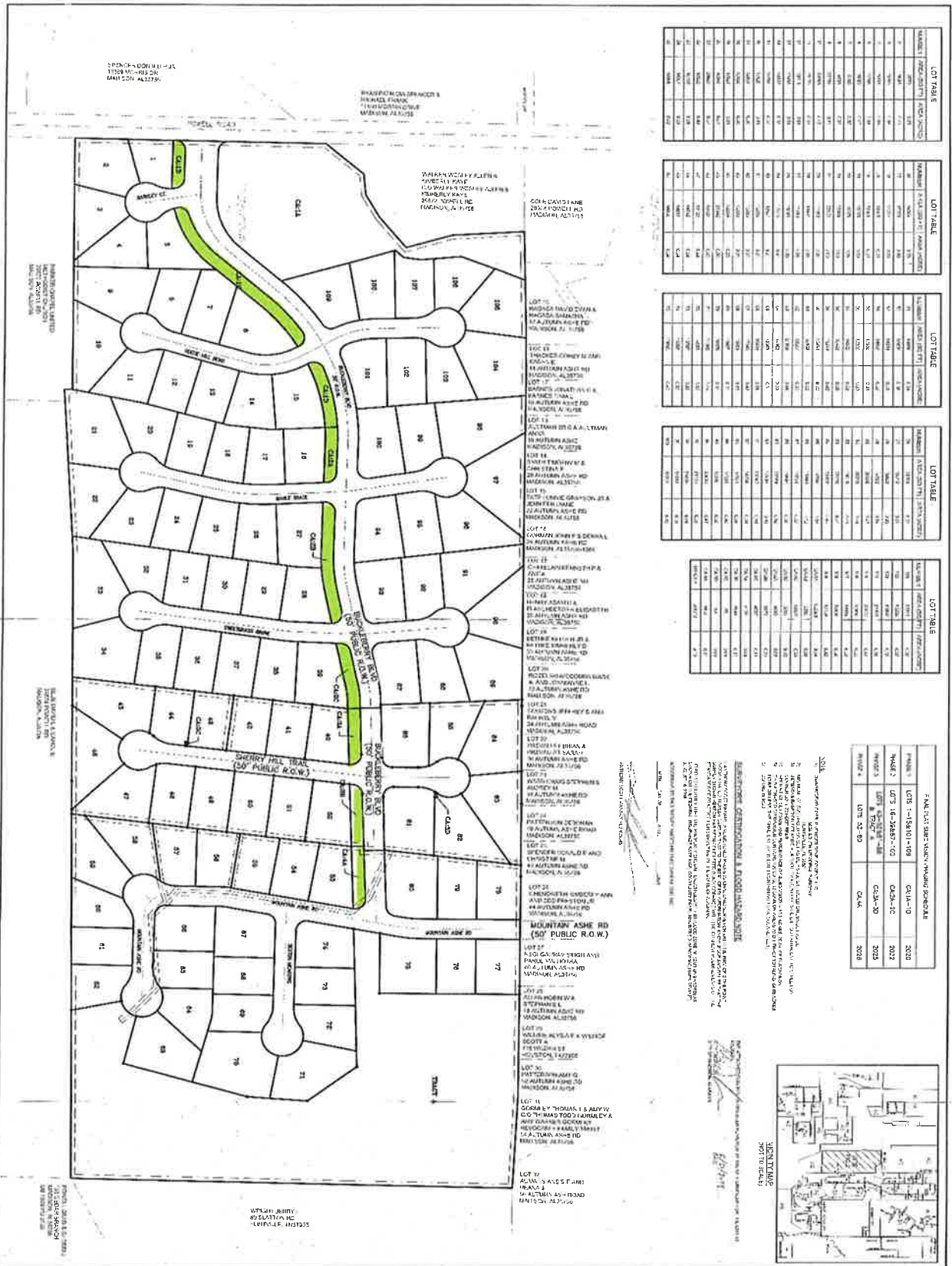
**AND ALSO:**

Common Areas 2A, 2B, and 2C, according to that Final Plat of Heritage Hills – Phase 1, as recorded in Plat Book K, Page 199 in the Probate Records of Limestone County, Alabama.

**AND ALSO:**

Common Areas 3A, 3B, and 4A according to that Final Plat of Heritage Hills Phase 3, as recorded in Plat Book \_\_\_\_, Page \_\_\_\_ in the Probate Records of Limestone County, Alabama.

# Exhibit "C" (Maintenance Area)



LOT #	OWNER	ADDRESS	APPROX. ACRES
1	...	...	...
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LOT #	OWNER	ADDRESS	APPROX. ACRES
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LOT #	OWNER	ADDRESS	APPROX. ACRES
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**THE POINT INCORPORATED**

SKETCH PLAT

**HERITAGE HILLS**

MADISON, ALABAMA

SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST

DATE: 11/15/2023

SCALE: AS SHOWN

PROJECT: HERITAGE HILLS

**ORDINANCE NO. 2024-440**

**AN ORDINANCE TO VACATE A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 102 STILLMEADOW DRIVE, LOT 20 OF HILLTOP RIDGE SUBDIVISION PHASE 2**

**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 **John Tyler Campbell & Stephanie Bastiaans** requesting the vacation of a portion of a utility & drainage easement located within 102 Stillmeadow Drive, Lot 20 of Hilltop Ridge Subdivision Phase 2 and further described as follows:

*All that part of Lot 20 as shown on the "FINAL PLAT Hilltop Ridge Subdivision Phase 2 a Resubdivision of Tract A of Hilltop Ridge Subdivision Phase 1, P.B. "H" PG. 466-467," as recorded in Plat Book "J", Page 75 and 76, Probate Records, Limestone County, Alabama. Particularly described as commencing at the Northwest corner of said Lot 20; Thence North 88 degrees 48 minutes 18 seconds East 10.00 feet and South 00 degrees 17 minutes 34 seconds West 5.00 feet to the Point of Beginning of the herein described parcel. Thence from the Point of Beginning, North 88 degrees 48 minutes 18 seconds East 5.00 feet; Thence South 00 degrees 17 minutes 34 seconds West 80.03 feet; Thence South 88 degrees 48 minutes 18 seconds West 5.00 feet; Thence North 00 degrees 17 minutes 34 seconds East 80.03 feet to the Point of Beginning and containing 400 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 **John Tyler Campbell & Stephanie Bastiaans** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of January 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 January 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

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

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

*All that part of Lot 20 as shown on the “FINAL PLAT Hilltop Ridge Subdivision Phase 2 a Resubdivision of Tract A of Hilltop Ridge Subdivision Phase 1, P.B. “H” PG. 466-467,” as recorded in Plat Book “J”, Page 75 and 76, Probate Records, Limestone County, Alabama. Particularly described as commencing at the Northwest corner of said Lot 20; Thence North 88 degrees 48 minutes 18 seconds East 10.00 feet and South 00 degrees 17 minutes 34 seconds West 5.00 feet to the Point of Beginning of the herein described parcel. Thence from the Point of Beginning, North 88 degrees 48 minutes 18 seconds East 5.00 feet; Thence South 00 degrees 17 minutes 34 seconds West 80.03 feet; Thence South 88 degrees 48 minutes 18 seconds West 5.00 feet; Thence North 00 degrees 17 minutes 34 seconds East 80.03 feet to the Point of Beginning and containing 400 square feet, more or less.*

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

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of January, 2025.

City of Madison, Alabama,  
a municipal corporation

Attest:

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

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

<b>STATE OF ALABAMA</b>	§
	§
<b>COUNTY OF LIMESTONE</b>	§

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 January 2025.

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



PLAT NORTH

LOT 21

R.O.W. MARGIN

Northwest Corner of Lot 20

N 88°48'18" E 154.33' (R)

5' P.U.D.E.

L1

L2

L3

Point of Beginning  
Proposed Easement Vacation

5.0'

Portion of Easement to be Vacated - 400 Sq. Ft.

N 00°17'34" E 80.03'

S 00°17'34" W 80.03'

P.U.D.E.

N 00°17'34" E 90.03' (R)

LOT 20

102 STILLWATER DR  
MADISON, AL 35756  
(13,995 SQ. FT.)

15' P.U.D.E.

S 01°11'42" E 90.00' (R)

STILLMEADOW DRIVE  
50' R.O.W.

10.0'  
15.0'

5' P.U.D.E.

S 88°48'18" W 156.66' (R)

LINE CHART

NUMBER	DIRECTION	DISTANCE
L1	N 88°48'18" E	10.00'
L2	S 00°17'34" W	5.00'
L3	N 88°48'18" E	5.00'
L4	S 88°48'18" W	5.00'

LOT 19

R.O.W. MARGIN

P.U.D.E. denotes: Public Utility & Drainage Easement  
(R) denotes: according to record plat

SPECIFIC PURPOSE SUPPORT MAP FOR:

TYLER CAMPBELL

(PROPOSED EASEMENT VACATION)

LOT 20

HILLTOP RIDGE SUBDIVISION PHASE 2  
A RESUBDIVISION OF TRACT A OF  
HILLTOP RIDGE SUBDIVISION PHASE 1, P.B. "H", PG. 466-467  
P.B. "J", PG. 75-76

MADISON -- LIMESTONE COUNTY -- ALABAMA

DRAWN BY: MR

APPROVED BY: J.L.M.

SCALE: 1"=10'

REVISED:

DATE: 12/18/24

DRAWING NUMBER: 24-290

FIELD WORK COMPLETED: N/A



NOT VALID UNLESS STAMPED IN RED INK

**McELROY**

LAND SURVEYING CO., INC.  
4012 TRIANA BLVD. S.W.  
HUNTSVILLE, ALABAMA 35805

PHONE: (256) 881-4004 jmcElroy@hiwaay.net

**RESOLUTION NO. 2024-421-R**

**A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF THE BJA FY 24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD NO. 15PBJA-24-GG-04583-JAGX IN THE AMOUNT OF \$17,457 FROM THE DEPARTMENT OF JUSTICE**

WHEREAS, the City of Madison Police Department has been awarded award number 15PBJA-24-GG-04583-JAGX in the amount of \$17,457 from the Department of Justice.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA that the Mayor be authorized and directed to execute, on behalf of the City any documentation necessary to facilitate the acceptance of the grant.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, this 30<sup>TH</sup> day of December 2024.

\_\_\_\_\_  
*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 December 2024.

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

## Award Letter

December 4, 2024

Dear Madison Cartee,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF MADISON for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$17,457.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen  
Acting Assistant Attorney General



## Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>		CITY OF MADISON 100 HUGHES RD
<b>City, State and Zip:</b>		MADISON, AL 35758
<b>Recipient UEI:</b>		DZDHC5KEM4D7
<b>Project Title:</b> The of Madison Police Department requests funds to replace a department canine who was injured and the funds to train the canine in the necessary job functions.		<b>Award Number:</b> 15PBJA-24-GG-04583-JAGX
<b>Solicitation Title:</b> BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation		
<b>Federal Award Amount:</b> \$17,457.00		<b>Federal Award Date:</b> 12/4/24
<b>Awarding Agency:</b>		Office of Justice Programs Bureau of Justice Assistance
<b>Funding Instrument Type:</b>		Grant
<b>Opportunity Category:</b> O		
<b>Assistance Listing:</b> 16.738 - Edward Byrne Memorial Justice Assistance Grant Program		
<b>Project Period Start Date:</b> 10/1/23		<b>Project Period End Date:</b> 9/30/25
<b>Budget Period Start Date:</b> 10/1/23		<b>Budget Period End Date:</b> 9/30/25
<b>Project Description:</b>  The City of Madison Police Department will use the Edward Byrne Memorial Justice Assistance grant funds to acquire another police canine to serve the Madison area and surrounding agencies. This canine will be replacing an injured canine that is currently with the department.		

## Award Letter

December 4, 2024

Dear Madison Cartee,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF MADISON for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$17,457.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

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Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen  
Acting Assistant Attorney General

### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.



OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit [www.ojp.gov/program/civil-rights-office/outreach](http://www.ojp.gov/program/civil-rights-office/outreach). If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://www.ojp.gov/program/civil-rights-office/about#ocr-contacts).

## Memorandum Regarding NEPA

### NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

### NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

?

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

### NEPA Coordinator

First Name

Middle Name

Last Name

Orbin no value Terry

**Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Recipient Information**

**Recipient Name**

CITY OF MADISON

**UEI**

DZDHC5KEM4D7

**Street 1**

100 HUGHES RD

**Street 2**

**City**

MADISON

**State/U.S. Territory**

Alabama

**Zip/Postal Code**

35758

**Country**

United States

**County/Parish**

no value

**Province**

no value

**Award Details**

**Federal Award Date**

12/4/24

**Award Type**

Initial

**Award Number**

15PBJA-24-GG-04583-JAGX

**Supplement Number**

00

**Federal Award Amount**

\$17,457.00

**Funding Instrument Type**

Grant

<b>Assistance Listing Number</b>	<b>Assistance Listings Program Title</b>
16.738	Edward Byrne Memorial Justice Assistance Grant Program

**Statutory Authority**

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[ ] I have read and understand the information presented in this section of the Federal Award Instrument.

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**Awarding Agency**

OJP

**Program Office**

BJA

**Application Number**

GRANT14284188

**Grant Manager**

Elaine Vanlandingham

**Phone Number**

202-598-7415

**E-mail Address**

Elaine.Vanlandingham@usdoj.gov

**Project Title**

The of Madison Police Department requests funds to replace a department canine who was injured and the funds to train the canine in the necessary job functions.

**Performance Period Start**

**Date**

10/01/2023

**Performance Period End Date**

09/30/2025

**Budget Period Start Date**

10/01/2023

**Budget Period End Date**

09/30/2025

**Project Description**

The City of Madison Police Department will use the Edward Byrne Memorial Justice Assistance grant funds to acquire another police canine to serve the Madison area and surrounding agencies. This canine will be replacing an injured canine that is currently with the department.

[ ] I have read and understand the information presented in this section of the Federal Award Instrument.

**Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ] I have read and understand the information presented in this section of the Federal Award Instrument.

**Award Conditions**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Condition 1**

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

### **Condition 2**

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### **Condition 3**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

### **Condition 4**

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices:

Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

#### **Condition 5**

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### **Condition 6**

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

#### **Condition 7**

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other

person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

### **Condition 8**

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

### **Condition 9**

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

### **Condition 10**

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

### **Condition 11**

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

### **Condition 12**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice

requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

### **Condition 13**

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

### **Condition 14**

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

### **Condition 15**

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

### 4. Rules of construction

#### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

#### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

### **Condition 16**

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

### **Condition 17**

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



**Condition 18**

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**Condition 19**

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

**Condition 20**

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

### **Condition 21**

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

### **Condition 22**

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

### **Condition 23**

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**Condition 24**

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

**Condition 25**

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

**Condition 26**

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**Condition 27**

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**Condition 28**

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to

acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

### **Condition 29**

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### **Condition 30**

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

### **Condition 31**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

### **Condition 32**

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

### **Condition 33**

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

#### **Condition 34**

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### **Condition 35**

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

#### **Condition 36**

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

#### **Condition 37**

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

#### **Condition 38**

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of

Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

### **Condition 39**

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

### **Condition 40**

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### **Condition 41**

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### **Condition 42**

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

### **Condition 43**

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

### **Condition 44**

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

### **Condition 45**

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur,

the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

**Condition 46**

## Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**Condition 47**

## Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

**Condition 48**

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

**Condition 49**

## Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**Condition 50**

## Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

**Condition 51**

## Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

**Condition 52**

## Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

**Condition 53**

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA



Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

#### **Condition 54**

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

#### **Condition 55**

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

#### **Condition 56**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

#### **Condition 57**

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

#### **Condition 58**

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS

are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

**Condition 59**

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

**Condition 60**

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

**Condition 61**

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

**Condition 62**

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

**Condition 63**

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

**Condition 64**

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

#### **Condition 65**

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

#### **Condition 66**

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

## **Award Acceptance**

### **Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### **Agency Approval**

**Title of Approving Official**  
Acting Assistant Attorney General

**Name of Approving Official**  
Brent J. Cohen

**Signed Date And Time**  
12/1/24 4:34 PM

**Authorized Representative**

[ ] no value

**Entity Acceptance**

**Title of Authorized Entity Official**  
no value

**Signed Date And Time**  
no value

