



## Agenda

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

6:00 PM  
Council Chambers  
May 27, 2025

#### AGENDA NO. 2025-10-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 Josh Britt of Courageous Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2025-09-RG, dated May 12, 2025

7. PRESENTATIONS AND AWARDS

A. Presentation of Employee of the Year, Police Officer of the Year, and Firefighter of the Year awards by Mrs. Debbie Overcash and the Madison Rotary Club

8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and periodic bills to be paid
- B. **Resolution No. 2025-143-R**: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 063596MT on an incident which occurred March 18, 2025 to Police Unit 362 (\$47,062.00 [less \$1,000 deductible] to be deposited into General Operating account)
- C. Acceptance of \$10,000 donation from Madison County Commissioner Steve Haraway to support the construction of a Miracle League Field at Palmer Park
- D. Acceptance of \$330.85 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)
- E. Acceptance of donation from Walmart of one (1) LG UQ7 43" television, valued at \$200.56, to the Madison Police Department to be installed in a department vehicle for operational use with the department's drone program
- F. Acceptance of \$50 donation from V.A. Harp for the Madison Senior Center "Moms and Muffins" event (to be deposited into Senior Center Donation account)

10. **PRESENTATIONS OF REPORTS**

***MAYOR PAUL FINLEY***

- A. **Resolution No. 2025-177-R**: Approving Participation in Main Street Alabama Program (\$40,000 each year for three years from Mayor's Special Projects Budget)

***COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI***

***COUNCIL DISTRICT NO. 2 CONNIE SPEARS***

- A. **Resolution No. 2025-086-R**: Adopting an amended and revised annual operating budget for the City of Madison for the fiscal year beginning October 1, 2024 and ending September 30, 2025

***COUNCIL DISTRICT NO. 3 TEDDY POWELL***

***COUNCIL DISTRICT NO. 4 GREG SHAW***

***COUNCIL DISTRICT NO. 5 RANAE BARTLETT***

***COUNCIL DISTRICT NO. 6 KAREN DENZINE***

***COUNCIL DISTRICT NO. 7 JOHN SEIFERT***

11. **BOARD/COMMITTEE APPOINTMENTS**

12. **PUBLIC HEARINGS**

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

- A. **Proposed Ordinance No. 2025-104**: Rezoning certain property owned by Huntsville Retail Center Exchange, LLC consisting of 0.84 acres located at 8213 U.S. Highway 72, east of Brookridge Drive, from MC (Medical District) to B3 (General Business District) (First Reading 4/14/2025)

- B. **Proposed Ordinance No. 2025-106:** Rezoning certain property owned by John and Lee Boles consisting of 2.89 acres located at the southwest corner of Lanier Road and Celtic Drive from M-1 (Restricted Industrial District) to B1 (Neighborhood Business District) (First Reading 4/14/2025)
- C. **Resolution No. 2025-112-R:** Vacating a portion of Shorter Street right-of-way, located at the northwest corner of Shorter Street and Celtic Drive (First Reading 4/14/25)
- D. **Proposed Ordinance No. 2025-110:** Rezoning certain property owned by the City of Madison consisting of 0.228 acres located at the northwest corner of Shorter Street and Celtic Drive from B3 (General Business District) to B1 (Neighborhood Business District) (First Reading 4/14/2025)

13. DEPARTMENT REPORTS

**CITY CLERK**

- A. **Resolution No. 2025-124-R:** Appointing Election Officials for the August 26, 2025 General Municipal Election and the September 23, 2025 Municipal Run-Off Election should one be necessary

**ENGINEERING**

- A. **Resolution No 2025-144-R:** Authorizing a Professional Services Agreement with S&ME, Inc. for environmental consulting services for FY 2025 outfall inspections and illicit discharge screening (amount not to exceed \$37,210.00 to be paid from Engineering Stormwater Budget - Fund 11)

**FACILITIES AND GROUNDS**

- A. **Resolution No. 2025-138-R:** Award of Bid No. 2025-009-ITB, Janitorial Services for Public Safety Annex, to Baza Services, LLC, for a monthly cost of \$3,150, plus optional services as needed and specified in the bidder pricing sheet (to be paid from Facilities and Grounds Janitorial budget)
- B. **Resolution No. 2025-172-R:** Authorizing a Professional Services Agreement with Mullins, LLC, for the design of additional parking at Toyota Field (not to exceed \$57,500 to be paid from the Multi-Use Venue Maintenance Fund; \$43,500 initial scope to design new parking lot, with \$14,000 in additional services to provide landscaping and irrigation plan for existing parking lot)

**FIRE & RESCUE**

- A. **Resolution No. 2025-171-R:** Authorizing a Memorandum of Understanding with the Limestone County Water & Sewer Authority for fire hydrant testing and inspection
- B. **Resolution No. 2025-178-R:** Authorizing a Contractor Agreement with Sutherland Sight & Sound for purchase and installation of AV Systems in the training room at the Public Safety Annex located at 230 Business Park Boulevard, Building 23A (\$61,582 to be paid from Fire Department budget)
- C. **Resolution No. 2025-179-R:** Authorizing the purchase and installation of 911 communications equipment and services for use by the Fire Department at the Public Safety Annex located at 230 Business Park Boulevard, Building 23A under State Bid Contract 16932 (\$60,212.25 to be paid from Fire Department budget)
- D. **Resolution No. 2025-180-R:** Authorizing a Contractor Agreement with The Lioce Group and Sutherland Sight and Sound for the purchase and installation of Smart Boards and associated hardware and support services at the Public Safety Annex located at 230 Business Park Boulevard, Building 23A (\$23,424.95 to be paid from Fire Department budget)

**HUMAN RESOURCES**

- A. **Resolution No. 2025-163-R:** Authorizing a Professional Contractor Services Agreement with Stacy Thomas for First Responder Wellness Support (\$38,000 for one-year term to be paid from HR Department Budget)

## **LEGAL**

- A. Resolution No. 2025-173-R:** Authorizing a one-year agreement with Swatek, Vaughn & Bryan, LLC for lobbying services (\$5,000 per month to be paid from Legal Department budget)

## **PLANNING**

- A. Resolution No. 2025-160-R:** Setting a Public Hearing on Proposed Ordinance No. 2025-161; rezoning certain property owned by Journeys Professional Suites, LLC consisting of 1.17 acres located at 4192 Sullivan Street (west side of Sullivan Street, south of Perry Street) from R-2 (Medium Density Residential) to B1 (Neighborhood Business District) (First Publication 6/4/2025, Synopsis 6/11/2025, Public Hearing 7/14/2025)
- B. Resolution No. 2025-156-R:** Setting a Public Hearing on Proposed Ordinance No. 2025-157; rezoning certain property owned by Eros Investments, LLC consisting of 4.62 acres located north of West Dublin Drive, west of Sullivan Street from R-4 (Multi-Family District) to B3 (General Business District) (First Publication 6/4/2025, Synopsis 6/11/2025, Public Hearing 7/14/2025)
- C. Resolution No. 2025-158-R:** Setting a Public Hearing on Proposed Ordinance No. 2025-159; zoning certain property owned by MHH, Inc. consisting of 2.39 acres located south of Brentwood Lane and east of Chadrick Drive to R-1A (Low Density Residential) upon annexation (First Publication 6/4/2025, Synopsis 6/11/2025, Public Hearing 7/14/2025)
- D. Proposed Ordinance No. 2025-162:** Assenting to the annexation of certain property, consisting of 2.39 acres, owned by MHH, Inc. located south of Brentwood Lane and east of Chadrick Drive (First Reading)
- E. Proposed Ordinance No. 2025-164:** Vacation of a utility and drainage easement located within Tract 2B of a resubdivision of Tract 2 of Mary Margaret Lanier Frost Lands (First Reading)

## **POLICE**

- A. Resolution No. 2025-174-R:** Authorizing a Memorandum of Understanding with the City of Madison Board of Education for a Weapons Detection K9 (to be funded by the Madison Board of Education in the amount of approximately \$41,000 for the acquisition, initial equipment, and training of one K9)

## **RECREATION**

- A. Resolution No. 2025-165-R:** Authorizing a Transportation Agreement with Madison Street Festival, Inc. for provision of buses for the Madison Street Festival to be held Saturday, October 4, 2025
- B. Resolution No. 2025-166-R:** Authorizing a License Agreement with Sages & Seekers, Inc. for an eight-week "intergenerational collaboration" program to be held at the Senior Center (\$2,500 one-time fee, \$150 annual fee to be paid from Senior Center budget | Maintenance Contracts)

## **14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

## **15. ADJOURNMENT**

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

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





**MINUTES NO. 2025-09-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
May 12, 2025**

The Madison City Council met in regular session on Monday, May 12, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President John Seifert.

Pastor J.C. Hopkins from Cornerstone Word of Life Church provided the invocation followed by the Pledge of Allegiance led by John Seifert.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

|   |         |
|---|---------|
| Mayor Paul Finley                       | Present |
| Council District No. 1 Maura Wroblewski | Present |
| Council District No. 2 Connie Spears    | Present |
| Council District No. 3 Teddy Powell     | Present |
| Council District No. 4 Greg Shaw        | Absent  |
| Council District No. 5 Ranae Bartlett   | Absent  |
| 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 Treasurer Ivon Williams, Assistant City Attorney Timothy McFalls, Information Technology Director Chris White, Information Technology Support Technician Wes Baugh, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Finance Director Roger Bellomy, Director of Parks & Recreation Kory Alfred, Deputy Court Clerk Beth Bellomy, Communication and External Affairs Officer Samantha Magnuson, Communication and External Affairs Officer Deidra Briscoe, and Economic, External Affairs Officer Traci Gillespie, Deputy Fire Chief Chad Menard, and City Administrator Steve Smith.

Public Attendance registered: Leslie Duncan, Elaine Oakes, Alice Lessmann, Margi Daly, Lloyd LaCross, Kenneth Jackson, Kaye Goldthorpe, John Rory, Michael Sheehy, Lisa Grice, Billie Goodson, Lisa Blackman, Michael McKay, Travis Cummings, Joe Mullins, Shirl Guiliani, Kaye Floyd, Jim Chamberlain, Patrick Carlyle, Dee Voelkel, H. Michael Goodman

**AMENDMENTS TO AGENDA**

None

**APPROVAL OF MINUTES**

## **MINUTES NO. 2024-08-RG DATED April 28, 2025**

Council Member Powell moved to approve Minutes No. 2025-08-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

## **PRESENTATIONS AND AWARDS**

### **SPRING 2025 CIVIC AWARENESS ACADEMY GRADUATION**

Economic and External Affairs Officer Traci Gillespie presented the third graduating inaugural class with their certificates of completion

The Spring 2025 Civic Awareness Graduates were:

|                  |                        |
|------------------|------------------------|
| Lisa Blackmon    | Amy Mason              |
| Jennifer Breuer  | Roderick Matthews      |
| Patrick Carlyle  | Brenda Matthews        |
| Meagan Condrey   | Mike McFalls           |
| Travis Cummings  | Sharon McFalls         |
| Leslie Duncan    | Michael McKay          |
| Harold Ernest    | Christa Minor          |
| Kaye Floyd       | Shari Moore            |
| Rebecca Franz    | Scott Motz             |
| Lisa Grice       | Joe Mullins            |
| Shirl Guiliani   | Elaine Oakes           |
| Nadra Hatchett   | Jeff Ogden             |
| Christina Hearne | Christy Powers Hampton |
| Harry Hobbs      | Robert (Bob) Retsch    |
| Amos Humphries   | Andrea Simpson         |
| Melissa Lacey    | Wesley Sparks          |
| Rachel Lenzner   | Krishna Srikakolapu    |
| Alice Lessman    |                        |

### **PRESENTATION BY WARREN AVERETT ON THE RESULTS OF THE FY 2024 CITY AUDIT, SINGLE AUDIT AND BALLCORPS SPECIAL PROCEDURES**

CPA's Lee Parks and Rick Blanton gave an overview of the annual audit:

- Financial statements provided presented fairly in all material respects
- No transactions were noted that lacked authoritative guidance
- Accounting estimates and disclosures appeared reasonable and complete
- There were no difficulties with management during the audit
- Not aware of management consulting with other accountants for a second opinion

### **PUBLIC COMMENTS**

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

#### **JOEY CECI (DISTRICT 3)**

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

- Mowing grass in Town Madison along the new interchange

#### **ARTHUR KIRKINDALL (DISTRICT 7)**

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

- Declining sales tax revenues
- Requested sales tax revenue report for 2024-2025
- Would like to see how much sales tax was lost by the Water Board supplying water and sewer services outside the city limits
- Questions about plans to purchase the North Alabama Gas building

#### **JAMES CHAMBERLAIN (DISTRICT 5)**

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

- Water fluoridation

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

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

- Thanked representatives from Warren Averett for their presentation at the Finance Committee meeting
- Mowing grass in City-owned areas before Spring starts

## **CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

|  |                |
|--|----------------|
| General Operating account                | \$2,066,536.94 |
| ADEM Storm Drainage                      | \$700.00       |
| Gasoline Tax & Petroleum Inspection fees | \$40,042.83    |
| Street Repair and Maintenance            | \$339.79       |
| Library Building Fund                    | \$11,731.18    |
| Water Distribution and Storage           | \$1,000.00     |
| Venue Maintenance                        | \$41,693.17    |
| Regular and periodic bills to be paid    |                |

**Resolution No. 2025-148-R:** Approving a 36-month lease agreement with The Lioce Group, LLC, for a Canon Multi-Function Copier for use by the Fire Department at the Madison Public Safety Annex located at 230 Business Park Boulevard, Building 23A (\$291.55 per month to be paid from Fire Department budget)

**Resolution No. 2025-149-R:** Approving a 36-month lease agreement with The Lioce Group, LLC, for a Canon Multi-Function Copier for use by the IT Department at the Madison Public Safety Annex located at 230 Business Park Boulevard, Building 23A (\$291.55 per month to be paid from IT Department budget)

**Resolution No. 2025-150-R:** Approving a 36-month lease agreement with The Lioce Group, LLC, for a Canon Multi-Function Copier for use by the Police Department at the Madison Public Safety Annex located at 230 Business Park Boulevard, Building 23A (\$291.55 per month to be paid from Police Department budget)

**Resolution No. 2025-153-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 063690 on an incident which occurred March 29, 2025, to a Police vehicle (\$7,658.68 [minus \$1,000 deductible] to be deposited into General Operating account)

Acceptance of appropriation from District 2 Madison County Commissioner Steve Haraway to be used towards patrol car computers (\$71,000 to be deposited into Police Donations checking account)

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

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

Motion carried.

## **PRESENTATION OF REPORTS**

### **MAYOR PAUL FINLEY:**

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

- Thanked Sherrif Kevin Turner for being present for the meeting
- Confirmed sales tax is down around 2%, whereas our SSUT - internet tax has increased significantly
- NCAA Madison City Hall employee winner is Chris White

### **COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Encouraged citizens, anytime you can shop within Madison to please do so to keep our tax dollars not only within the city, but to support our school system
- Thanked Mayor Finley and Council President Seifert for the opportunity to attend the May 1<sup>st</sup> National Day of Prayer breakfast
- Encouraged everyone to go by the Madison Library to see the three beautiful new sculptures that are out front

**Resolution No. 2025-155-R:** Authorize funding from the Council Special Projects budget for the purchase of equipment for safety modifications for the Balch Road flashing signal (\$4,939.17 from Council Special Projects Budget)

Council Member Wroblewski moved to approve Resolution No. 2025-155-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

- A Public Hearing will be held on May 13<sup>th</sup> at 5:30 at Madison Utilities providing additional information about fluoridation
- A summary of changes for the mid-year budget were put in Council Members' email inboxes.

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

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

- No new business

**COUNCIL DISTRICT NO. 4 GREG SHAW**

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

Absent

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

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

Absent

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Thanked everyone who participated in Civic Awareness Academy
- Thanked the Police Department for their effort in a specific accident that occurred recently, where she felt that Officers really put extra effort into locating an injured woman
- Attended Wellstone Gala

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

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

- Reiterated Mayor's comments regarding SSUT sales tax
- Enjoyed speaking at the National Day of Prayer event

**Resolution No. 2025-145-R:** Appointing Fire Chief for the City of Madison

Council Member Seifert moved to approve Resolution No. 2025-145-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Newly appointed Fire Chief Brandy Williams took an Oath of Office given to her by Mayor Finley. Chief Williams thanked the Council for their support as well as Madison firefighters who have supported her along the way.

Council President Seifert announced there will be a Special Called Meeting on Friday, May 16<sup>th</sup> at 12 pm in the Council Chambers where a decision will be made for Toyota Field.

**BOARD/COMMITTEE APPOINTMENTS**

**PUBLIC HEARINGS**

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

**DEPARTMENTAL REPORTS**

**CITY CLERK**

**RESOLUTION NO. 2025-123-R: AUTHORIZING THE CONTINUED LEVYING OF AD VALOREM TAXES IN THE CITY OF MADISON AT EXISTING RATES**

Council Member Spears moved to approve Resolution No. 2025-123-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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



Council Member Karen Denzine

Aye

Council Member John Seifert

Aye

Motion carried.

**PROPOSED ORDINANCE NO. 2025-125: SETTING THE QUALIFICATION FEES FOR CANDIDATES RUNNING FOR MUNICIPAL OFFICE IN THE 2025 GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, AUGUST 26, 2025 (FIRST READING 04/28/2025)**

Council Member Wroblewski moved to approve Resolution No. 2025-125-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Mayor Finley asked when the last day to qualify is, and Ms. Thomas responded the last day to qualify is June 24<sup>th</sup>.

Council Member Maura Wroblewski

Aye

Council Member Connie Spears

Aye

Council Member Teddy Powell

Aye

Council Member Greg Shaw

Absent

Council Member Ranae Bartlett

Absent

Council Member Karen Denzine

Aye

Council Member John Seifert

Aye

Motion carried.

**ENGINEERING**

**RESOLUTION NO 2025-141-R: AUTHORIZING AMENDMENT NO. 4 WITH GOODWYN MILLS AND CAWOOD ON PROJECT 22-036 HUNTSVILLE-BROWNSFERRY BURGEE ROUNDABOUT FOR TWO LEGAL EXHIBITS AND DESCRIPTIONS TO ACQUIRE EASEMENTS (\$2,000 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Spears moved to approve Resolution No. 2025-141-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

Council President Seifert asked how the project is going timewise due to the recent rain. Mr. Johnson replied that it is still on track, and they are where they need to be.

Council Member Maura Wroblewski

Aye

Council Member Connie Spears

Aye

Council Member Teddy Powell

Aye

Council Member Greg Shaw

Absent

Council Member Ranae Bartlett

Absent

Council Member Karen Denzine

Aye

Council Member John Seifert

Aye

Motion carried.

**FIRE & RESCUE**

**RESOLUTION NO. 2025-147-R: APPROVING FIVE-YEAR EXTENSION OF  
MEMORANDUM OF UNDERSTANDING WITH MADISON UTILITIES FOR REGULAR  
AND PERIODIC INSPECTION AND FLOW TESTING OF FIRE HYDRANTS**

Council Member Powell moved to approve Resolution No. 2025-147-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**INFORMATION TECHNOLOGY**

**RESOLUTION NO. 2025-134-R: AUTHORIZING THE PURCHASE OF WIRELESS  
AND NETWORK EQUIPMENT FROM PC SOLUTIONS & INTEGRATION FOR THE  
PUBLIC SAFETY ANNEX BUILDING (\$26,827.92 TO BE PAID FROM IT  
DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2025-134-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2025-135-R: AUTHORIZING THE PURCHASE OF UPS BATTERY  
BACKUPS FROM CT INTEGRATED SOLUTIONS FOR THE PUBLIC SAFETY ANNEX  
BUILDING (\$15,785 TO BE PAID FROM IT DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2025-135-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2025-136-R: AUTHORIZING THE PURCHASE OF NETWORK FIREWALL FROM UNICO TECHNOLOGY FOR THE PUBLIC SAFETY ANNEX BUILDING (\$10,490.90 TO BE PAID FROM IT DEPARTMENT BUDGET)**

Council Member Spears moved to approve Resolution No. 2025-136-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**POLICE**

**RESOLUTION NO. 2025-151-R: AUTHORIZING A CONTRACTOR AGREEMENT WITH APPLIED DIGITAL SOLUTIONS, INC. FOR THE PURCHASE AND INSTALLATION OF INTERVIEW ROOM RECORDING CAMERAS AND SOFTWARE (\$29,999.72 TO BE PAID FROM POLICE DEPARTMENT BUDGET)**

Council Member Denzine moved to approve Resolution No. 2025-151-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RECREATION**

**RESOLUTION NO. 2025-146-R: AUTHORIZING AN AGREEMENT WITH PYRO SHOWS OF ALABAMA, INC. FOR JULY 3, 2025, FIREWORKS SHOW (\$16,000 TO BE PAID FROM RECREATION DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2025-146-R. Council Member Powell seconded. The vote was taken and recorded as follows:

|                                 |     |
|---------------------------------|-----|
| Council Member Maura Wroblewski | Aye |
| Council Member Connie Spears    | Aye |
| Council Member Teddy Powell     | Aye |

|                               |        |
|-------------------------------|--------|
| Council Member Greg Shaw      | Absent |
| Council Member Ranae Bartlett | Absent |
| Council Member Karen Denzine  | Aye    |
| Council Member John Seifert   | Aye    |

### **MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

None

### **ADJOURNMENT**

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

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

Motion carried.

The meeting was adjourned at 7:10 p.m.

Minutes No. 2025-09-RG, dated May 12<sup>th</sup>, 2025, read, approved and adopted this 27<sup>th</sup> day of May 2025.

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

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

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

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

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

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

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

Concur:

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

Attest:

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

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

**RESOLUTION NO. 2025-143-R**

**AUTHORIZING THE ACCEPTANCE OF AN INSURANCE SETTLEMENT FROM  
ALABAMA MUNICIPAL INSURANCE CORPORATION FOR DAMAGE TO A 2023  
FORD EXPLORER (CLAIM NO. 063596)**

**WHEREAS**, on March 18, 2025, at approximately 1:07 P.M., a 2023 Ford Explorer assigned to the Madison Police Department was involved in a collision resulting in property damage; and

**WHEREAS**, the Alabama Municipal Insurance Corporation (AMIC), the City of Madison's insurance provider, has determined that the vehicle is a total loss and has offered a settlement in the amount of \$47,062.00 subject to a \$1,000.00 deductible; and

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

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the settlement offer from AMIC in the amount of \$47,062.00, less a \$1,000.00 deductible, is hereby accepted; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is authorized to execute any and all documents necessary to finalize the settlement related to Claim No. 063596MT.

**READ, PASSED AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of May 2025

\_\_\_\_\_  
*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 Garner  
AGENT

063596MT  
ADJUSTER FILE NUMBER  
063596  
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.    |
|------|------|----------|-------------------|
| 2023 | Ford | Explorer | 1FM5K8AB2PGC00857 |

**DATE OF LOSS  
CAUSE**

A loss occurred on the 18TH day of March, 2025, about the hour of 1:07 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collision.

**LOCATION  
OWNERSHIP**

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

**VALUE**

(If a total loss)

The actual cash value of above described automobile at the time of said loss ..... \$47,062.00

**WHOLE LOSS**

THE ACTUAL LOSS AND DAMAGE to above described automobile was .....

**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 .... \$46,062.00

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

SIGNATURE

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

Subscribed and sworn to before me this

14<sup>th</sup> day of May, 2025



*Lisa D. Thomas*  
NOTARY PUBLIC



**RESOLUTION NO. 2025-177-R****AUTHORIZING PARTICIPATION IN THE  
MAIN STREET ALABAMA PROGRAM**

**WHEREAS**, the Main Street Alabama Program has been established to support cities' efforts to revitalize their historic downtown commercial and neighborhood areas through economic development, historic preservation, and community engagement; and

**WHEREAS**, participation in the Main Street Alabama program aligns with the City of Madison's goals of strengthening its downtown district, encouraging local business growth, and enhancing the quality of life for residents and visitors; and

**WHEREAS**, the Mayor and the City Council of the City of Madison desire to participate in the Main Street Alabama program for a three-year term, beginning in July 2025, with an annual investment of approximately \$40,000 to be paid from the Mayor's Special Projects budget;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, as follows:**

**SECTION 1:** That the City Council supports the City of Madison's application for selection to participate in the Main Street Alabama Program with the specific goals of revitalizing the downtown historic neighborhood commercial district and supporting the preservation and rehabilitation of its historic buildings.

**SECTION 2:** That the City of Madison will support the goals of the Main Street Alabama Program if selected.

**SECTION 3:** That the City of Madison will provide funding for a Main Street Program Executive Director in coordination with downtown business owners and Madison Visionary Partners.

**SECTION 4:** That the Mayor or his designee is hereby authorized to execute all necessary documents and take any actions required to implement this resolution and participate in the Main Street Alabama Program, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the current fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

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

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

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*Paul Finley, Mayor*  
City of Madison, Alabama

## RESOLUTION NO. 2025-086-R

### A RESOLUTION TO ADOPT THE AMENDED ANNUAL OPERATING BUDGET FOR THE CITY OF MADISON, ALABAMA, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025, AND DECLARING THAT THE SAME SHALL CONSTITUTE THE AMENDED ANNUAL OPERATING BUDGET OF THE CITY OF MADISON, ALABAMA, FOR SAID FISCAL YEAR

**WHEREAS**, the City Council of the City of Madison adopted its Fiscal Year 2025 Annual Operating Budget on September 24, 2024, by Resolution No. 2024-274-R; and

**WHEREAS**, the Mayor, City Council Finance Committee, and the Finance Department have made a thorough review of said operating budget and have prepared revisions to the annual operating budget to reflect changes in the beginning resources, revenues, other financing sources, expenditures, and other financing uses essential for the City of Madison since the date the operating budget was adopted.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, sitting in a regular session as follows:

A. That Sections 1 and 2 of Resolution No. 2024-274-R adopting the Annual Operating Budget of the City of Madison for Fiscal Year 2025 are hereby repealed, and in substitution thereof, the following Sections 1 and 2 are adopted:

1. That the Fiscal Year 2025 Amended Annual Operating Budget Document provides for the appropriation of total Beginning Resources, Estimated Revenues, and Other Financing Sources as follows:

|                          |              |
|--------------------------|--------------|
| A. General Fund          | \$76,172,270 |
| B. Special Revenue Funds | \$39,694,395 |
| C. Debt Service Fund     | \$21,930,573 |

2. That the Fiscal Year 2025 Amended Annual Operating Budget Document provides for the appropriation of total Expenditures and Other Financing Uses as follows:

|                          |              |
|--------------------------|--------------|
| A. General Fund          | \$76,172,270 |
| B. Special Revenue Funds | \$39,694,395 |
| C. Debt Service Fund     | \$21,930,573 |

B. All other provisions of Resolution No. 2024-274-R shall remain in full force and effect.

**READ, APPROVED, AND ADOPTED** this 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

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

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_ 2025.

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

GENERAL FUND  
BUDGET SUMMARY  
REVENUES, OTHER FINANCING SOURCES, EXPENDITURES, OTHER FINANCING USES AND FUND BALANCE  
FY 2025 Mid-Year Budget

DATE: 2025-05-16

| Description                                       | Audited<br>Actuals<br>9/30/2023 | Unaudited<br>Actuals<br>9/30/2024 | FY 2025<br>Initial<br>Budget | Actuals<br>as of<br>2/28/25 | FY 2025 Mid-Year Budget |                   |                          |                    |
|---|---------------------------------|-----------------------------------|------------------------------|-----------------------------|-------------------------|-------------------|--------------------------|--------------------|
|   |                                 |                                   |                              |                             | Department<br>Requested | Mayor<br>Proposed | Finance Comm<br>Proposed | Council<br>Adopted |
| <b>REVENUES</b>                                   |                                 |                                   |                              |                             |                         |                   |                          |                    |
| Taxes   | \$ 42,536,164                   | \$ 41,319,012                     | \$ 41,286,473                | \$ 21,396,188               | \$ 41,316,473           | \$ 41,166,473     | \$ 41,166,473            | \$ -               |
| Licenses and Permits                              | 7,318,374                       | 7,056,045                         | 6,668,931                    | 5,138,375                   | 6,926,431               | 6,926,431         | 6,926,431                | -                  |
| Intergovernmental                                 | 4,057,964                       | 87,524                            | 41,000                       | 17,793                      | 41,000                  | 41,000            | 41,000                   | -                  |
| Charges for Services                              | 2,924,949                       | 4,575,071                         | 4,128,955                    | 1,926,217                   | 4,143,506               | 4,143,506         | 4,143,506                | -                  |
| Fines   | 1,044,031                       | 1,115,752                         | 850,000                      | 461,446                     | 850,000                 | 850,000           | 850,000                  | -                  |
| Investment Earnings                               | 1,157,773                       | 1,254,367                         | 800,000                      | 327,920                     | 850,000                 | 800,000           | 800,000                  | -                  |
| Contributions and Donations                       | 97,738                          | 521,477                           | 28,561                       | 23,059                      | 23,059                  | 23,059            | 23,059                   | -                  |
| Other Revenues                                    | 1,762,588                       | 828,522                           | 712,050                      | 162,346                     | 751,109                 | 751,109           | 751,109                  | -                  |
| <b>TOTAL REVENUES</b>                             | <b>60,899,581</b>               | <b>56,757,770</b>                 | <b>54,515,970</b>            | <b>29,453,344</b>           | <b>54,901,578</b>       | <b>54,701,578</b> | <b>54,701,578</b>        | <b>-</b>           |
| <b>OTHER FINANCING SOURCES</b>                    |                                 |                                   |                              |                             |                         |                   |                          |                    |
| Transfers In & Sale of Fixed Assets               | 623,661                         | 5,226,547                         | 1,679,680                    | 5,486,753                   | 5,654,253               | 5,654,253         | 5,654,253                | -                  |
| <b>TOTAL OTHER FINANCING SOURCES</b>              | <b>623,661</b>                  | <b>5,226,547</b>                  | <b>1,679,680</b>             | <b>5,486,753</b>            | <b>5,654,253</b>        | <b>5,654,253</b>  | <b>5,654,253</b>         | <b>-</b>           |
| <b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b> | <b>61,523,242</b>               | <b>61,984,317</b>                 | <b>56,195,650</b>            | <b>34,940,097</b>           | <b>60,555,831</b>       | <b>60,355,831</b> | <b>60,355,831</b>        | <b>-</b>           |
| <b>EXPENDITURES</b>                               |                                 |                                   |                              |                             |                         |                   |                          |                    |
| 010 - General Services                            | 11,803,237                      | 11,741,612                        | 8,555,318                    | 9,160,312                   | 12,656,044              | 12,656,044        | 12,656,044               | -                  |
| 020 - Police Department                           | 9,495,394                       | 10,018,803                        | 11,837,946                   | 4,475,771                   | 12,119,382              | 12,005,596        | 12,005,596               | -                  |
| 030 - Public Works Department                     | 4,026,992                       | 4,690,599                         | 5,919,160                    | 1,952,717                   | 5,919,160               | 5,938,160         | 5,938,160                | -                  |
| 040 - City Clerk Department                       | 414,507                         | 401,875                           | 705,358                      | 210,751                     | 717,958                 | 727,958           | 727,958                  | -                  |
| 050 - Parks & Recreation Department               | 5,000,187                       | 5,804,381                         | 7,178,222                    | 2,488,775                   | 7,693,944               | 7,511,513         | 7,511,513                | -                  |
| 060 - Fire & Rescue Department                    | 7,772,548                       | 8,607,704                         | 8,904,746                    | 3,618,142                   | 9,482,739               | 9,354,196         | 9,354,196                | -                  |
| 070 - Planning / Economic Development Department  | 642,400                         | 682,621                           | 1,127,526                    | 288,043                     | 1,127,526               | 1,127,526         | 1,127,526                | -                  |
| 080 - Court Clerk Department                      | 1,453,283                       | 1,609,093                         | 1,948,028                    | 652,063                     | 1,962,528               | 1,962,528         | 1,962,528                | -                  |
| 090 - City Council                                | 196,451                         | 163,058                           | 299,796                      | 72,203                      | 299,796                 | 299,796           | 299,796                  | -                  |
| 100 - Finance Department                          | 681,650                         | 753,979                           | 869,191                      | 335,041                     | 869,191                 | 869,191           | 868,840                  | -                  |
| 120 - Human Resources Department                  | 6,247,100                       | 7,091,310                         | 8,610,377                    | 3,289,320                   | 8,975,377               | 8,725,377         | 8,725,377                | -                  |
| 130 - Mayor's Office                              | 436,698                         | 561,226                           | 610,291                      | 242,152                     | 610,291                 | 650,291           | 650,291                  | -                  |
| 140 - Revenue Department                          | 253,133                         | 194,647                           | 277,896                      | 86,967                      | 276,396                 | 276,396           | 276,396                  | -                  |
| 150 - Engineering Department                      | 5,394,130                       | 3,519,301                         | 5,949,346                    | 1,047,119                   | 6,920,636               | 6,695,636         | 6,695,636                | -                  |
| 160 - Senior Center Division                      | 371,459                         | 458,160                           | 942,673                      | 258,304                     | 937,173                 | 937,173           | 937,173                  | -                  |
| 170 - Buildings & Ground Control                  | -                               | 1,715,036                         | 2,306,873                    | 671,298                     | 2,366,524               | 2,366,524         | 2,366,524                | -                  |
| 180 - Information Technology Department           | 936,297                         | 1,141,588                         | 1,506,496                    | 777,934                     | 1,802,877               | 1,682,140         | 1,682,140                | -                  |
| 190 - Legal Department                            | 538,545                         | 528,930                           | 638,340                      | 283,447                     | 696,072                 | 696,072           | 696,072                  | -                  |
| 200 - Building Services Department                | 1,065,341                       | 782,549                           | 941,504                      | 264,740                     | 947,504                 | 947,504           | 947,504                  | -                  |
| <b>TOTAL EXPENDITURES</b>                         | <b>56,729,352</b>               | <b>60,466,472</b>                 | <b>69,129,087</b>            | <b>30,175,099</b>           | <b>76,381,118</b>       | <b>75,429,621</b> | <b>75,429,270</b>        | <b>-</b>           |
| <b>OTHER FINANCING USES</b>                       |                                 |                                   |                              |                             |                         |                   |                          |                    |
| Transfers Out                                     | 5,874,200                       | 4,950,000                         | 400,000                      | 743,000                     | 743,000                 | 743,000           | 743,000                  | -                  |
| <b>TOTAL OTHER FINANCING USES</b>                 | <b>5,874,200</b>                | <b>4,950,000</b>                  | <b>400,000</b>               | <b>743,000</b>              | <b>743,000</b>          | <b>743,000</b>    | <b>743,000</b>           | <b>-</b>           |



GENERAL FUND  
BUDGET SUMMARY  
REVENUES, OTHER FINANCING SOURCES, EXPENDITURES, OTHER FINANCING USES AND FUND BALANCE  
FY 2025 Mid-Year Budget

DATE: 2025-05-16

| Description   | Audited<br>Actuals<br>9/30/2023 | Unaudited<br>Actuals<br>9/30/2024 | FY 2025<br>Initial<br>Budget | Actuals<br>as of<br>2/28/25 | FY 2025 Mid-Year Budget |                   |                          |                    |
|---|---------------------------------|-----------------------------------|------------------------------|-----------------------------|-------------------------|-------------------|--------------------------|--------------------|
|   |                                 |                                   |                              |                             | Department<br>Requested | Mayor<br>Proposed | Finance Comm<br>Proposed | Council<br>Adopted |
| TOTAL EXPENDITURES AND OTHER FINANCING USES   | 62,603,552                      | 65,416,472                        | 69,529,087                   | 30,918,099                  | 77,124,118              | 76,172,621        | 76,172,270               | -                  |
| TOTAL REVENUES AND OTHER FINANCING SOURCES<br>OVER (UNDER) TOTAL EXPENDITURES AND OTHER<br>FINANCING USES | (1,080,310)                     | (3,432,155)                       | (13,333,437)                 | 4,021,998                   | (16,568,287)            | (15,816,790)      | (15,816,439)             | -                  |
| FUND BALANCE - BEGINNING OCT 1  | 27,176,622                      | 32,784,426                        | 28,271,788                   | 28,271,788                  | 28,271,788              | 28,271,788        | 28,271,788               | 28,271,788         |
| ASSIGNED - (15% of total revenues - by Ordinance)   | 9,228,486                       | 9,297,648                         | 8,429,348                    | 5,241,015                   | 9,083,375               | 9,053,375         | 9,053,375                | -                  |
| UNASSIGNED  | 16,867,826                      | 20,054,623                        | 6,509,003                    | 27,052,771                  | 2,620,126               | 3,401,623         | 3,401,974                | 28,271,788         |
| FUND BALANCE - SEPTEMBER 30   | \$ 26,096,312                   | \$ 29,352,271                     | \$ 14,938,351                | \$ 32,293,786               | \$ 11,703,501           | \$ 12,454,998     | \$ 12,455,349            | \$ 28,271,788      |
| Fund Balance as percent of Estimated Revenues and<br>Other Financing Sources                              | 42.42%                          | 47.35%                            | 26.58%                       | 57.47%                      | 19.33%                  | 20.64%            | 20.64%                   | #DIV/0!            |

SPECIAL REVENUE FUNDS  
FY 2025 Budget  
SUMMARY

Part 1 of 2

| Description  | Storm<br>Water<br>User<br>Fee<br>Fund<br>#11 | 1/2 cent<br>Sales Tax<br>Capital<br>Replacement<br>Fund<br>#12 | 1/2 cent<br>Sales Tax<br>Neighborhood<br>Repaving<br>Fund<br>#13 | Gas Tax<br>Fund<br>#20 | TVA Tax<br>Fund<br>#22 | FORBEARANCE<br>Street<br>Repair<br>& Maintenance<br>Fund<br>#29 | Town<br>Madison<br>Cooperative<br>District<br>#37 | Library<br>Fund<br>#70 |
|--|--|--|--|------------------------|------------------------|---|---|------------------------|
| <b>REVENUES</b>  |  |  |  |                        |                        |   |   |                        |
| TVA Tax Proceeds   | \$ -   | \$ -   | \$ -   | \$ -                   | \$ 80,000              | \$ -  | \$ -  | \$ -                   |
| Motor Fuel (Gas Taxes)   | -  | -  | -  | 2,071,347              | -                      | -   | -   | -                      |
| Property Taxes - 1/2 mil (for library)                         | -  | -  | -  | -                      | -                      | -   | -   | 591,430                |
| Property Taxes - 5 1/2 mil (for debt)                          | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Property Taxes - Town Madison Cooperative District             | -  | -  | -  | -                      | -                      | -   | 376,190   | -                      |
| Sales Taxes - 1/2 cent - General Obligation Debt               | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Sales Taxes - 1/2 Cent - Passed 2013                           | -  | 1,312,500  | 1,312,500  | -                      | -                      | -   | -   | -                      |
| Sales Taxes - 2 Cent - Shoppes of Madison                      | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Sales Taxes - 1/2 Cent - Shoppes of Madison                    | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Sales Taxes - 1/2 Cent - Shoppes of Madison - Passed 2013      | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Sales Taxes - Town Madison Cooperative District                | -  | -  | -  | -                      | -                      | -   | 2,851,395   | -                      |
| Sales Taxes - Venue  | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Liquor Taxes - Venue   | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Liquor Taxes - Town Madison Cooperative District               | -  | -  | -  | -                      | -                      | -   | 280,841   | -                      |
| Lodging Taxes - Venue  | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Lodging Taxes - Town Madison Cooperative District              | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Business Licenses  | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Venue Operations Revenue                                       | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Fines  | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Intergovernmental (Grants)                                     | -  | 45,454   | -  | -                      | -                      | -   | -   | -                      |
| Storm Water Fees   | 340,390                                      | -  | -  | -                      | -                      | -   | -   | -                      |
| Investment Earnings  | 25,000                                       | 8,000  | 45,000   | 210,000                | 50                     | 3,000   | 75,000  | 23,915                 |
| Contributions and Donations                                    | -  | 128,775  | -  | -                      | -                      | -   | -   | -                      |
| Other Revenues   | -  | -  | -  | -                      | -                      | 50,000  | -   | -                      |
| <b>TOTAL REVENUES</b>  | <b>365,390</b>                               | <b>1,494,729</b>   | <b>1,357,500</b>   | <b>2,281,347</b>       | <b>80,050</b>          | <b>53,000</b>   | <b>3,583,426</b>                                  | <b>615,345</b>         |
| <b>OTHER FINANCING SOURCES</b>                                 |  |  |  |                        |                        |   |   |                        |
| Transfers In   | -  | -  | -  | -                      | -                      | -   | 2,000,000   | 650,000                |
| <b>TOTAL OTHER FINANCING SOURCES</b>                           | <b>-</b>                                     | <b>-</b>   | <b>-</b>   | <b>-</b>               | <b>-</b>               | <b>-</b>  | <b>2,000,000</b>                                  | <b>650,000</b>         |
| <b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>              | <b>365,390</b>                               | <b>1,494,729</b>   | <b>1,357,500</b>   | <b>2,281,347</b>       | <b>80,050</b>          | <b>53,000</b>   | <b>5,583,426</b>                                  | <b>1,265,345</b>       |
| <b>EXPENDITURES</b>  |  |  |  |                        |                        |   |   |                        |
| General Administration   | -  | -  | -  | -                      | 52,000                 | -   | 5,000   | 1,187,782              |
| Police Department  | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Public Works Department  | -  | -  | -  | 1,360,000              | -                      | 95,000  | -   | -                      |
| Fire Department  | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Engineering Department   | 346,260                                      | -  | 972,400  | 650,000                | -                      | -   | -   | -                      |
| Senior Center  | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| Capital Outlay   | -  | 1,573,110  | -  | -                      | -                      | -   | -   | -                      |
| <b>TOTAL EXPENDITURES</b>                                      | <b>346,260</b>                               | <b>1,573,110</b>   | <b>972,400</b>   | <b>2,010,000</b>       | <b>52,000</b>          | <b>95,000</b>   | <b>5,000</b>                                      | <b>1,187,782</b>       |
| <b>OTHER FINANCING USES</b>                                    |  |  |  |                        |                        |   |   |                        |
| Transfers Out  | -  | -  | -  | -                      | 28,000                 | -   | 5,318,663   | -                      |
| Transfers Out  | -  | -  | -  | -                      | -                      | -   | -   | -                      |
| <b>TOTAL OTHER FINANCING USES</b>                              | <b>-</b>                                     | <b>-</b>   | <b>-</b>   | <b>-</b>               | <b>28,000</b>          | <b>-</b>  | <b>5,318,663</b>                                  | <b>-</b>               |
| <b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>             | <b>346,260</b>                               | <b>1,573,110</b>   | <b>972,400</b>   | <b>2,010,000</b>       | <b>80,000</b>          | <b>95,000</b>   | <b>5,323,663</b>                                  | <b>1,187,782</b>       |
| <b>TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER)</b> | <b>19,130</b>                                | <b>(78,381)</b>  | <b>385,100</b>   | <b>271,347</b>         | <b>50</b>              | <b>(42,000)</b>   | <b>259,763</b>                                    | <b>77,563</b>          |
| <b>BEGINNING FUND BALANCE - OCTOBER 1</b>                      | <b>755,811</b>                               | <b>523,912</b>   | <b>1,830,588</b>   | <b>6,553,257</b>       | <b>660</b>             | <b>82,398</b>   | <b>2,845,083</b>                                  | <b>698,093</b>         |
| <b>ENDING FUND BALANCE - SEPTEMBER 30</b>                      | <b>\$ 774,941</b>                            | <b>\$ 445,531</b>  | <b>\$ 2,215,688</b>  | <b>\$ 6,824,604</b>    | <b>\$ 710</b>          | <b>\$ 40,398</b>  | <b>\$ 3,104,846</b>                               | <b>\$ 775,656</b>      |



SPECIAL REVENUE FUNDS  
FY 2025 Budget  
SUMMARY  
Part 2 of 2

| Description  | General<br>Obligation<br>Bond<br>Collection<br>Fund<br>#71 | Multi-Purpose<br>Venue<br>Capital<br>Maintenance<br>Fund<br>#73 | Municipal<br>Court<br>Fund<br>#74 | Multi-Purpose<br>Venue<br>Bond<br>Collection<br>Fund<br>#75 | Municipal<br>Government<br>Capital<br>Improvement<br>Fund<br>#76 | Federal<br>Forfeiture<br>Fund<br>#77 | State<br>Forfeiture<br>Fund<br>#80 | CPR<br>Fund<br>#82 | TOTAL<br>FY 2024<br>MID-YEAR |
|--|--|---|-----------------------------------|---|--|--------------------------------------|------------------------------------|--------------------|------------------------------|
| <b>REVENUES</b>  |  |   |                                   |   |  |                                      |                                    |                    |                              |
| TVA Tax Proceeds   | \$ -   | \$ -  | \$ -                              | \$ -  | \$ -   | \$ -                                 | \$ -                               | \$ -               | 80,000                       |
| Motor Fuel (Gas Taxes)   | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 2,071,347                    |
| Property Taxes - 1/2 mil (for library)                         | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 591,430                      |
| Property Taxes - 5 1/2 mil (for debt)                          | 6,505,715  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 6,505,715                    |
| Property Taxes - Town Madison Cooperative District             | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 376,190                      |
| Sales Taxes - 1/2 cent - General Obligation Debt               | 5,250,000  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 5,250,000                    |
| Sales Taxes - 1/2 Cent - Passed 2013                           | 2,625,000  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 5,250,000                    |
| Sales Taxes - 2 Cent - Shoppes of Madison                      | 1,813,230  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 1,813,230                    |
| Sales Taxes - 1/2 Cent - Shoppes of Madison                    | 453,308  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 453,308                      |
| Sales Taxes - 1/2 Cent - Shoppes of Madison - Passed 2013      | 226,654  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 226,654                      |
| Sales Taxes - Town Madison Cooperative District                | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 2,851,395                    |
| Sales Taxes - Venue  | -  | -   | -                                 | 475,640   | -  | -                                    | -                                  | -                  | 475,640                      |
| Liquor Taxes - Venue   | -  | -   | -                                 | 46,103  | -  | -                                    | -                                  | -                  | 46,103                       |
| Liquor Taxes - Town Madison Cooperative District               | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 280,841                      |
| Lodging Taxes - Venue  | -  | -   | -                                 | 2,275,788   | -  | -                                    | -                                  | -                  | 2,275,788                    |
| Lodging Taxes - Town Madison Cooperative District              | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | -                            |
| Business Licenses  | -  | -   | -                                 | 7,002   | -  | -                                    | -                                  | -                  | 7,002                        |
| Venue Operations Revenue                                       | -  | -   | -                                 | 996,000   | -  | -                                    | -                                  | -                  | 996,000                      |
| Fines  | -  | -   | 295,000                           | -   | -  | -                                    | -                                  | -                  | 295,000                      |
| Intergovernmental (Grants)                                     | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 45,454                       |
| Storm Water Fees   | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 340,390                      |
| Investment Earnings  | 602,250  | 175,000   | 45,000                            | 145,000   | 100,000  | -                                    | -                                  | -                  | 1,457,215                    |
| Contributions and Donations                                    | -  | -   | -                                 | -   | -  | -                                    | -                                  | 5,000              | 133,775                      |
| Other  | -  | -   | -                                 | -   | 520,000  | -                                    | 20,000                             | -                  | 590,000                      |
| <b>TOTAL REVENUES</b>  | <b>17,476,157</b>  | <b>175,000</b>  | <b>340,000</b>                    | <b>3,945,533</b>  | <b>620,000</b>   | <b>-</b>                             | <b>20,000</b>                      | <b>5,000</b>       | <b>32,412,477</b>            |
| <b>OTHER FINANCING SOURCES</b>                                 |  |   |                                   |   |  |                                      |                                    |                    |                              |
| Transfers In   | -  | 500,000   | -                                 | -   | -  | -                                    | -                                  | -                  | 3,150,000                    |
| <b>TOTAL OTHER FINANCING SOURCES</b>                           | <b>-</b>   | <b>500,000</b>  | <b>-</b>                          | <b>-</b>  | <b>-</b>   | <b>-</b>                             | <b>-</b>                           | <b>-</b>           | <b>3,150,000</b>             |
| <b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>              | <b>17,476,157</b>  | <b>675,000</b>  | <b>340,000</b>                    | <b>3,945,533</b>  | <b>620,000</b>   | <b>-</b>                             | <b>20,000</b>                      | <b>5,000</b>       | <b>35,562,477</b>            |
| <b>EXPENDITURES</b>  |  |   |                                   |   |  |                                      |                                    |                    |                              |
| General Administration   | 20,000   | 500,000   | -                                 | 225,000   | -  | -                                    | -                                  | -                  | 1,989,782                    |
| Police Department  | -  | -   | -                                 | -   | -  | 4,220                                | 20,000                             | -                  | 24,220                       |
| Public Works Department  | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 1,455,000                    |
| Fire Department  | -  | -   | -                                 | -   | -  | -                                    | -                                  | 21,000             | 21,000                       |
| Engineering Department   | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 1,968,660                    |
| Senior Center  | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | -                            |
| Capital Outlay   | -  | -   | -                                 | -   | -  | -                                    | -                                  | -                  | 1,573,110                    |
| <b>TOTAL EXPENDITURES</b>                                      | <b>20,000</b>  | <b>500,000</b>  | <b>-</b>                          | <b>225,000</b>  | <b>-</b>   | <b>4,220</b>                         | <b>20,000</b>                      | <b>21,000</b>      | <b>7,031,772</b>             |
| <b>OTHER FINANCING USES</b>                                    |  |   |                                   |   |  |                                      |                                    |                    |                              |
| Transfers Out  | 10,016,680   | -   | 167,500                           | -   | 4,000,000  | -                                    | -                                  | -                  | 19,530,843                   |
| Transfers Out  | 7,993,277  | 2,000,000   | -                                 | 3,138,503   | -  | -                                    | -                                  | -                  | 13,131,780                   |
| <b>TOTAL OTHER FINANCING USES</b>                              | <b>18,009,957</b>  | <b>2,000,000</b>  | <b>167,500</b>                    | <b>3,138,503</b>  | <b>4,000,000</b>   | <b>-</b>                             | <b>-</b>                           | <b>-</b>           | <b>32,662,623</b>            |
| <b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>             | <b>18,029,957</b>  | <b>2,500,000</b>  | <b>167,500</b>                    | <b>3,363,503</b>  | <b>4,000,000</b>   | <b>4,220</b>                         | <b>20,000</b>                      | <b>21,000</b>      | <b>39,694,395</b>            |
| <b>TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER)</b> | <b>(553,800)</b>   | <b>(1,825,000)</b>  | <b>172,500</b>                    | <b>582,030</b>  | <b>(3,380,000)</b>   | <b>(4,220)</b>                       | <b>-</b>                           | <b>(16,000)</b>    | <b>(4,131,918)</b>           |
| <b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>             |  |   |                                   |   |  |                                      |                                    |                    |                              |
| <b>BEGINNING FUND BALANCE - OCTOBER 1</b>                      | <b>\$ 22,887,607</b>                                       | <b>4,417,252</b>  | <b>1,097,996</b>                  | <b>5,736,169</b>  | <b>5,638,094</b>   | <b>4,221</b>                         | <b>49,563</b>                      | <b>30,055</b>      | <b>53,150,759</b>            |
| <b>ENDING FUND BALANCE - SEPTEMBER 30</b>                      | <b>\$ 22,333,807</b>                                       | <b>\$ 2,592,252</b>   | <b>\$ 1,270,496</b>               | <b>\$ 6,318,199</b>   | <b>\$ 2,258,094</b>  | <b>\$ 1</b>                          | <b>\$ 49,563</b>                   | <b>\$ 14,055</b>   | <b>\$ 49,018,841</b>         |

DEBT SERVICE FUNDS  
CITY OF MADISON & MADISON CITY SCHOOLS  
SUMMARY  
FY 2025 Budget

| Description  | CITY<br>FY 2025<br>Debt Service<br>Fund #48 | SCHOOL<br>FY 2025<br>Debt Service<br>Fund #46 | TOTAL<br>FY 2025<br>BUDGET |
|--|---|---|----------------------------|
| <b>OTHER FINANCING SOURCES</b>                                       |   |   |                            |
| Transfers In - from Fund # 71  | \$ 7,993,277                                | \$ -  | \$ 7,993,277               |
| Transfers In - from Fund #37   | 5,318,663                                   | -   | 5,318,663                  |
| Transfers In - from Fund # 75  | 3,138,503                                   | -   | 3,138,503                  |
| Transfers In - from School System                                    | -   | 5,480,130                                     | 5,480,130                  |
| <b>TOTAL OTHER FINANCING SOURCES</b>                                 | <b>16,450,443</b>                           | <b>5,480,130</b>                              | <b>21,930,573</b>          |
| <b>DEBT SERVICE</b>  |   |   |                            |
| Interest Expense   | 8,450,443                                   | 2,405,130                                     | 10,855,573                 |
| Payment on Debt  | 8,000,000                                   | 3,075,000                                     | 11,075,000                 |
| <b>TOTAL DEBT SERVICE</b>  | <b>16,450,443</b>                           | <b>5,480,130</b>                              | <b>21,930,573</b>          |
| <b>TOTAL OTHER FINANCING SOURCES OVER (UNDER) TOTAL DEBT SERVICE</b> | \$ -  | \$ -  | \$ -                       |

## ORDINANCE NO. 2025-104

### 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 B3 (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 B3 (General Business District):

A TRACT OR PARCEL OF LAND BEING A PORTION OF LOT 2, THE SHOPPES OF MADISON, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AS INSTRUMENT NO. 20110208000078310, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH WEST CORNER OF LOT 7 OF SAID THE SHOPPES OF MADISON, SAID POINT OF BEGINNING LYING ON THE SOUTHEAST RIGHT-OF-WAY MARGIN OF U.S. HIGHWAY 72 AND BEING A COMMON CORNER WITH SAID LOT 2; THENCE SOUTH 12°25'42" EAST ALONG THE COMMON BOUNDARY LINES OF SAID LOT 2 AND LOT 7 A DISTANCE OF 194.00 FEET; THENCE CONTINUE SOUTH 57°25'22" EAST ALONG THE COMMON BOUNDARY LINES OF SAID LOT 2 AND LOT 7 A DISTANCE OF 21.21 FEET; THENCE LEAVE SAID LOT 7 SOUTH 77°34'18" WEST A DISTANCE OF 55.75 FEET; THENCE NORTH 87°39'59" WEST A DISTANCE OF 174.85 FEET;

THENCE NORTH 02°09'35" EAST A DISTANCE OF 154.46 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 26.32 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF NORTH 39°51'56" EAST, WITH A CHORD LENGTH OF 24.46 FEET TO THE SOUTHEAST RIGHT-OF-WAY MARGIN OF U.S. HIGHWAY 72; THENCE NORTH 77°34'18" EAST ALONG THE SOUTHEAST RIGHT-OF-WAY MARGIN OF U.S. HIGHWAY 72 A DISTANCE OF 151.57 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 36,635.6± SQUARE FEET, 0.841± ACRES.

**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 B3 (General Business 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 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

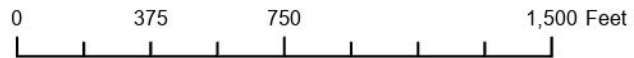
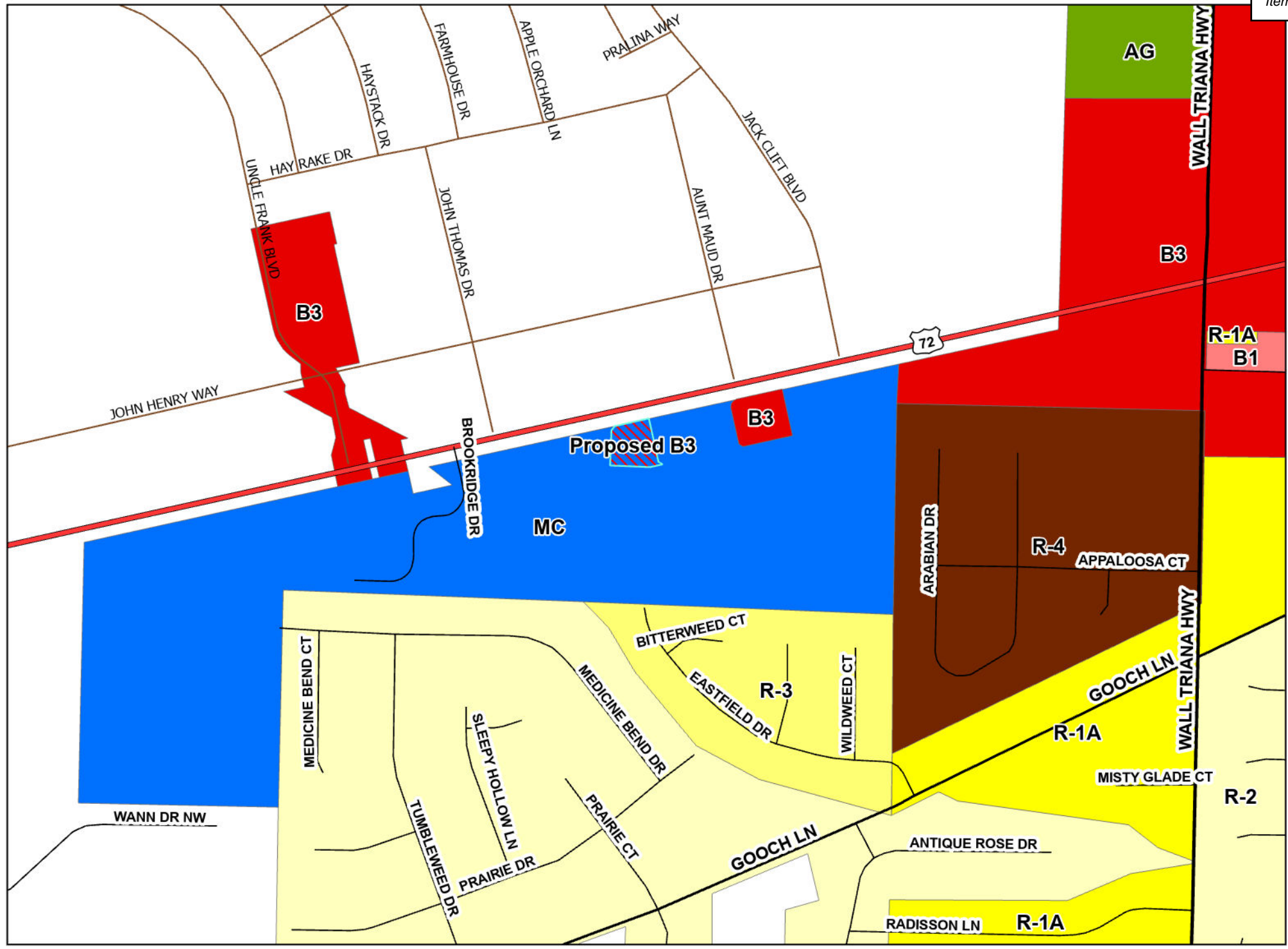
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***Lisa Thomas, City Clerk-Treasurer***  
**City of Madison, Alabama**

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

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



Proposed MC to B3 Zoning





**ORDINANCE NO. 2025-106**

**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 B1  
(NEIGHBORHOOD 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 B1 (Neighborhood Business District):

PROPERTY DESCRIPTION FROM DOCUMENT NO. 20040913000364590,  
PROBATE RECORDS, MADISON COUNTY, ALABAMA:

ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST IN THE TOWN OF MADISON, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS SOUTH 0 DEGREES 48 MINUTES WEST 25.0 FEET FROM THE CENTER OF THE NORTH BOUNDARY OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST; SAID POINT BEING ON THE SOUTH MARGIN OF A 50.0 FOOT WIDE PUBLIC ROAD; THENCE FROM THE TRUE PLACE OF BEGINNING, SOUTH 0 DEGREES 48 MINUTES WEST 610.8 FEET; THENCE NORTH 87 DEGREES 57 MINUTES WEST 208.0 FEET; THENCE NORTH 1 DEGREE 00 MINUTES EAST 603.3 FEET TO A POINT ON THE SOUTH MARGIN OF A 50.0 FOOT WIDE PUBLIC ROAD; THENCE NORTH 89 DEGREES 57 MINUTES EAST ALONG SAID SOUTH MARGIN A DISTANCE OF 205.9 FEET TO THE TRUE PLACE OF BEGINNING.

SUBJECT TO THAT CERTAIN GRANT OF EASEMENT TO THE CITY OF MADISON, DATED SEPTEMBER 2, 2004, AND APPEARING ON RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

**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 B1 (Neighborhood Business 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 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

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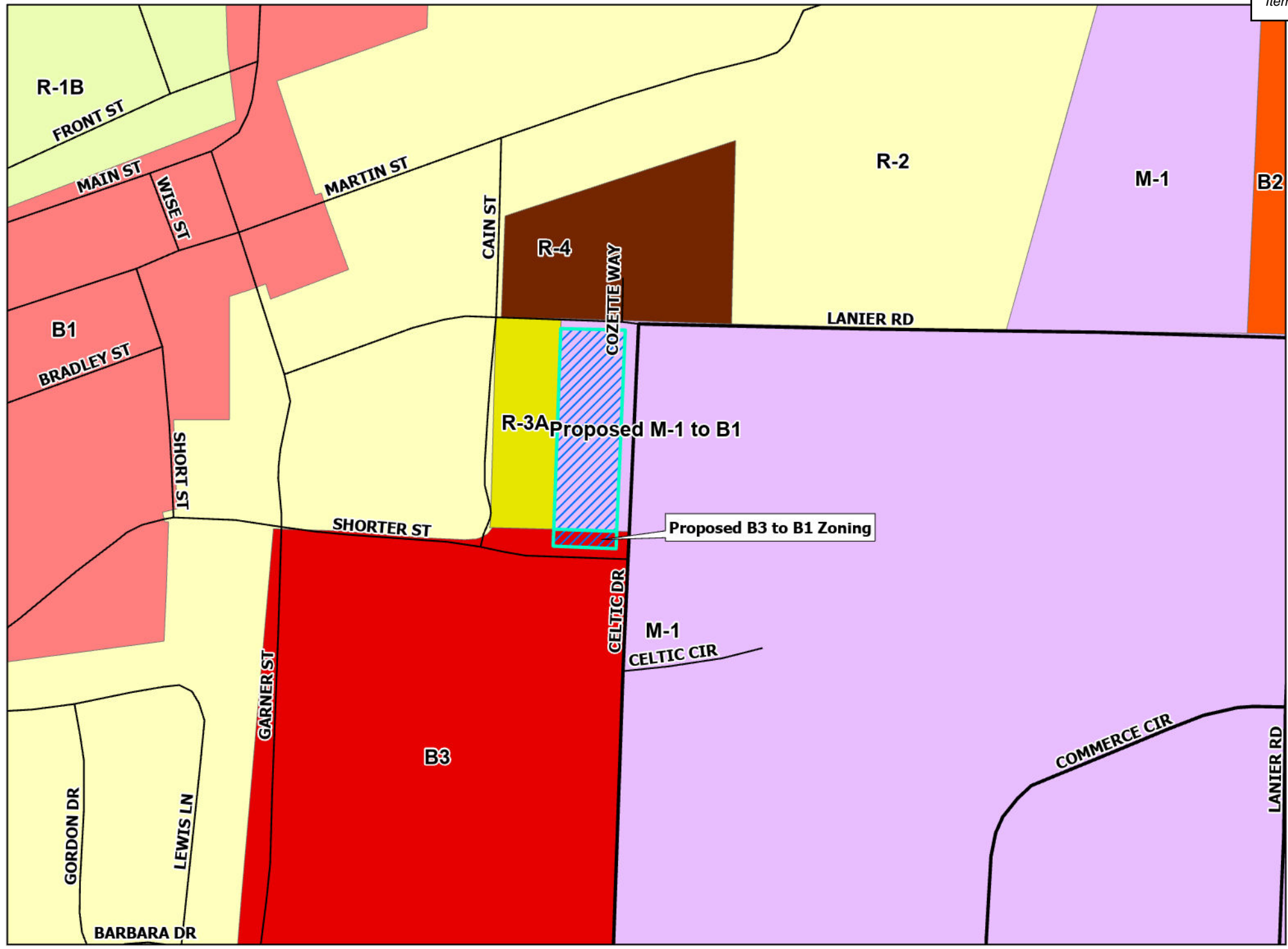
***Lisa Thomas, City Clerk-Treasurer***  
**City of Madison, Alabama**

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

---

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





0 250 500 1,000 Feet

### Proposed Rezoning to B1



## RESOLUTION NO. 2025-112-R

### A RESOLUTION VACATING A PORTION OF SHORTER STREET RIGHT-OF-WAY

**WHEREAS**, PURSUANT TO Alabama Code Title 23, Chapter 4, Article 2 and City Code Section 30-4, municipal corporations may adopt resolutions to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, and convenience of the inhabitants of the municipality; and

**WHEREAS**, the request to vacate right-of-way of Shorter Street has been recommended by the Technical Review Committee, the EMA Director, and the Planning Commission;

**NOW, THEREFOR, BE IT FURTHER RESOLVED** 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 below-described right-of-way in favor of **John Duffy Boles Jr. and Lee W. Boles**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

*ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE PURPORTED CENTER OF THE NORTH BOUNDARY OF SAID SECTION 16; THENCE SOUTH 02 DEGREES 12 MINUTES 38" WEST 28.08 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF LANIER ROAD; THENCE ALONG SAID MARGIN NORTH 87 DEGREES 35 MINUTES 47 SECONDS WEST 205.90 FEET TO A 1/2 INCH REBAR FOUND AT THE NORTHEAST CORNER OF COTTAGES OF MADISON AS RECORDED IN DOCUMENT NO. 20080728000486800 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA; THENCE SOUTH 02 DEGREES 22 MINUTES 22 MINUTES 02 SECONDS WEST 608.94 FEET TO A 1/2 INCH REBAR FOUND AT THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING SOUTH 02 DEGREES 22 MINUTES 02 SECONDS WEST 51.25 FEET TO A 1/2 INCH REBAR SET; THENCE SOUTH 87 DEGREES 42 MINUTES 07 SECONDS EAST 190.97 FEET TO THE WEST RIGHT OF WAY MARGIN OF CELTIC DRIVE; THENCE ALONG SAID MARGIN NORTH 02 DEGREES 19 MINUTES 47 SECONDS EAST 52.86 FEET TO A 1/2 INCH REBAR FOUND; THENCE NORTH 88 DEGREES 11 MINUTES 00 SECONDS WEST 190.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.228 ACRE, MORE OR LESS.*

Subject to any remaining rights of way, easements or restrictions of record.

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on this 27<sup>th</sup> day of May 2025.

---

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

**ATTEST:**

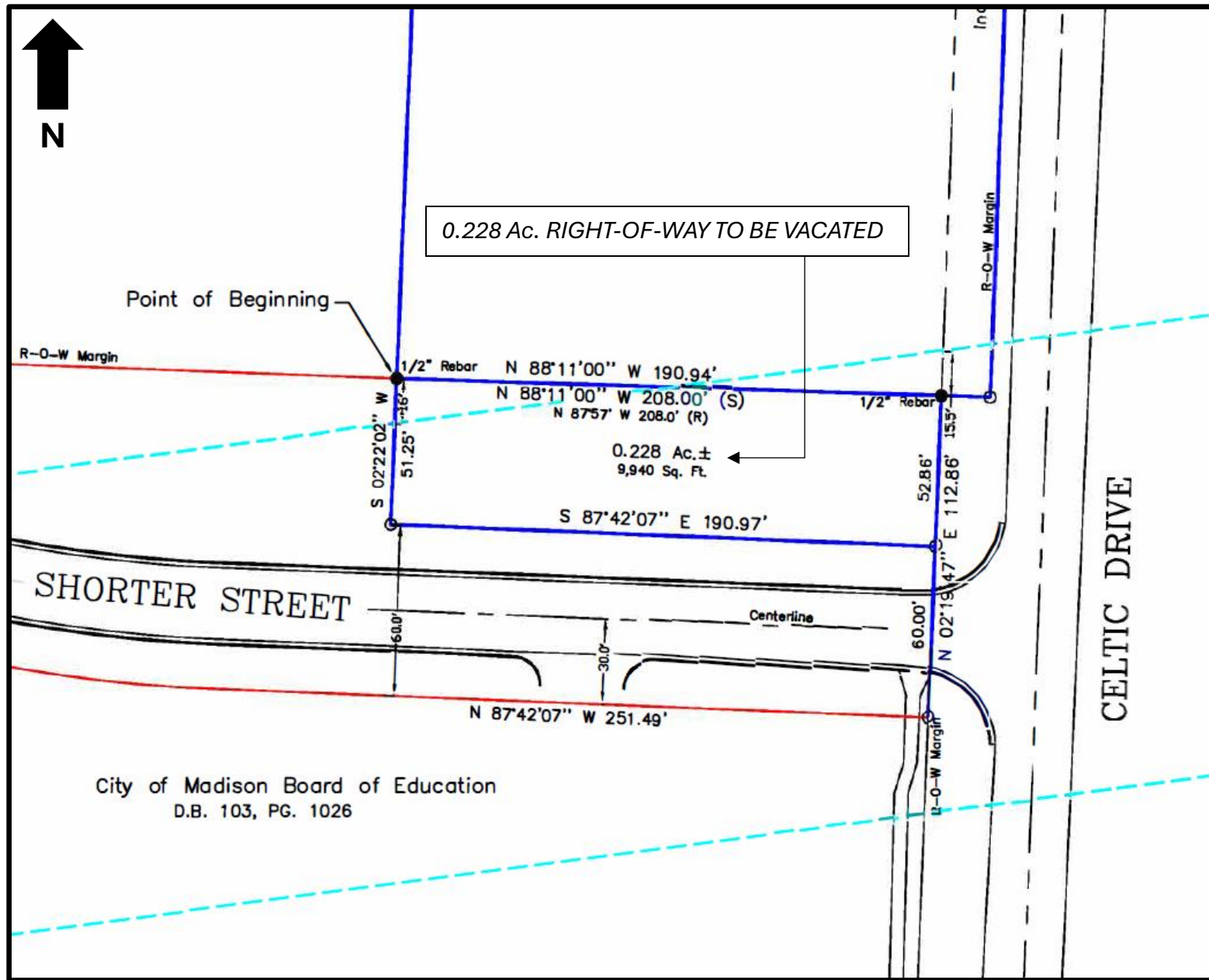
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***Lisa D. Thomas, City Clerk-Treasurer***  
**City of Madison, Alabama**

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

---

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



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

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

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

*ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE PURPORTED CENTER OF THE NORTH BOUNDARY OF SAID SECTION 16; THENCE SOUTH 02 DEGREES 12 MINUTES 38" WEST 28.08 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF LANIER ROAD; THENCE ALONG SAID MARGIN NORTH 87 DEGREES 35 MINUTES 47 SECONDS WEST 205.90 FEET TO A 1/2 INCH REBAR FOUND AT THE NORTHEAST CORNER OF COTTAGES OF MADISON AS RECORDED IN DOCUMENT NO. 20080728000486800 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA; THENCE SOUTH 02 DEGREES 22 MINUTES 22 MINUTES 02 SECONDS WEST 608.94 FEET TO A 1/2 INCH REBAR FOUND AT THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING SOUTH 02 DEGREES 22 MINUTES 02 SECONDS WEST 51.25 FEET TO A 1/2 INCH REBAR SET; THENCE SOUTH 87 DEGREES 42 MINUTES 07 SECONDS EAST 190.97 FEET TO THE WEST RIGHT OF WAY MARGIN OF CELTIC DRIVE; THENCE ALONG SAID MARGIN NORTH 02 DEGREES 19 MINUTES 47 SECONDS EAST 52.86 FEET TO A 1/2 INCH REBAR FOUND; THENCE NORTH 88 DEGREES 11 MINUTES 00 SECONDS WEST 190.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.228 ACRE, MORE OR LESS.*

**TO HAVE AND TO HOLD** to said Grantees, their heirs, successors, and assigns forever, subject to any remaining rights of way, easements, or restrictions of record.

Quitclaim Deed  
Shorter Street VOE  
Page 1 of 2

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**ORDINANCE NO. 2025-110**

**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 B1  
(NEIGHBORHOOD 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 B1 (Neighborhood Business District):

ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE PURPORTED CENTER OF THE NORTH BOUNDARY OF SAID SECTION 16; THENCE SOUTH 02 DEGREES 12 MINUTES 38" WEST 28.08 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF LANIER ROAD; THENCE ALONG SAID MARGIN NORTH 87 DEGREES 35 MINUTES 47 SECONDS WEST 205.90 FEET TO A 1/2 INCH REBAR FOUND AT THE NORTHEAST CORNER OF COTTAGES OF MADISON AS RECORDED IN DOCUMENT NO. 20080728000486800 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA; THENCE SOUTH 02 DEGREES 22 MINUTES 22 MINUTES 02 SECONDS WEST 608.94 FEET TO A 1/2 INCH REBAR FOUND AT THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING SOUTH 02 DEGREES 22 MINUTES 02 SECONDS WEST 51.25 FEET TO A 1/2 INCH REBAR SET; THENCE SOUTH 87 DEGREES 42 MINUTES 07 SECONDS EAST 190.97 FEET TO THE WEST RIGHT OF WAY MARGIN OF CELTIC DRIVE; THENCE ALONG SAID MARGIN NORTH 02 DEGREES 19 MINUTES 47 SECONDS EAST 52.86 FEET TO A 1/2 INCH REBAR FOUND; THENCE NORTH 88 DEGREES 11 MINUTES 00 SECONDS WEST 190.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.228 ACRE, 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 B1 (Neighborhood Business 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 27<sup>th</sup> day of May 2025.

---

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

**ATTEST:**

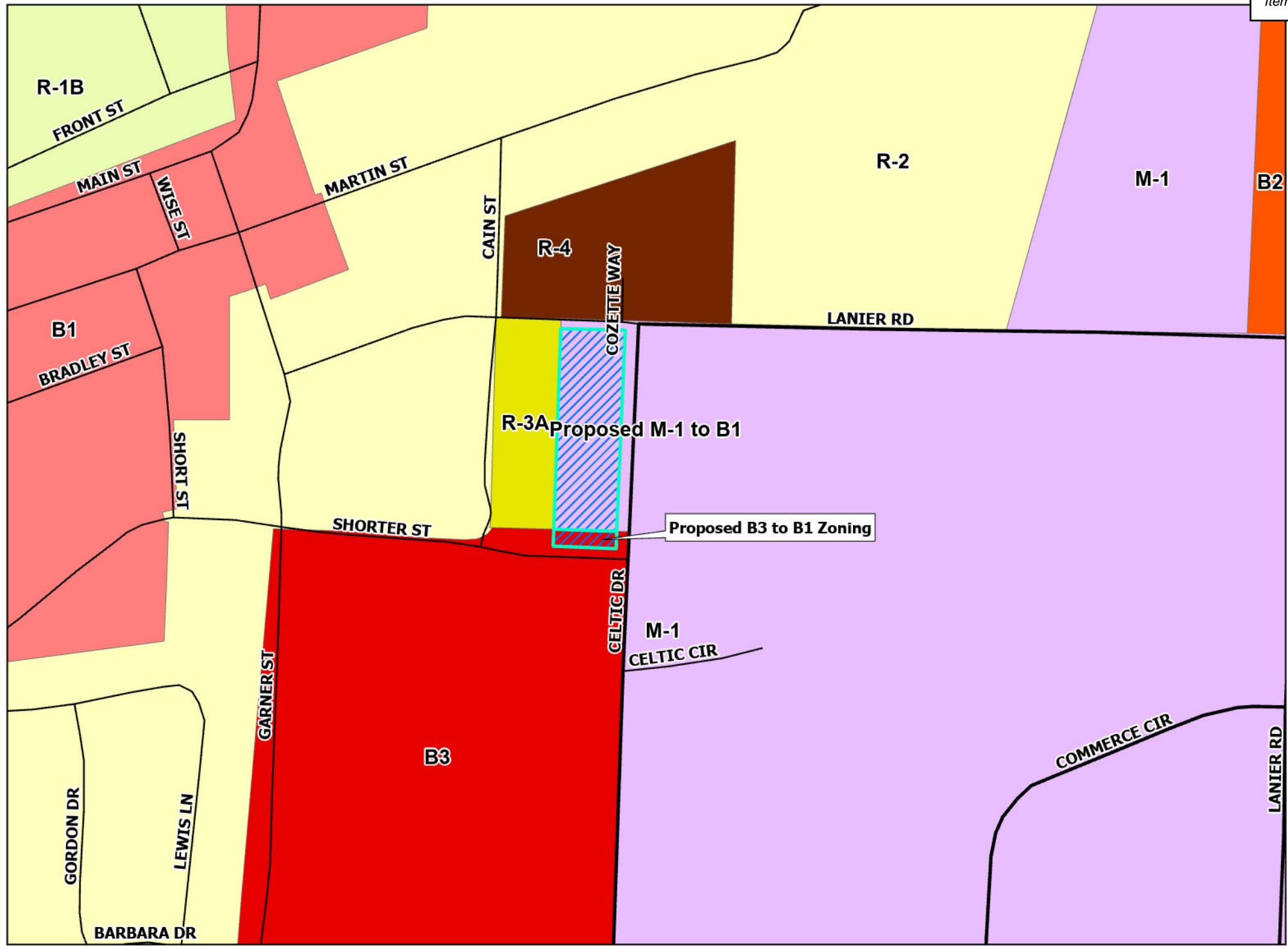
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***Lisa Thomas, City Clerk-Treasurer***  
**City of Madison, Alabama**

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

---

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



Proposed Rezoning to B1



**RESOLUTION NO. 2025-124-R****A RESOLUTION APPOINTING ELECTION OFFICERS FOR THE 2025  
GENERAL MUNICIPAL ELECTIONS AND SETTING COMPENSATION  
FOR SAID OFFICERS**

**WHEREAS**, a regular municipal election has been called to be held on the 26th day of August, 2025, and a runoff election, if necessary, will be held on the 23<sup>rd</sup> day of September, 2025.

**BE IT RESOLVED** that the persons named on the attached “Attachment A thru Attachment K” are appointed as election officers for the municipal election to be held on Tuesday, August 26, 2025 and for the runoff election, if necessary, to be held on Tuesday, September 23, 2025.

**BE IT FURTHER RESOLVED** that said election officers will be compensated at the rate of one hundred fifty dollars (\$150.00) per day for their services, and the Chief Inspectors shall be paid two hundred dollars (\$200.00) per day for their services.

**BE IT FURTHER RESOLVED** that a school of instruction for the above-named officers shall be conducted on the July 15<sup>th</sup> and July 16<sup>th</sup>, for the 2025 Municipal Election and any runoff that may be required and that the Clerk is directed to give each of the above-named officers at least forty-eight (48) hours’ notice of the time and place of the election school.

**READ, APPROVED, AND ADOPTED** at a Regular Meeting of the City Council of the City of Madison, Alabama, on the 27<sup>th</sup> day of May 2025.

---

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

ATTEST:

---

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

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

---

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



***2025 Municipal Election  
August 26, 2025***

***Chief Inspector-Angie Hensley  
Deputy Inspector-Sally Parsons***

***Council District No. 1***

***Poll Workers  
Miranda Cassell  
Birdie Williams  
Tim Kraatz  
Mary Lou Kratz  
Richard Cone  
Faith Stephens  
Wendy Reynolds  
Diane Henry***

ATTACHMENT A  
RESOLUTION NO. 2025-124-R



***2025 Municipal Election  
August 26, 2025***

***Chief Inspector-Allison Horton  
Deputy Inspector-Lisa Horn***

***Council District No. 2***

***Poll Workers  
Suzanne Brockhaus  
Michaelle Goforth  
Josh Horton  
Jim Park  
Lynn Park  
Cameron Park  
Adair Seeman  
Roger Von Jouanne  
Lisa White  
Rebecca Lynn***





***2025 Municipal Election***

***August 26, 2025***

***Chief Inspector-Susan Pierce***

***Deputy Inspector-Susan Mathias***

***Council District No. 3***

***Poll Workers***

***Valeh Betsayad***

***Jennifer Moore***

***Susan Bridges***

***Justin Moore***

***Peggy Stanley***

***Jonathan Pierce***

***Mitzi Adams***

***Jacquelyn Rosema***

***Chloe Hammick***

***Rebecca Benjamin***



***2025 Municipal Election  
August 26, 2025***

***Chief Inspector-Dee Voelkel***

***Council District No. 4 (Absentee Ballots)***

***Poll Workers  
Sherry Newton  
Connor Tyson  
Leigh Hubbard  
Sina Andrews***

ATTACHMENT D  
RESOLUTION NO. 2025-124-R



***2025 Municipal Election***

***August 26, 2025***

***Chief Inspector-Juanita Florio***

***Deputy Inspector-Elizabeth Servidio***

***Council District No. 4***

***Poll Workers***

***Donalee Lasseter***

***Florence Walker***

***Sarah Barbre***

***Dawn Suiter***

***Robert Burns***

***Katherine Barron***

***Wendy Reynolds***

***LaDeana Phillips***



***2025 Municipal Election  
August 26, 2025***

***Chief Inspector- Kathy Wilson  
Deputy Inspector-Angela Dandridge***

***Council District No. 5***

***Poll Workers  
Deborah Roderick  
Rebecca Marino  
Pam Rogers  
Brady Rogers  
Allison Wheeler  
Mary Millhouse  
Andrea Cushing  
Jaime Justice  
Sara Newman***

ATTACHMENT F  
RESOLUTION NO. 2025-124-R



***2025 Municipal Election***

***August 26, 2025***

***Chief Inspector- Annie Brasseale***

***Deputy Inspector-Greg Johnson***

***Council District No. 6***

***Poll Workers***

***Paul DePriest***

***Bonita Owens***

***Gayle Stinnett***

***Janet Nelson***

***Barbara Nelson***

***Barbara White***

***Emily Davis***

***Barbara Azzam***



***2025 Municipal Election  
August 26, 2025***

***Chief Inspector- Sarah London  
Deputy Inspector-Joyce London***

***Council District No. 7***

***Poll Workers  
Aaron Clingerman  
Michael Kinney  
Michelle Kinney  
Janet Salverson  
Juan Rivera  
Minerva Cantres  
Eugene Russell  
Melissa Goodly***

ATTACHMENT H  
RESOLUTION NO. 2025-124-R





***2025 Municipal Election***

***August 26, 2025***

***Chief Inspector- Sherry Masters  
Deputy Inspector-Kathey Bradford***

***Council District No. 1 (Limestone County)***

***Poll Workers  
Bunny Lamps  
Audrey Fiala  
Carrie Houdyshell  
Judise Lanier  
David Bradford  
Diana Henry  
Rose Albert  
Bruce Albert***



***2025 Municipal Election***

***August 26, 2025***

***Chief Inspector- Jeanette Hadley***

***Deputy Inspector-Robert Bender***

***Council District No. 2 (Limestone County)***

***Poll Workers***

***Ronald Lee Goodpaster***

***Rowena Goodpaster***

***David Gross***

***Alana Acker***

***Jane Caudle***

***Delisha Clemons***

***David Hergenroeder***

***Stephanie Sanderson-Garrett***



***2025 Municipal Election***

***August 26, 2025***

***Chief Inspector- Donna Skinner***

***Deputy Inspector-Darren Dunlap***

***Council District No. 4 (Limestone County)***

***Poll Workers***

***Donna Mahieux***

***Patrick Freel***

***Tamera Smallwood***

***Peter Abashian***

***Robert Houseman***

***Celvia Stovall***

***Phillip Domen***

***Garcia Domen***

**RESOLUTION NO. 2025-144-R**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Professional Services Agreement with S&ME, Inc., for environmental consulting services for FY 2025 outfall inspections and illicit discharge screening of the City's storm water system, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to S&ME, Inc. in a total amount not to exceed thirty-seven thousand two hundred ten dollars (\$37,210.00) to be paid from the Engineering Stormwater Budget – Fund 11.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of May 2025.

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

**ATTEST:**

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

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

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

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and 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 FY2025 outfall inspections and illicit discharge screening; 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 FY2025 outfall inspections and illicit discharge screening, said services to be administered according to Consultant's proposal dated April 18, 2025 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the 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 **thirty-seventhousand two hundred ten dollars (\$37,210.00)**, 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.



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 or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the \_\_\_\_ day of \_\_\_\_\_, 2025.

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



April 18, 2025

City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Attention: Ms. Gina Romine, ADEM Compliance Administrator

Reference: **Environmental Consulting Services**  
**FY2025 Outfall Inspections and Illicit Discharge Screening**  
City of Madison Municipal Separate Storm Sewer System  
Madison, Madison County, Alabama  
NPDES Permit ALS000014  
S&ME Proposal No. 24820190

Dear Ms. Romine:

S&ME, Inc. is pleased to submit this proposal for environmental consulting services related to outfall inspections 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.

Part II.B.3 of the individual Phase II NPDES Permit requires the City of Madison to conduct dry-weather screening of all major outfalls at least once every five years. The Madison MS4 Storm Water Management Program Plan (SWMPP), dated May 2023 requires screening of major outfalls in Priority Areas once every three years.

The initial round of outfall identification and screening conducted between Fiscal Year (FY) 2015 and FY2018 identified a total of 739 outfalls within the City of Madison. The second round of outfall inspections conducted between FY2019 and FY2023 identified a total of 797 outfalls within the City of Madison. The third round of outfall inspections will be conducted between FY2024 and FY2028.

The 2023 SWMPP included a screening schedule delineating the inspection areas for each year (see Figure 1). The area identified for inspection during FY2025 corresponds to the area previously inspected during FY2020. The FY2020 inspections identified 147 outfalls to the Madison MS4.



The 2016 permit required inspection of all outfalls, regardless of classification; therefore, outfalls were not classified as major or minor until after issuance of the 2020 permit. To date, S&ME has classified the 705 outfalls inspected in FY2021, FY2022, FY2023 and FY2024. Of the 705 classified outfalls, 91 are considered major outfalls.

S&ME understands the City of Madison intends to continue inspections of major and minor outfalls until the outfalls have been classified and the major outfalls identified. The remaining 147 previously-identified outfalls will be classified during FY2025 outfall inspection activities.

S&ME understands the City of Madison is requesting that S&ME perform inspections, IDDE screening, and classifications for outfalls within the FY2025 inspection area.

## ◆ Scope of Services

### Outfall Inspections – Previously-Inspected Outfalls

S&ME will perform inspections and dry-weather IDDE screening on the 147 previously-inspected outfalls within the FY2025 screening area, as shown on the attached Figure 2. S&ME personnel will inspect each existing outfall and record the following data:

1. Outfall condition
2. Surrounding land use
3. Pictures of the outfall, with outfall identification shown in the picture
4. Changes to conveyance type, size, material, or shape

S&ME will perform the outfall inspections after a minimum of 72 hours without a rain event over 0.1 inch. Inspection data will be recorded on a modified version of the Outfall Reconnaissance Inventory Field Sheet to record field observations. The field sheet may be completed as a hardcopy or electronic format.

### Outfall Inspections – New Outfalls

S&ME will perform inspections and dry-weather IDDE screening for known new outfalls constructed within the FY2025 screening area after the FY2020 inspection activities and identified during City activities (e.g., plan review, final inspection, complaint resolution, etc.). To locate the known new outfalls, S&ME will require coordinates or other location data from the City of Madison.

If a previously-unidentified outfall is observed during the FY2025 outfall inspections, S&ME will also perform inspection and dry-weather IDDE screening for that outfall.

S&ME personnel will inspect each newly-constructed or newly-identified outfall and record the following data:

1. Outfall coordinates
2. Conveyance type (ditch, culvert, pipe, etc.)
3. Conveyance shape
4. Conveyance size (pipe diameter, ditch width and depth, box culvert dimensions, etc.)





5. Conveyance material (RCP, PVC, CMP, etc.)
6. Outfall condition
7. Outfall elevation
8. Surrounding land use
9. Pictures of the outfall, with outfall identification shown in the picture

S&ME will perform the outfall inspections after a minimum of 72 hours without a rain event over 0.1 inch. Inspection data will be recorded on a modified version of the Outfall Reconnaissance Inventory Field Sheet to record field observations. The field sheet may be completed as a hardcopy or electronic format.

### Dry-Weather Field Screening

If dry-weather flow is observed at an inspected outfall, S&ME personnel will evaluate the physical indicators of the discharge. S&ME personnel will also perform field screening for the following parameters using portable meters or kits:

- Ammonia
- Chlorine
- pH
- Temperature

### Laboratory Analysis

If the initial field observations or field screening results indicate a suspect discharge, field crews will collect samples to be analyzed for the following parameters:

- Ammonia
- Fluoride
- Total Phosphorous
- Potassium
- MBAS (Surfactants) / Detergents

Samples collected for laboratory analysis will be containerized in laboratory-supplied containers, labeled, and placed in a cooler with ice. New disposable latex or Nitrile gloves will be used when transferring samples to containers. Samples will be shipped or delivered to a qualified laboratory under chain-of-custody. Please note that the detergents/surfactants analysis has a 48-hour laboratory hold time.

### Outfall Classification

Following the completion of the FY2025 outfall inspection activities, S&ME will evaluate each outfall identified within the FY2025 screening area to determine if it is a major or minor outfall as defined in the 2020 MS4 permit.

To complete the classification activities, S&ME may require information on zoning, storm sewer mapping, and drainage basins from the City.



## Reporting

S&ME will provide the completed field sheets, the GIS project file showing outfall locations and stream lines, photos, laboratory analytical reports, and additional information collected during the outfall inspections to the City of Madison ADEM Compliance Manager for entry into the City's GIS database. The collected information and laboratory analytical reports will be provided following the end of each phase of field activities.

If an illicit discharge is identified based on laboratory analysis, the collected information for the outfall will be submitted to the City of Madison ADEM Compliance Manager following receipt of the analytical results by S&ME.

If an obvious illicit discharge is encountered during field activities, the ADEM Compliance Manager will be notified at the time of the inspection.

## Summary Letter

S&ME will provide a summary letter of assessment activities, outfall inspections, laboratory analysis, and field sheets following completion of field assessment activities.

## ◆ **Client Responsibilities**

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

- Site access and notification of the public where necessary
- Delineated catchment areas for each outfall in GIS shapefile format (if available)
- Storm sewer mapping in GIS shapefile format
- Zoning maps in GIS shapefile format
- Coordinates of new outfalls identified during City activities (e.g., plan review, final inspection, complaint resolution)

## ◆ **Excluded Services**

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

- Plan review to locate outfalls not previously identified during the 2019 screening
- 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



## ◆ Schedule

S&ME anticipates that field activities will take approximately nine days to complete; however, the total time necessary to perform the outfall inspection services may vary due to field conditions, the number of newly-constructed outfalls identified by the City, the number of suspect illicit discharges screened, the number of samples collected, and the time of year. Given the short hold time for some of the laboratory analyses, field activities will not be conducted on Fridays. Due to the requirement that outfall inspection activities be conducted during extended periods of dry weather, field activities may be spread out into multiple phases over several weeks.

S&ME will notify the City of Madison ADEM Compliance Manager prior to each phase of field activities. Following the completion of each phase, S&ME will update the ADEM Compliance Manager on the number of outfalls inspected, the number of samples collected, and the number of suspected illicit discharges.

## ◆ Compensation

Compensation for our services will be based on the actual time and expenses incurred in accordance with the attached Fee Schedule. Based on our understanding of the scope of services outlined above, S&ME estimates the following budget:

| Activity                                      | Budget            | No. Units   | Total           |
|---|-------------------|-------------|-----------------|
| Outfall Inspections                           | \$2,830 per day   | 9 days      | \$25,470        |
| Suspect Discharge Field Screening             | \$145 per outfall | 15 outfalls | \$2,175         |
| Suspect Discharge Laboratory Analysis         | \$350 per outfall | 5 outfalls  | \$1,750         |
| Outfall Classification (FY2025 outfalls only) | \$3,085           | 1 submittal | \$3,085         |
| Reporting and Summary Letter                  | \$4,730           | 1 submittal | \$4,730         |
| <b>TOTAL ESTIMATED BUDGET</b>                 |                   |             | <b>\$37,210</b> |

Please note that the total estimated budget assumes no more than 15 dry-weather flows and no more than five suspect discharges will be encountered during stream walking activities. The actual numbers of flows screened and/or sampled may vary.

The total proposed budget 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



**Environmental Consulting Services**  
**FY2025 Outfall Inspections and Illicit Discharge Screening**  
 NPDES Permit ALS000014  
 S&ME Proposal No. 24820190

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 blue ink signature of Sarah L. Yeldell.

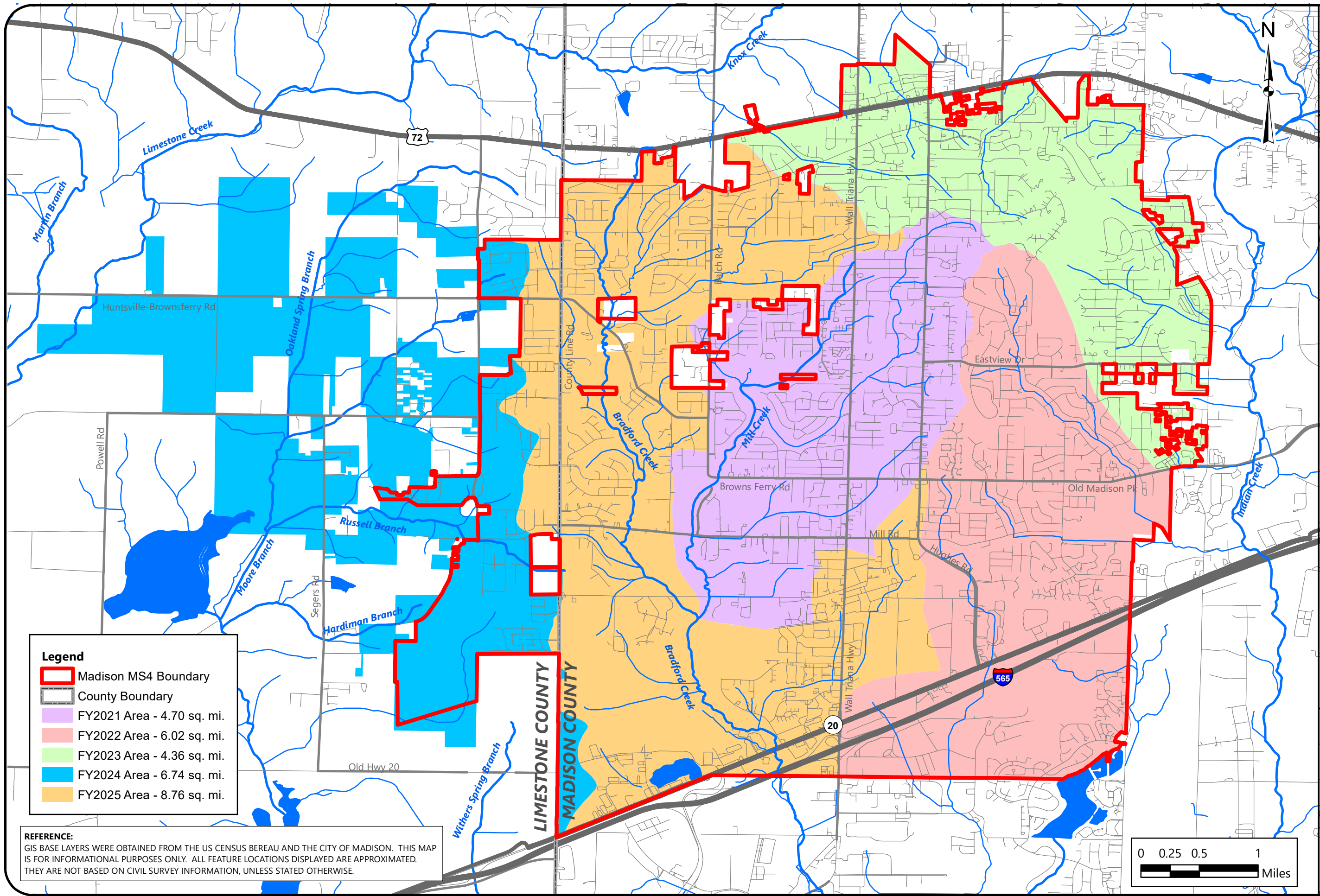
Sarah L. Yeldell, P.E.  
 Project Engineer

A blue ink signature of Deborah J. Jones.

Deborah J. Jones, P.E.  
 Senior Engineer

Attachment:    Figure 1 Outfall Inspection Schedule (FY2021-FY2025)  
                      Figure 2 FY2025 Outfall Inspection  
                      Environmental Services Fee Schedule  
                      Agreement for Services (AS-071)

## **Attachments**



OUTFALL INSPECTION SCHEDULE - 2024 UPDATE

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

SCALE:  
1:48,151

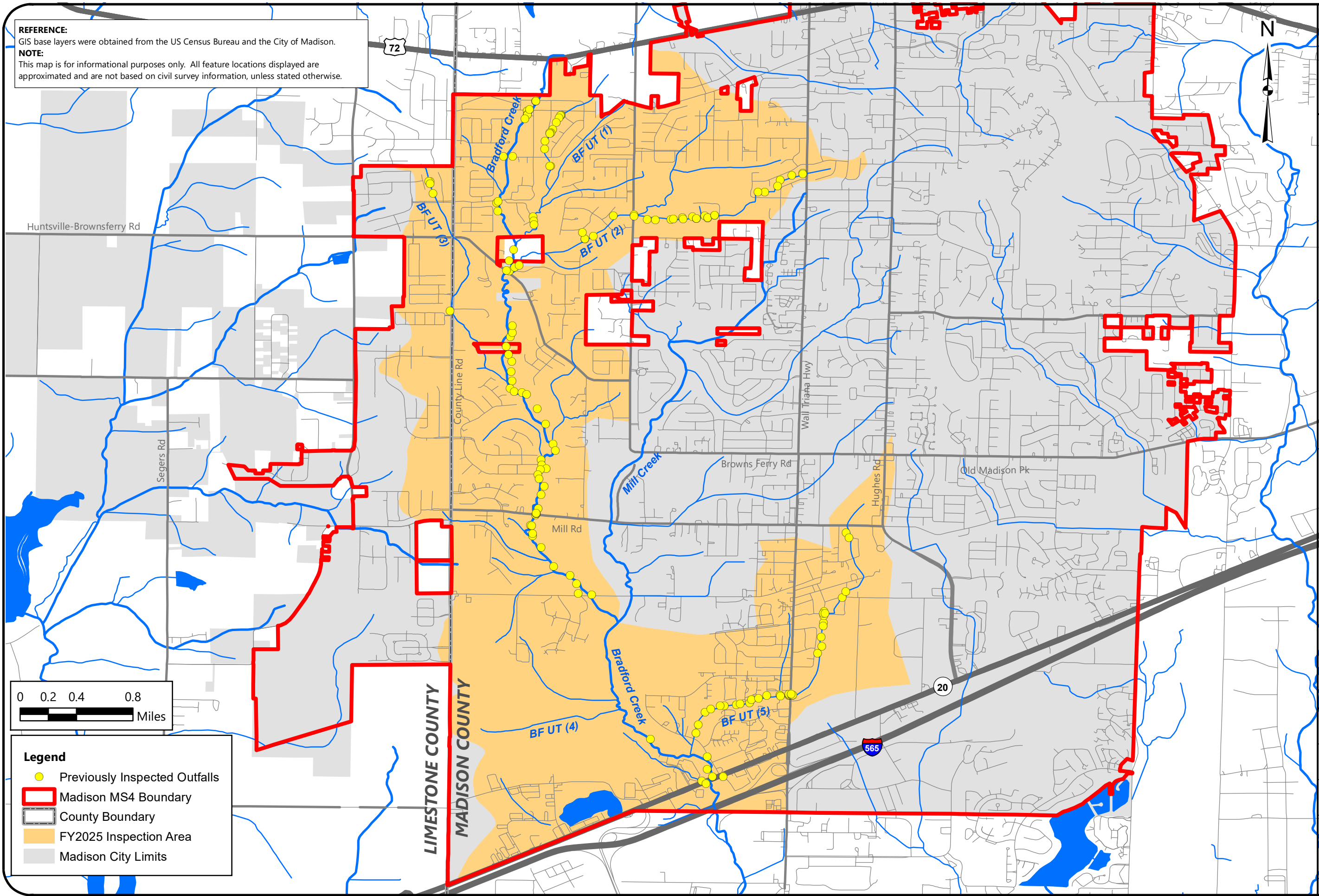
DATE:  
7/9/2024

PROJECT NUMBER  
24820087

FIGURE NO.

1





FY2025 OUTFALL INSPECTION

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

SCALE:  
1:40,000

DATE:  
4/18/2025

PROPOSAL NUMBER  
24820190

FIGURE NO.

2





**Environmental Consulting Services**  
**FY2025 Outfall Inspections and Illicit Discharge Screening**  
 NPDES Permit ALS000014  
 S&ME Proposal No. 24820190

## Environmental Services 2025 Unit Rate Fee Schedule

| LABOR CATEGORY                                | UNIT     | RATE     |
|---|----------|----------|
| Principal Engineer, Geologist, Scientist (P6) | per hour | \$260.00 |
| Senior Engineer, Geologist, Scientist (P5)    | per hour | \$225.00 |
| Project Engineer, Geologist, Scientist (P4)   | per hour | \$190.00 |
| Project Engineer, Geologist, Scientist (P3)   | per hour | \$165.00 |
| Staff Professional (P2)                       | per hour | \$130.00 |
| Staff Professional (P1)                       | per hour | \$120.00 |
| Environmental Technician                      | per hour | \$95.00  |
| CAD Operator (C3)                             | per hour | \$120.00 |
| Administrative Support (S3)                   | per hour | \$115.00 |
| UNIT RATE CATEGORY                            | UNIT     | RATE     |
| Travel Expenses                               | Cost +   | 20.00%   |
| Supplies, Equipment, Materials & Shipping     | Cost +   | 20.00%   |
| pH Meter                                      | per day  | \$30.00  |
| Conductivity Meter                            | per day  | \$30.00  |
| Chlorine Meter                                | per day  | \$30.00  |
| Ammonia Kit                                   | per day  | \$10.00  |
| Oil-Water Interface Probe                     | per day  | \$65.00  |
| Dissolved Oxygen Meter                        | per day  | \$20.00  |
| Field Tablet                                  | per day  | \$80.00  |
| Field Computer                                | per day  | \$20.00  |
| Flow-thru Cell and Meter                      | per day  | \$175.00 |
| Multi-Parameter Water Quality Meter           | per day  | \$100.00 |
| Turbidity Meter                               | per day  | \$55.00  |
| GPS Unit (Sub-Meter Accuracy Capability)      | per day  | \$160.00 |



# AGREEMENT FOR SERVICES

Form AS-071

|  |  |
|--|--|
| Date: April 18, 2025   | Job Number: 24820190   |
| S&ME, Inc.<br>(hereafter Consultant)   | Client Name: City of Madison<br>(hereafter Client)   |
| Address: 360D Quality Circle NW Suite 450<br><br>City: Huntsville<br><br>State: AL                                  Zip: 35806   | Address: 100 Hughes Road<br><br>City: Madison<br><br>State: AL                                  Zip: 35758 |
| Telephone: 256-837-8882<br><br>Fax:  | Telephone:<br><br>Fax:   |
| <b>PROJECT</b>   |  |
| Project Name: FY2025 Madison MS4 Outfall Inspections<br><br>Project location: (Street Address) 100 Hughes Road<br><br>City: Madison                                  State: AL                                  Zip: 35758             |  |
| <b>SERVICES TO BE RENDERED</b>   |  |
| Proposal Number: 24820190                                  dated: April 18, 2025                                  is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal. |  |

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- 1. ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- 2. CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

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:** 24820190

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



**RESOLUTION NO. 2025-138-R****AWARDING BID NO. 2025-009-ITB  
FOR JANITORIAL SERVICES**

**WHEREAS**, in accordance with Alabama's Competitive Bid Law set forth in Title 41 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the provision of janitorial services (Project #2025-009-ITB); and

**WHEREAS**, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about April 23, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

**WHEREAS**, after review and consideration of all Bids submitted, City staff has informed the City Council that **Baza Services, LLC**, has submitted a Bid for the unit prices set forth in its Bidder Pricing Sheet, which is attached hereto, for the provision of all janitorial services at the City's Public Safety Annex located at 230 Business Park Boulevard, Building 23A, and is the apparent lowest responsive, responsible Bidder meeting the specifications of the Project as set forth in the Invitation to Bid;

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

**SECTION 1.** That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with the applicable provisions of Title 41 of the *Code of Alabama* and all other applicable provisions of law.

**SECTION 2.** That award of this Project is hereby made to **Baza Services, LLC**, as the lowest responsible, responsive bidder, for the unit prices set forth in its submitted Bidder Pricing Sheet which is attached hereto and incorporated herein by reference.

**SECTION 3.** That upon notification from the appropriate City representatives that Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute an agreement for a term not exceeding three (3) years on behalf of the City of Madison, Alabama, with **Baza Services, LLC**, for execution of the Project for the amounts set forth in its bid submittal and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

**SECTION 4.** That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Baza Services, LLC**, in the amount(s) and manner set forth in the resulting agreement or purchase order authorized by passage of this resolution

**READ, PASSED AND ADOPTED** this 27<sup>th</sup> day of May 2025.

---

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

**ATTEST:**

---

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

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

---

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



## 2025-009-ITB / Janitorial Services for Public Safety Annex

Issued April 2, 2025

## BID TABULATION

| BIDDER NAME                                       | Baza Services, LLC | Mr. Klin Services, LLC | American Facility Services, Inc. | Vonachen Group | The Way Commercial Cleaning Services, LLC | Jani-King Commercial Cleaning | Batts Clean-Up Services, LLC |
|---|--------------------|------------------------|----------------------------------|----------------|---|-------------------------------|------------------------------|
| ALL FORMS WITH ORIGINAL SIGNATURES                | Y                  | Y                      | Y                                | Y              | Y   | Y                             | N                            |
| BID BOND  | Y                  | Y                      | Y                                | Y              | Y   | Y                             | N                            |
| CERTIFICATE OF INSURANCE                          | Y                  | Y                      | Y                                | Y              | Y   | Y                             | Y                            |
| E-VERIFY ENROLLMENT                               | Y                  | Y                      | Y                                | Y              | Y   | Y                             | N                            |
| ACKNOWLEDGED ADDENDUM #1 & #2                     | Y                  | Y                      | Y                                | Y              | Y   | Y                             | N                            |
| TOTAL MONTHLY COST                                | \$3,150.00         | \$3,750.00             | \$4,200.00                       | \$4,289.00     | \$4,600.00                                | \$4,895.00                    | Non-responsive               |
| 1 annual carpet extraction                        | \$400.00           | \$1,300.00             | \$900.00                         | \$160.00       | \$0.30 / sq. ft.                          | \$905.00                      |                              |
| COVID disinfecting                                | \$2,500.00         | \$1,850.00             | \$2,300.00                       | \$673.00       | \$28 / hour                               | \$3,500.00                    |                              |
| 2 annual cleanings all windows inside and outside | \$3,900.00         | \$2,960.00             | \$2,800.00                       | \$584.00       | \$30 / hour                               | \$2,050.00                    |                              |

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

*Alicia Walden*

Alicia Walden

Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 23<sup>rd</sup> day of April, 2025.

*Kristen N Bruseh*  
Notary Public



City of Madison, Alabama  
Bid Number: 2025-009-ITB  
Project Title: Janitorial Services for Public Safety Annex  
Issued: April 2, 2025



## BIDDER PRICING SHEET

**BIDDER NAME:** Uriel Martinez/owner  
**ADDRESS:** 7223 1<sup>st</sup> Avenue North  
**CITY/STATE/ZIP:** Birmingham Alabama 35206


**Total Monthly Cost:** \$ \$3150.00

**Cost for Optional Services**

One (1) annual carpet extraction \$ 400.00 each time  
COVID disinfecting, if required \$ 2500.00  
Two (2) cleanings per year of all windows, \$ 1950.00x2=\$3900.00  
inside and outside

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

4-15-25  
Date

  
Signature of Authorized Representative

**RESOLUTION NO. 2025-172-R****A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES  
AGREEMENT WITH MULLINS, LLC**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Mullins, LLC, for professional services necessary for the design and planning of an additional parking lot at Toyota Field, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

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

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

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



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Mullins, LLC, located at 2101 West Clinton Avenue, Suite 503, Huntsville, Alabama 35805, hereinafter referred to as "Consultant."

### WITNESS TO:

**WHEREAS**, the City of Madison seeks professional engineering and design services for additional parking at Toyota Field; and

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

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

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

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

### SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional engineering and landscape architecture services for additional parking at Toyota Field, said designs to be prepared according to the Consultant's proposal dated December 19, 2024 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. 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.

- C. Consultant shall ensure that all designs created as a result of this agreement comply with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. 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.
- F. 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.
- G. 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.
- H. 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 **forty-three thousand five hundred dollars (\$43,500.00)**, 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 and the City's Facilities Director agree that additional services to provide a landscaping and irrigation plan for the existing Toyota Field parking lot are necessary, any additional services will be performed according to the Consultant's fee structure set forth in Attachment B, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year. Consultant will not proceed to provide said additional services until Consultant receives written authorization of City.

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

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

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

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, agents, and employees with per-project policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall



name the City and its employees, agents, and servants as additional insureds in said policies and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate per project.

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

#### **SECTION 4: COMMENCEMENT; TERM**

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

#### **SECTION 5: TERMINATION**

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

#### **SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

#### **SECTION 7: EXCUSED PERFORMANCE**

In case performance of any terms or provisions hereof shall be delayed or prevented

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

#### **SECTION 8: ASSIGNMENT**

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

#### **SECTION 9: ENTIRE AGREEMENT: WAIVER**

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

#### **SECTION 10: NOTICES**

All notices to City shall be addressed to:

*Facilities & Grounds Director  
City of Madison Facilities & Grounds Department  
100 Hughes Road  
Madison, Alabama 35758*

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

All notices to Consultant shall be addressed to:

*Jeff Mullins, PE  
President  
Mullins, LLC  
2101 West Clinton Avenue, Suite 503*

*Huntsville, AL 35805*

**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.

The remainder of this page is intentionally left blank. Signature pages follow.

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

Mullins, LLC  
Consultant

By: \_\_\_\_\_  
Jeff Mullins, President

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 Jeff Mullins, whose name as President of Mullins, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

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



December 19, 2024

Gerald Smith  
City of Madison  
100 Hughes Road  
Madison, AL 35758

Re: Proposal for Professional Services for Additional Parking at Toyota Field in Town Madison

Mr. Johnson,

Mullins, LLC (Mullins) is pleased to provide our services on the above referenced project within the following Scope of Work:

### Construction Plans

---

Mullins will prepare a site plan construction package for the civil site work at the proposed site. This will be based on the layout provided by Mullins, LLC. The Site Plan package will meet the requirements of the city, and will include a Site Layout Plan, Grading and Drainage Plan, Erosion Control Plan, Sanitary, and Construction Details. Scope of work for this project does not include geotechnical assessment and/or analysis, flood plain development permitting, and stormwater permitting or monitoring. . However, Mullins will provide site drawings and files needed in coordination for such efforts.

Mullins will work with the City of Madison and local utility providers on the commercial site plan submittal and approval process. This process will include initial submittal, review meetings, revisions, resubmittal, etc. Mullins will avail its staff for meetings with City and Utility officials as needed throughout the submittal and approval process and will prepare necessary exhibits to accompany such meetings. CLIENT will be responsible for all submittal, review, and permit fees.

### Landscape Plan

---

Mullins will prepare design and construction drawings for the full landscaping of the project. Improvements described in this package will serve to complete the open spaces of the project and enhance its overall aesthetic. An irrigation spec for level of service/coverage will be included with the landscape plans, though a full irrigation design package is not included in this scope.

### Photometric Plan

---

Mullins will prepare a photometric plan for the project. The photometric plan does not include a power distribution plan or the pole foundation plan. However, Mullins will provide site drawings and files needed in coordination for such efforts.

## Advertising, Bidding, and Award

---

Mullins will assist City of Madison in the preparation of the specifications and bid documents. Mullins will support pre-bid meetings with prospective contractors and provide clarifications as needed. Mullins will review bids, as they pertain to civil and landscape work and will provide recommendations to the City of Madison.

## Contract Administration (CA)

---

Mullins will assist City of Madison in overseeing the civil construction to ensure conformity to construction documents and specifications. Mullins will only provide periodic observation of the site at milestones, and as requested, for clarifications to the construction documents.

## Fee & Billing

---

Mullins will perform the services outlined herein for fees as indicated above:

|                                      |                   |
|--------------------------------------|-------------------|
| Site Plans/ Civil Construction Plans | \$24,650.00       |
| Landscape Plan                       | \$5,200.00        |
| Photometric Plan                     | \$7,150.00        |
| Advertising, Bidding, and Award      | \$1,500.00        |
| Contract Administration              | <u>\$5,000.00</u> |
| Total Fixed Fee                      | \$43,500.00       |

Mullins will invoice monthly based on percentage of completeness. Payment will be due on Net-30 terms. Final, approved plans will be delivered to the CLIENT in digital format (PDF, AutoCAD DWG).

Mullins, LLC is honored to be considered for this project and we look forward to working with you. If the above terms are acceptable, please sign below and return to us.

Sincerely,



Jeff Mullins PE  
President  
Mullins, LLC

\_\_\_\_\_  
Acceptance



May 22, 2025

Gerald Smith  
 City of Madison  
 100 Hughes Road  
 Madison, AL 35758

Re: Proposal for Professional Services for the Existing Parking Lot at Toyota Field in Town Madison

Mr. Smith,

Mullins, LLC (Mullins) is pleased to provide our services on the above-mentioned project within the following Scope of Work:

#### Landscape Plan for Existing Parking Lot

Mullins will convert existing approved landscape design drawings for the existing main parking lot. Improvements described in this package will serve to complete the open spaces of the project and enhance its overall aesthetic. An irrigation design will be included with the landscape plans.

#### Irrigation Plan for Existing Parking Lot

Mullins will prepare an irrigation design for the landscaping areas within the existing main parking lot. The irrigation plans and specifications will be prepared advertising and bidding.

#### Fee & Billing

Mullins will perform the services outlined herein for fees as indicated above:

|  |                   |
|--|-------------------|
| Landscape Plan for Existing Parking Lot  | \$4,500.00        |
| Irrigation Plan for Existing Parking Lot | <u>\$9,500.00</u> |
| Total Fixed Fee                          | \$14,000.00       |

Mullins will invoice monthly based on percentage of completeness. Payment will be due on Net-30 terms. Final, approved plans will be delivered to the CLIENT in digital format (PDF, AutoCAD DWG).

Mullins, LLC is honored to be considered for this project and we look forward to working with you. If the above terms are acceptable, please sign below and return to us.

Sincerely,

Jeff Mullins PE  
 President  
 Mullins, LLC

\_\_\_\_\_  
 Acceptance



**RESOLUTION NO. 2025-171-R**

**AUTHORIZING MEMORANDUM OF UNDERSTANDING  
WITH LIMESTONE COUNTY WATER & SEWER AUTHORITY  
FOR FIRE HYDRANT TESTING AND INSPECTION**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Understanding with the Limestone County Water and Sewer Authority, for the regular and periodic inspection and flow testing of fire hydrants in the City of Madison, Alabama, by the Madison Fire Department, said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Understanding," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

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

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

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Limestone County Water and Sewer Authority  
and the City of Madison, Alabama**

This memorandum is entered into effective this \_\_\_\_ day of May, 2025 (the “Effective Date”) and will serve as an understanding between the Limestone County Water and Sewer Authority, (hereinafter, “LCWSA”) and the City of Madison, Alabama (hereinafter the “City”), (individually a “Party” and collectively, the “Parties”) regarding regular and periodic inspection and flow testing of fire hydrants in the City of Madison, Alabama (hereinafter the “MOU”).

## **1.0 INTRODUCTION**

The City has granted a franchise to LCWSA to provide water service to residents of the City of Madison. The City and the Board last entered into such a franchise agreement by the City’s approval of Ordinance 2019-279 on October 28, 2019, which franchise was accepted by LCWSA on October 29, 2019 (the “2019 Franchise Agreement”). Under Section 4 of the 2019 Franchise Agreement, LCWSA agreed that it would inspect, maintain, extend, replace, improve as necessary, and supply continuous water supply to a system of fire hydrants sufficient to provide fire protection for the City. LCWSA has fulfilled its obligation to provide the described fire hydrant inspection and maintenance program under the Franchise Agreement.

Under current Insurance Service Organization (“ISO”) Fire Suppression Rating Schedule (“FSRS”) used for calculating the City’s Public Protection Classification (“PPC”), also referred to as a fire score, or fire rating, additional points are available for increasing the frequency of inspection and flow testing of fire hydrants serving the City. Increasing the frequency of inspection and flow testing could have a positive impact on the City’s ISO fire rating. The Madison Fire Department (“MFD”) has expressed interest in participating in an enhanced Fire Hydrant Inspection and Flow Testing program in order to potentially improve the City’s ISO fire rating. Notwithstanding anything to the contrary set forth herein, the Parties acknowledge and agree that LCWSA makes no representation, warranty or covenant regarding the City’s fire score or fire rating and shall have no liability whatsoever arising in any way out of such rating or score.

## **2.0 AUTHORITY**

Each of the parties to this Agreement covenants that it has full authority to enter into this MOU. The undersigned covenant that they have authority to enter into this MOU on behalf of the Parties.

## **3.0 TERM AND TERMINATION**

### *3.1 Term*

This MOU shall have a term of five years, subject to earlier termination as provided herein, and may be renewed at the option of either Party for three (3) successive terms of five years each.

### *3.2 Termination*

This MOU may be terminated by either Party at any time, with or without cause, on thirty (30) days' notice to the other party.

## 4.0 RESPONSIBILITIES OF THE PARTIES

### 4.1 City Responsibilities

MFD employees of the City, following adequate training by MFD employees who are knowledgeable of this MOU and proper hydrant testing protocol, will assume responsibility for a City Fire Hydrant Inspection and Flow Testing Program ("City Testing Program") of all LCWSA fire hydrants within the City on such frequency as may be determined to be advantageous to the City's objective to improve and/or maintain its ISO fire rating.

Before any MFD personnel participates in the City Testing Program, he/she will actively participate in, and complete training provided by MFD under this MOU regarding the proper means and methods of inspecting and conducting flow testing of hydrants. New MFD personnel who have not received training established by MFD hereunder, may engage in the City Testing Program only under the direction and supervision of MFD personnel who have completed the training, until training for new personnel can be scheduled and completed.

The City Testing Program, at a minimum, will include the following, as to each hydrant inspected or tested:

Hydrant Inspection (**no less than annually**) includes:

- Visual Inspection
- To the extent necessary and permitted by City ordinance or regulations, clearing away and removing any vegetation, ant beds, or other impediments to use and operation of the hydrant
- Removing, greasing and replacing the caps on all nozzles on the hydrant
- Planning for handling or appropriately deflecting water discharge from the hydrant during inspection to avoid risk of disruption of vehicular or pedestrian traffic, formation of ice (in winter), erosion or damage to public or private property
- With caps in place, opening the hydrant operating nut ("valve") to test for leaks
- Removing caps and opening the hydrant operating nut to flush the hydrant
- **Closing the operating nut or valve SLOWLY to avoid potential creation of water hammer that could damage LCWSA's supply lines.**
- Assuring that the hydrant valve is properly closed and sealed without leaks
- Collecting, removing any equipment used in the inspection, cleaning the area and restoring any damage, erosion, or standing water, to pre-inspection condition.
- Immediately reporting to LCWSA any failure or inability to properly seat the hydrant valve without leaks.
- If a hydrant is defective or otherwise inoperable, "black-bagging" the hydrant and notifying LCWSA within 48 hours that the hydrant is out of service.

Hydrant Flow Testing (**no less than once each five years**) includes:

- All steps provided above for Hydrant Inspection
- Conducting hydrant flow test in compliance with the American Water Works Association (AWWA) Manual of Water Supply Practices M17 “Fire Hydrants: Installation, Field Testing, and Maintenance” (5<sup>th</sup> Edition), or as said manual may be revised or amended during the term of this MOU.
- Reporting to LCWSA any issues relating to water flow to a hydrant within 48 hours of the flow test.
- At its option, the City may paint hydrant bonnets for the purpose of color-coding them to denote applicable flow rates of hydrants based on data obtained by hydrant flow testing. If the City chooses to do so, it will take all responsibility for adhering to a standard protocol for color-coding of hydrant bonnets, for assuring that the paint on bonnets is properly maintained, and for providing LCWSA with copies of all documentation of all flow rate classifications maintained by the City.

No less than annually, the City will provide LCWSA with a copy of all recorded raw data, and any compilation or reporting thereof into a report, ISO Fire Rating Application or other presentation or record, which data, information, or documents obtained or created in connection with operation of the City Testing Program.

To the extent that the City acquires or maintains a hydrant numbering, location, or classification system, or GIS data relating to location or classification of hydrants, the City will provide that information or data to LCWSA in its native format and update such data no less frequently than annually. This information should include data relating to private or “silver” hydrants, to the extent that such data is maintained by the City.

The City will bear financial responsibility for damage to LCWSA hydrants, water mains or supply lines, or water quality caused by negligent hydrant inspection or flow testing by City personnel. Upon notification or discovery of any such damage, LCWSA will make necessary repairs and will notify the City of the actual labor and material costs incurred as a result of the damage. Unless responsibility for the damage is contested by the City as provided herein, payment will be due to LCWSA from the City within thirty (30) days of its receipt of notice of such costs. If any such cost remains unpaid for any fiscal year in which this MOU is in effect, LCWSA shall deduct all unpaid repair costs incurred by LCWSA during the fiscal year from the annual franchise fee payment otherwise due to the City under the 2019 Franchise Agreement.

Subject to applicable law, the City will indemnify and hold LCWSA harmless from any liability or costs associated with claims of any third-party arising from the City’s engagement in hydrant inspection or flow testing under this MOU.

The City’s responsibility for payment of damage claims and indemnification under this section 4.1 shall survive any expiration or termination of this MOU.

#### *4.2 LCWSA Responsibilities*

LCWSA will provide technical assistance as needed or requested by the City to assist the City with:

- Location information regarding all fire hydrants located in the City
- Technical information or specifications regarding fire hydrants owned and maintained by LCWSA
- Updates to training advice, consultation, or resources regarding best practices for inspection and flow testing under the City Testing Program
- Location and other relevant information regarding new hydrants accepted into LCWSA's maintenance system
- Updates from AWWA regarding hydrant inspection or flow testing procedures.

LCWSA will promptly and in its discretion repair or replace any "black-bagged" hydrant taken out of service, or other hydrant in need of repair, based on any report made to LCWSA by the City or which is otherwise brought to LCWSA's attention. LCWSA will also promptly consider and seek to implement appropriate and reasonable solutions to any reported inadequate flow issues related to hydrants operated within LCWSA's water system within the City. This obligation, however, (1) only extends to hydrants for subdivisions created following the Effective Date hereof; and (2) does not extend to private, or "silver hydrants" which have not been accepted into LCWSA's maintenance system and are the responsibility of private owners.

LCWSA will provide all hydrant inspection and flow testing for LCWSA hydrants located outside of the City.

Upon notification or discovery of damage to its hydrants, water distribution system, or diminution of water quality resulting from negligent hydrant inspection or flow testing by the City, LCWSA will make necessary repairs and will notify the City of and provide documentation for the actual labor and material costs incurred as a result of the damage, for which the City will have responsibility to reimburse LCWSA as provided in this Agreement.

Upon the termination or expiration of this MOU, LCWSA will resume provision of hydrant inspection and flow testing required in its judgment to adequately and properly maintain its system of fire hydrants consistent with its prior practices in fulfillment of the requirements of the 2019 Franchise Agreement.

## **5.0 MISCELLANEOUS**

### **5.1 *City Testing Program as Compliance with LCWSA inspection responsibility.***

For and during the term of this MOU and any extensions thereof, the City Testing Program conducted by the City as provided in this MOU will be deemed by the parties to satisfy any inspection responsibility LCWSA owes to the City under the 2019 Franchise Agreement, as to fire hydrants located within the City. The City Testing Program does not relieve LCWSA of its on-going responsibility to properly maintain, extend, replace, improve as necessary, and supply continuous water supply to its system of fire hydrants sufficient to provide fire protection for the City, as required by the 2019 Franchise Agreement. LCWSA may, however, rely on reports from

the City and the City's inspection of LCWSA fire hydrants, regarding the need for hydrant repair or maintenance.

## **5.2     *Immigration Provision.***

By signing this MOU, the Parties affirm, for the duration of the MOU, 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 MOU and shall be responsible for all damages resulting therefrom.

## **6.0     NOTICES**

Notices under this MOU shall be sent to the following addresses:

City of Madison  
c/o Mayor's Office  
Madison Municipal Complex  
100 Hughes Road  
Madison, AL 35758

With a copy to:  
Legal Department  
Madison Municipal Complex  
100 Hughes Road  
Madison, AL 35758

Limestone County Water and Sewer Authority  
c/o Chairman's Office  
17218 Highway 72 West  
Athens, AL 35611

With a copy to:  
Maynard Nexsen, P.C.  
Attn: Christopher E. Smith  
655 Gallatin Street SW  
Huntsville, AL 35801

## **7.0     SUCCESSORS IN INTEREST**

The provisions of this MOU shall be binding upon and inure only to the benefit of the Parties to the MOU and shall not be assigned to any other party without express written approval of the non-assigning Party.

## **8.0     COMPLIANCE WITH GOVERNMENT REGULATIONS**

Each party to this MOU agrees to comply with federal, state, and local laws, codes, regulations, and ordinances applicable to the work performed under this MOU.

**9.0 SEVERABILITY**

If any provision of this MOU is declared by a court having jurisdiction to be illegal, unenforceable, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the Parties shall be construed and enforced as if the MOU did not contain the particular provision held to be invalid.

**10.0 AMENDMENTS**

The terms and conditions of this MOU shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the Parties hereto.

**11.0 GOVERNING LAW AND DISPUTE RESOLUTION**

This MOU shall be governed by and construed in accordance with the laws of the State of Alabama.

The Parties shall endeavor to resolve any dispute arising out of or relating to this MOU by mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster.

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

**ATTEST:**

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

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

\_\_\_\_\_  
Date

**LIMESTONE COUNTY WATER  
AND SEWER AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Jim Moffatt, Chairman

\_\_\_\_\_

\_\_\_\_\_  
Date

**RESOLUTION NO. 2025-178-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES  
WITH SUTHERLAND SIGHT & SOUND**

**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 Sutherland Sight & Sound for the purchase and installation of AV Systems in the training room at the Public Safety Annex located at 230 Business Park Boulevard, Building 23A, 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 Sutherland Sight & Sound 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 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

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

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

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



## CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this \_\_\_\_\_ day of May 2025, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner,” and Sutherland Sight & Sound, 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 provide and install AV Systems for the new Fire Department large training room and breakout room located at 230 Business Park Boulevard, Building 23A, Madison, Alabama, as specified in Exhibit A (the “Work”) in accordance with the plans, specifications, and directions provided by the Owner and contained in the following exhibit, which is attached to this Agreement and incorporated into it by reference:

**Exhibit A.** Contractor’s proposal dated April 7, 2025

**2. Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **sixty-one thousand five hundred eighty-two dollars and zero cents (\$61,582.00)**. 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 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 Information Technology 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:  
*Sutherland Sight & Sound*  
*3235 Roberson Road*  
*Florence, AL 35630*

**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

**SUTHERLAND SIGHT & SOUND  
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 Sutherland Sight & Sound 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 \_\_\_\_\_ 2025.

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



3235 Roberson Road  
Florence, AL 35630

256-381-1995 Voice  
256-381-1998 Fax

www.sutherlandsound.com

AL/TN/MS/LA/MO  
General Contractor License #46335

## City of Madison - Public Safety Annex Large Training Room & Breakout Room AV Systems v2

Madison, AL

4/7/2025

Contact: Chris White, chris.white@madisonal.gov, 256.541.3485

| Item   | Quantity | Description   | Unit Price | Total              |
|--|----------|---|------------|--------------------|
| <b>Training Room Displays</b>                      |          |   |            |                    |
| <b>A1</b>  | 2        | <b>Sony 85" Commercial Grade LCD Display</b> , 85" 4K Monitor, IP controllable, 3-year commercial grade warranty when installed by authorized Sony integrator.  | \$2,614.00 | \$5,228.00         |
| <b>A2</b>  | 2        | <b>Strong SM-T-XL</b> 85" Tilting LCD Wall Mount.   | \$154.00   | \$308.00           |
| <b>A3</b>  | 2        | <b>Sony 75" Commercial Grade LCD Display</b> , 75" 4K Monitor, IP controllable, 3-year commercial grade warranty when installed by authorized Sony integrator.  | \$1,334.00 | \$2,668.00         |
| <b>A4</b>  | 2        | <b>Strong SM-T-L</b> 75" Tilting LCD Wall Mount.  | \$94.00    | \$188.00           |
| <b>A5</b>  | 4        | <b>Mounting Hardware</b> , 5:1 Factor of Safety, as required.   | \$28.00    | \$112.00           |
| <b>Total:</b>                                      |          |   |            | <b>\$8,504.00</b>  |
| <b>Breakout Room Display</b>                       |          |   |            |                    |
| <b>B1</b>  | 1        | <b>Sony 75" Commercial Grade LCD Display</b> , 75" 4K Monitor, IP controllable, 3-year commercial grade warranty when installed by authorized Sony integrator.  | \$1,334.00 | \$1,334.00         |
| <b>B2</b>  | 1        | <b>Strong SM-T-L</b> 75" Tilting LCD Wall Mount.  | \$94.00    | \$94.00            |
| <b>B3</b>  | 1        | <b>Mounting Hardware</b> , 5:1 Factor of Safety, as required.   | \$28.00    | \$28.00            |
| <b>B4</b>  | 1        | <b>HDMI Input Plate &amp; Cabling</b> , located below TV for local input.   | \$52.00    | \$52.00            |
| <b>Total:</b>                                      |          |   |            | <b>\$1,508.00</b>  |
| <b>Video Matrix Processor &amp; I/O Extensions</b> |          |   |            |                    |
| <b>C1</b>  | 1        | <b>Extron DTP CrossPoint 84 4K</b> 8x4 Seamless 4K Scaling Presentation Matrix Switcher, Two DTP inputs and six HDMI inputs, Two HDMI outputs and two independently scaled DTP outputs, Selectable scaled DTP output rates from 640x480 to 4K   | \$8,592.00 | \$8,592.00         |
| <b>C2</b>  | 1        | <b>DTP HD DA4 4K 230 DTP HD DA 4K 230</b> Four Output DTP Distribution Amplifier, Distributes HDMI plus control and analog audio up to 230 feet (70 meters) over shielded CATx cable, Buffered HDMI input loop-through, Supports computer and video resolutions up to 4K.   | \$2,448.00 | \$2,448.00         |
| <b>C3</b>  | 4        | <b>Extron DTP HDMI 4K 230 RX</b> DTP Receiver for HDMI, Receives HDMI plus control and analog audio up to 230 feet (70 meters) over a shielded CATx cable, Supports computer and video resolutions up to 4K. <i>Receivers for left/right side TV's.</i>   | \$422.00   | \$1,688.00         |
| <b>C4</b>  | 2        | <b>Extron DTP T HWP 4K 231 D</b> DTP Transmitter for HDMI - Decorator-Style Wallplate, Transmits HDMI plus control and analog audio up to 230 feet (70 meters) over a shielded CATx cable, Supports computer and video resolutions up to 4K, Compatible with CATx shielded twisted pair cable. Accepts additional analog stereo audio signals. <i>HDMI Input at front of training room and breakout room.</i> | \$520.00   | \$1,040.00         |
| <b>Total:</b>                                      |          |   |            | <b>\$13,768.00</b> |

| <b>PTZ Camera System (Presenter View)</b> |   |   |                   |            |
|---|---|---|-------------------|------------|
| <b>D1</b>                                 | 1 | <b>Panasonic AW-UE20</b> 1/2.8" HD MOS Sensor, 12x Optical Zoom, Up to 4K30, HDMI/IP Streaming Output, Up to 1080p 3G-SDI/USB Output, ±170° Pan, -30 to 90° Tilt, LAN, UVC, and Serial Control, Mic/Line Stereo Audio Input, PoE+ Compatible              | \$1,280.00        | \$1,280.00 |
| <b>D2</b>                                 | 1 | <b>Blackmagic Design Teranex Mini SDI to HDMI 12G Converter</b> , Advanced High-Data Rate Signal Converter, Supports Up to 4K DCI 4096x2160p Signals, 12G-SDI Input and Loopout, XLR Connections Switchable to AES/EBU. <i>Conversion for PTZ cameras</i> | \$535.00          | \$535.00   |
| <b>D3</b>                                 | 2 | <b>Blackmagic Design Teranex Mini Smart Panel</b>   | \$88.00           | \$176.00   |
| <b>D4</b>                                 | 1 | <b>Blackmagic Design Teranex Mini Rack Shelf</b>  | \$110.00          | \$110.00   |
| <b>Total:</b>                             |   |   | <b>\$2,101.00</b> |            |

| <b>PTZ Camera System (Audience View)</b> |   |   |                   |            |
|--|---|---|-------------------|------------|
| <b>E1</b>                                | 1 | <b>Panasonic AW-UE20</b> 1/2.8" HD MOS Sensor, 12x Optical Zoom, Up to 4K30, HDMI/IP Streaming Output, Up to 1080p 3G-SDI/USB Output, ±170° Pan, -30 to 90° Tilt, LAN, UVC, and Serial Control, Mic/Line Stereo Audio Input, PoE+ Compatible              | \$1,280.00        | \$1,280.00 |
| <b>E2</b>                                | 1 | <b>Blackmagic Design Teranex Mini SDI to HDMI 12G Converter</b> , Advanced High-Data Rate Signal Converter, Supports Up to 4K DCI 4096x2160p Signals, 12G-SDI Input and Loopout, XLR Connections Switchable to AES/EBU. <i>Conversion for PTZ cameras</i> | \$535.00          | \$535.00   |
| <b>Total:</b>                            |   |   | <b>\$1,815.00</b> |            |

| <b>AV to USB-C Encoder</b> |   |   |                   |            |
|----------------------------|---|---|-------------------|------------|
| <b>F1</b>                  | 1 | <b>Extron MediaPort 300</b> 4K HDMI and Audio to USB Scaling Bridge, Seamlessly integrates Pro AV systems and sources into software codec applications, HDMI input supports computer and video resolutions up to 4K/60, Video scaling provides USB output up to 4K/30 to match common software codec requirements, Device connections up to USB 5 Gbps using generic USB drivers for universal compatibility. | \$3,258.00        | \$3,258.00 |
| <b>F2</b>                  | 1 | <b>Extron SW2 USB Pro</b> Two Input USB 10G Switcher, SB 10 Gbps and USB 5 Gbps compatible, Four port output hub with USB-C and Type A connections, Hot Key, Auto, and manual switching capability, Supports selectable Host and Peripheral emulation, Ethernet Control   | \$890.00          | \$890.00   |
| <b>F3</b>                  | 3 | <b>USBC/6 SuperSpeed</b> 5Gbps USB-C Cable, 6'  | \$40.00           | \$120.00   |
| <b>F4</b>                  | 1 | <b>USB-A to USB-B</b> Cable, 6'   | \$14.00           | \$14.00    |
| <b>Total:</b>              |   |   | <b>\$4,282.00</b> |            |

| <b>Wireless BYOD Device</b> |   |  |                   |            |
|-----------------------------|---|--|-------------------|------------|
| <b>H1</b>                   | 1 | <b>ShareLink Pro 2000 4K Wireless Presentation System</b> , Provides full screen mirroring for all devices, ConferenceShare enables wireless use of room cameras for UC meetings, HDMI output supports displaying computer and video resolutions up to 4K, Supports Mac® and Windows® computers as well as Apple® and Android™ tablets and smartphones | \$1,394.00        | \$1,394.00 |
| <b>Total:</b>               |   |  | <b>\$1,394.00</b> |            |

| <b>Audio System DSP w/Dante</b> |   |   |                   |            |
|---------------------------------|---|---|-------------------|------------|
| <b>I1</b>                       | 1 | <b>Biamp TesiraFORTÉ DAN VT</b> Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, and AEC technology (all 12 inputs) | \$3,570.00        | \$3,570.00 |
| <b>Total:</b>                   |   |   | <b>\$3,570.00</b> |            |

| <b>Ceiling Speakers</b> |    |  |                   |            |
|-------------------------|----|--|-------------------|------------|
| <b>J1</b>               | 16 | <b>Extron FF 220T</b> Full-Range Flat Field Speakers with Low Profile Enclosure and 70/100 V Transformer | \$198.00          | \$3,168.00 |
| <b>Total:</b>           |    |  | <b>\$3,168.00</b> |            |

| <b>Power Amplifier</b> |   |  |                 |          |
|------------------------|---|--|-----------------|----------|
| <b>K1</b>              | 1 | <b>Powersoft Mezzo 602 A Power Amplifier</b> , 2 x 160W at 8 ohms, PWM technology Class D amplifier, integrated power control functionality, integrated DSP. | \$986.00        | \$986.00 |
| <b>Total:</b>          |   |  | <b>\$986.00</b> |          |



| <b>Digital Wireless Microphones - 2 Lapel &amp; 1 Handheld</b> |   |  |                   |            |
|--|---|--|-------------------|------------|
| <b>L1</b>  | 1 | <b>Sennheiser EW-D 835-S SET</b> Digital Wireless Handheld Microphone System (R1-6: 520 to 576 MHz), MMD 835 Dynamic Cardioid Mic Capsule, Handheld Transmitter with Mute Switch, Intelligent Diversity Rackmount Receiver, 134 dB of Dynamic Range, 24-Bit Audio, 2240 Frequencies on Equidistant Grid, Set Up/Operate from Phone via Bluetooth, 8-Hour AA /12-Hour Rechargeable Battery, Expandable to 90 Mic Channels/330' Range. | \$682.00          | \$682.00   |
| <b>L2</b>  | 2 | <b>Sennheiser EW-D ME2 SET</b> Digital Wireless Cardioid Lavalier Microphone System (R1-6: 520 to 576 MHz), Lightweight Bodypack Transmitter, Intelligent Diversity Rackmount Receiver, 134 dB of Dynamic Range, 24-Bit Audio, 2240 Frequencies on Equidistant Grid, Set Up/Operate from Phone via Bluetooth, 8-Hour AA /12-Hour Rechargeable Battery, Expandable to 90 Mic Channels/330' Range                                      | \$682.00          | \$1,364.00 |
| <b>L3</b>  | 1 | <b>Sennheiser EW-D ASA</b> 4-Way Active Antenna Splitter with DC Distribution for EW-D Wireless Systems  | \$662.00          | \$662.00   |
| <b>L4</b>  | 1 | <b>RF 50ohm Cabling</b> , as required  | \$40.00           | \$40.00    |
| <b>L5</b>  | 1 | <b>Sennheiser 508869</b> Half Wave Dipole Antenna  | \$34.00           | \$34.00    |
| <b>Total:</b>  |   |  | <b>\$2,782.00</b> |            |

| <b>Control System &amp; Touchscreen</b> |   |  |                   |            |
|---|---|--|-------------------|------------|
| <b>N1</b>                               | 1 | <b>Extron TLP Pro 1025M</b> 10" Wall Mount TouchLink Pro Touchpanel, 10" capacitive touchscreen with 1280x800 resolution and 16 million colors, Ultra-fast quad-core processor for quick page loads, Works with any Extron control processor and HC 400 Series system, PoE+ compatible | \$2,396.00        | \$2,396.00 |
| <b>N2</b>                               | 1 | <b>Extron IPCP Pro s1 xi Control Processor</b> , 1 GB of RAM and 8 GB of Flash, Supports TouchLink Pro touchpanels, eBUS® button panels, Network Button Panels, and IPL EXP expansion interfaces, Supports secure industry standard communications protocols.                          | \$736.00          | \$736.00   |
| <b>Total:</b>                           |   |  | <b>\$3,132.00</b> |            |

| <b>Network Switch w/Dante &amp; PoE+</b> |   |  |                   |            |
|--|---|--|-------------------|------------|
| <b>O1</b>                                | 1 | <b>Netgear M4350-24G4XF</b> 24-Port Gigabit PoE+ Compliant Managed AV Network Switch, 24 x Gigabit Ethernet PoE+ Ports, 4 x 10G SFP+ Ports, 128 Gb/s Switching Capacity, 95.23 Mpps Forwarding Rate, Rackmount Design, 648W Power Budget, Secondary PSU Slot, Intelligent Fan Cooling<br>Optimized for AV-Over-IP Multicasts | \$2,278.00        | \$2,278.00 |
| <b>Total:</b>                            |   |  | <b>\$2,278.00</b> |            |

| <b>Equipment Rack &amp; Power Distribution</b> |   |   |                   |            |
|--|---|---|-------------------|------------|
| <b>P1</b>                                      | 1 | <b>Strong SR-WMS-21U</b> , 21 space equipment wall rack for AV equipment, located in breakout room. | \$1,084.00        | \$1,084.00 |
| <b>P2</b>                                      | 1 | <b>Cool Components FK-120-2</b> 120mm Fan Kit w/Power Supply  | \$78.00           | \$78.00    |
| <b>P3</b>                                      | 4 | <b>Rackmount Panel Blanks</b> , as required.  | \$14.00           | \$56.00    |
| <b>P4</b>                                      | 1 | <b>Middle Atlantic</b> Horizontal & Vertical Power Distro   | \$226.00          | \$226.00   |
| <b>Total:</b>                                  |   |   | <b>\$1,444.00</b> |            |

| <b>System Design, Installation, Programming, and Training</b> |   |  |                    |            |
|---|---|--|--------------------|------------|
| <b>Q1</b>   | 1 | <b>Design and Installation</b> , all audio/video components, configuration as required.  | \$8,650.00         | \$8,650.00 |
| <b>Q2</b>   | 1 | <b>Hardware and Cabling</b> , as required, <i>with full enterprise network remote control and monitoring via PC and/or iPad.</i> | \$1,450.00         | \$1,450.00 |
| <b>Q3</b>   | 1 | <b>Programming</b> of control system. as required.   | \$750.00           | \$750.00   |
| <b>Q4</b>   | 1 | <b>Training</b> of staff regarding control system operation and configuration.   | \$0.00             | \$0.00     |
| <b>Total:</b>   |   |  | <b>\$10,850.00</b> |            |

All pricing good 30 days unless impacted by tariffs, tax exempt.

**Grand Total: \$61,582.00**

## RESOLUTION NO. 2025-179-R

### AUTHORIZING THE PURCHASE AND INSTALLATION OF EMERGENCY COMMUNICATIONS EQUIPMENT FROM MOTOROLA SOLUTIONS THROUGH THE STATE OF ALABAMA DEPARTMENT OF FINANCE PROCUREMENT DIVISION

**WHEREAS**, Motorola Solutions maintains Contract Number 16932 with the State of Alabama Department of Finance, Division of Procurement, for hardware, software, and services contracts; and

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

**WHEREAS**, the IT Department has requested the purchase of one Mach Alert System to include hardware installation and software for use by the Fire Department at the Public Safety Annex located at 230 Business Park Boulevard, Building 23A, pursuant to attached Quote No. 3109277, dated April 29 , 2025; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the above-mentioned purchase and payment therefor are hereby authorized, the total amount expended not to exceed **sixty thousand two hundred twelve dollars and twenty-five cents (\$60,212.25)**, 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 27<sup>th</sup> day of May 2025.

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

ATTEST:

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2025

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



QUOTE-3109277

04/29/2025

MADISON, CITY OF  
100 HUGHES RD  
MADISON, AL 35758

Dear Chief Brandy Williams,

Motorola Solutions is pleased to present MADISON, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

Alabama State Contract# MA220000003341-3

This information is provided to assist you in your evaluation process. Our goal is to provide MADISON, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kade Harris at [Kade.Harris@motorolasolutions.com](mailto:Kade.Harris@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kade Harris



QUOTE-3109277

Billing Address:  
MADISON, CITY OF  
100 HUGHES RD  
MADISON, AL 35758  
US

Quote Date:04/29/2025  
Expiration Date:06/06/2025  
Quote Created By:  
Kade Harris  
Kade.Harris@  
motorolasolutions.com

End Customer:  
MADISON, CITY OF  
Chief Brandy Williams

## Summary:

Alabama State Contract# MA220000003341-3

| Line #           | Item Number  | Description  | Qty | List Price  | Sale Price  | Ext. Sale Price |
|------------------|--------------|--|-----|-------------|-------------|-----------------|
| Product Services |              |  |     |             |             |                 |
| 1                | LSV01Q00387A | ASTRO TECHNICAL ASSISTANCE<br>Madison County 911 Network<br>Configuration. Engineering to<br>Madison Fire Department Mach<br>Alert System. On site<br>Configuration and testing.                         | 1   | \$16,131.50 | \$14,665.00 | \$14,665.00     |
| Product Services |              |  |     |             |             |                 |
| 2                | LSV00Q00203A | DEVICE INSTALLATION<br>Installation of PA System and<br>Volume Controls, Cabinet install<br>with all Mach Alert Hardware<br>wiring.  | 1   | \$37,714.29 | \$34,285.72 | \$34,285.72     |
| 3                | LSV00Q01073A | DEVICE MISCELLANEOUS<br>DEVICE PARTS/EQUIPMENT<br>Includes Hardware and<br>Software for Mach Alert for<br>control of Basic Functions. PA<br>system in rooms and<br>Firefighter Area. Volume<br>Controls. | 1   | \$12,387.69 | \$11,261.53 | \$11,261.53     |

Grand Total

\$60,212.25(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-3109277

## Notes:

- This quote contains items with approved price exceptions applied against them.
- Alabama State Contract# MA220000003341-3
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

**RESOLUTION NO. 2025-180-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES  
WITH THE LIOCE GROUP**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a purchase agreement with The Lioce Group through Sourcewell Purchasing Cooperative Contract No. 112124-SEC, as well as a contractor agreement with Sutherland Sight and Sound, for the purchase and installation of Smart Boards and associated hardware and support services at the Public Safety Annex located at 230 Business Park Boulevard, Building 23A, 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 The Lioce Group and Sutherland Sight and Sound 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 27<sup>th</sup> day of May 2025.

**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 May 2025.

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

# Exhibit A



**The Lioce Group**  
2950 Drake Avenue  
Huntsville, AL  
liocegroup.com  
256.650.4150

Tuesday, May 20, 2025

Pricing based on Sourcwell Contract # 112124-SEC

## Sharp Aquos Smart Board 75" – Main Training Room

### **4W-B75FT5U**

75" Aquos Interactive Display  
Multi-Touch Screen  
20-point simultaneous touch detection  
LogiTech Rally Bar

**\*\*Does not include mini CPU**

**\*\*Mounting by Sutherland Sight and Sound**

### **Main Training Room**

| <u>Item</u>   | <u>Purchase Price</u> |
|---|-----------------------|
| Display   | \$2,798.00            |
| TV Wall Mount                                       | \$351.75              |
| LogiTech Rally Bar - Graphite                       | \$4,824.30            |
| Rally Bar TV Mount                                  | \$252.80              |
| Optional – Hot Swaps and ongoing training – 3 Years | \$1,000.00            |
| <b>Total</b>  | <b>\$9,226.85</b>     |



**The Lioce Group**  
 2950 Drake Avenue  
 Huntsville, AL  
 liocegroup.com  
 256.650.4150

Pricing based on Sourcewell Contract # 112124-SEC

## 2 Sharp Aquos Smart Boards 65" – Two Break Out Rooms

### **4W-B65FT5U (QTY 2)**

65" Aquos Interactive Display

Multi-Touch Screen

20-point simultaneous touch detection

LogiTech Rally Bar Mini

**\*\*Does not include mini CPU**

**\*\*Mounting by Sutherland Sight and Sound**

### **Break Out Rooms**

| <u>Item</u>   | <u>Purchase Price (QTY1)</u> | <u>Purchase Price (QTY2)</u> |
|---|------------------------------|------------------------------|
| Display   | \$1,778.00                   | \$3,556.00                   |
| TV Wall Mount                                       | \$94.40                      | \$188.80                     |
| LogiTech Rally Bar Mini - Graphite                  | \$3,905.15                   | \$7,810.30                   |
| Rally Bar Mini TV Mount                             | \$252.80                     | \$505.60                     |
| Optional – Hot Swaps and ongoing training – 3 Years | \$1,000.00                   | \$2,000.00                   |
| Total   | \$7,030.35                   | <b>\$14,060.70</b>           |

Thank you for the opportunity to submit a proposal. Please contact me if you have any questions or need any additional information at (256) 650-4141.

Sincerely,

Adam Hiatt  
 The Lioce Group, Inc



**RESOLUTION NO. 2025-163-R****A RESOLUTION AUTHORIZING A PROFESSIONAL CONTRACTOR SERVICES AGREEMENT FOR FIRST RESPONDER WELLNESS SUPPORT**

**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 contractor services agreement with Stacy Thomas, M.S., A.L.C., to provide professional wellness and counseling support for City of Madison first responder personnel in the police and fire departments, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Contractor Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the 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 Stacy Thomas 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 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

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

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

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

## **PROFESSIONAL CONTRACTOR SERVICES AGREEMENT**

**THIS AGREEMENT** for professional contractor services (“Agreement”) 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 “City,” and Stacy Thomas, M.S., A.L.C., located at \_\_\_\_\_, Madison, Alabama 35756, hereinafter referred to as “Contractor.”

**WHEREAS**, Contractor is a retired Police Officer and Detective of the Madison Police Department; and

**WHEREAS**, Contractor holds a Master’s Degree in Clinical Mental Health; and

**WHEREAS**, the Human Resources Department desires to continue Contractor’s engagement as an in-house counselor to provide wellness support for first responders, to assist with training for all City employees, and to act as a liaison between the City and its other employee assistance providers; and

**WHEREAS**, Contractor is a unique provider of such services, and she possesses the experience and qualifications necessary to offer the same to the City; and

**WHEREAS**, City desires to avail itself of Contractor’s services, and Contractor desires to provide the same to City on a part-time basis;

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

1. **SCOPE OF SERVICES:** In fulfillment of the terms of this Agreement, Contractor shall provide the following services on a part-time basis under the direction of the Director of Human Resources and in coordination with the Police Chief and Fire Chief:
  - A. First responder wellness checks, counseling support, and therapy referrals;
  - B. Regular lunch and learn sessions for first responders;
  - C. Group therapy sessions for first responders;
  - D. Critical Incident response and support for involved employees, first responders, and their immediate family members;
  - E. Assistance with Human Resources Department training for all City employees.
  - F. In-service training for first responders;

G. Mental wellness training and job-related support for immediate family members of first responders on an as-needed basis;

H. Up to four (4) group mental wellness sessions per month for seniors in coordination with the Madison Senior Center.

2. **PAYMENT FOR SERVICES; EFFECT ON RETIREMENT:** City agrees to pay, and Contractor agrees to accept, a sum not to exceed thirty-eight thousand dollars (\$38,000) throughout the term for the services described in Section 1 of the Agreement. This sum shall be payable in monthly installments of three thousand one hundred sixty-seven dollars (\$3,167.00) per month. The parties acknowledge that compensation paid in any calendar year shall not exceed RSA's earnings limitation, prorated by month for said year.

a. Contractor shall not be compensated for Contractor's own professional training, meals, travel, or lodging expenses incurred in the execution of the terms of this Agreement without prior written approval of City, such approval to be given at the sole discretion of the Director of Human Resources.

b. All taxes applicable to payments made to Contractor hereunder shall be the sole responsibility, obligation, and liability of Contractor.

c. Contractor shall invoice the City monthly for the services performed, terms net thirty (30) days, and shall therein specifically describe the services performed by providing, at a minimum:

1. The date the services were rendered.
2. A short description of the services performed.
3. The hours required to perform such services.
4. Contractor shall submit each invoice not later than the fifth (5<sup>th</sup>) day of the month next following the month during which the services were rendered.
5. City may require the submission of additional information, details, and/or justification for any item on any invoice as a condition of payment.

d. Contractor hereby expressly accepts all responsibility for any impact, of whatever nature, this Agreement and the work performed hereunder may have on eligibility for or receipt of retirement benefits of any kind.

e. Contractor's work performed pursuant to this Agreement shall comply with Employee Retirement System of Alabama ("ERS") regulations, as well as Act 2014-297. The parties acknowledge that it is Contractor's sole responsibility to monitor and comply with ERS rules in order to avoid a suspension of retirement benefits.

f. City agrees to provide office space and conference room access for the provision of the scope of services.

g. City agrees to provide a City-issued cell phone to Contractor for the provision of the scope of services.

h. The HR Department will provide a stipend of approximately eight hundred dollars (\$800) for the term of this Agreement to Contractor to use for light concessions, publications, training materials, and training courses to support the public purposes of Contractor's services. Contractor shall ensure that all expenditures are spent solely in support of the Scope of Work described in this Agreement. The HR Director or her designee shall coordinate with Contractor to budget and manage any funding designated for this purpose. Contractor shall document and provide receipts for all expenditures within thirty (30) days after making such purchases.

### **3. ENTIRE AGREEMENT; NON-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 City and Contractor. This Agreement supersedes all other agreements, whether oral or written, which may have previously existed between the parties.

### **4. EFFECTIVE DATE; TERM**

This Agreement shall become effective on June 1, 2025, and continue for a term of one year. Upon mutual written agreement of Contractor and City, the term of this Agreement may be extended.

### **5. TERMINATION**

a. Either party may terminate this Agreement with or without cause upon ninety (90) days' written notice to the other party.

b. Termination of the Agreement by either party shall not entitle the other party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or of expenditures, investments, or obligations incurred or made by either party.

### **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 the Contractor shall not be or be deemed to be an employee of the City nor shall she be entitled to any benefit of current City employment whatsoever as a result of this Agreement. Further, Contractor

agrees not to pledge the credit of the City, or to purchase, rent, lease, or contract for equipment or any other thing or service in the name of the City. Contractor may choose her work hours.

## **7. INDEMNIFICATION & INSURANCE**

Contractor agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, losses, damages, liabilities, judgments, costs, and expenses which may form the basis of any suit, judgment, execution, claim, or demand, including costs and attorney's fees, which arise out of or are in any way connected with the Contractor's performance of her obligations under this agreement. Contractor will maintain professional liability insurance during the term of this agreement and will provide a copy to City upon the commencement of the term.

## **8. ASSIGNMENT OF CONTRACT**

Consultant may not assign, transfer, convey, sell, or otherwise dispose of this Agreement or any part of it.

## **9. GOVERNING LAW**

The laws of the State of Alabama shall govern this Agreement.

## **10. NOTICES**

All notices to City shall be addressed to:

City of Madison  
Human Resources Department  
100 Hughes Road  
Madison, Alabama 35758

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

All notices addressed to Consultant shall be addressed to:

Stacy Thomas  
\_\_\_\_\_  
Madison, Alabama 35756

## **11. SEVERABILITY AND WAIVER**

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable as written, but that limitation of such provision would render it valid and

enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party hereto to enforce any provision of this Agreement, or to exercise any right herein, shall not be construed as a waiver or limitation of that party's right to subsequently enforce and strictly compel compliance with that and every other provision of this Agreement.

**12. EXCUSED PERFORMANCE**

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with the law, decree, or order of any governmental agency or of any judicial, legislative, or executive authority, whether the same shall be local, state or federal in origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever, said reason 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 hindered may, at its option, suspend without liability, the performance of its obligations hereunder.

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

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

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

**Stacy Thomas, Contractor**

\_\_\_\_\_  
Stacy Thomas

\_\_\_\_\_  
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 Stacy Thomas, whose name is signed to the foregoing instrument and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

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

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

**RESOLUTION NO. 2025-173-R**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH SWATEK, VAUGHN, & BRYAN, LLC**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Professional Services Agreement with Swatek, Vaughn, & Bryan, LLC, ("SV & B") for governmental affairs consulting and lobbying services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contract," 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 SV & B, in the amount(s) and manner set forth in the Contract 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 27th day of May 2025.

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

**ATTEST:**

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

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

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





Contract

City of Madison, AL

Governmental Relations and Lobbying

## CONTRACT

Swatek, Vaughn & Bryan, LLC (“SV&B”) presents the following contract extension to the City of Madison (“Madison”). The proposed contract extension includes governmental affairs consulting and lobbying services to be provided for the term of the agreement.

### **Scope of Work**

The proposed lobbying and consulting services include the following:

#### *Governmental Relations/Lobbying/Strategic Consulting*

- SV&B will work with Madison regarding issues – regulatory, legislative, executive, or agency – of general and specific interest to Madison.
- SV&B will work with Madison to develop and execute a comprehensive lobbying strategy for successful achievement of Madison priorities.
- SV&B will identify key policy makers and stakeholders in the legislature and executive branches as advocates and champions for Madison priorities.

### **Schedule and Fees**

SV&B proposes a monthly retainer of five thousand dollars (\$5,000.00) for a period of twelve months beginning June 9, 2025 and ending June 8, 2026, and to include all expense through the term of this contract. Regarding expenses, any expenditure specifically made on behalf of Madison out of the ordinary course of business will be pre-approved and all expenses shall fall within the Alabama Code of Ethics.

Agreed To:

**Date**

\_\_\_\_\_

**Madison by:**

Paul Finley, Mayor

**SV&B by:**

\_\_\_\_\_

ATTEST:

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

## RESOLUTION NO. 2025-160-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:

**Levi Alexander's request to rezone property located south of Perry Street, west of Sullivan Street from R-2 (Medium Density Residential District) to B1 (Neighborhood Business District), and**

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

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

**SECTION 1.** A public hearing will be held by the City Council on July 14, 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 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

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

*Resolution No. 2025-160-R*

*Page 1 of 2*

**City of Madison, Alabama**

Approved this 27<sup>th</sup> day of May 2025.

---

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

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on June 4, 2025

***Attachment A***

*Resolution No. 2025-160-R*

*Page 2 of 2*

**PROPOSED ORDINANCE NO. 2025-161**

**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 B1  
(NEIGHBORHOOD 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 B1 (Neighborhood Business District):

ALL THAT PART OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GREENFIELD SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 9, PAGE 31 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND SAID POINT BEING A 1/2" CAPPED IRON PIN SET "JWK&A CA-1098LS" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE NORTH 87 DEGREES 28 MINUTES 23 SECONDS WEST AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 396.41 FEET TO A CONCRETE MONUMENT FOUND ON THE EAST BOUNDARY OF LOT 4, BLOCK 1 OF MOORE SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 2, PAGE 64 IN THE OFFICE OF THE JUDGE OF PROBATE;

THENCE NORTH 01 DEGREES 51 MINUTES 07 SECONDS EAST AND ALONG SAID EAST BOUNDARY, A DISTANCE OF 51.35 FEET TO A 3/4" REBAR FOUND AT THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2006- 796070;

THENCE SOUTH 89 DEGREES 24 MINUTES 33 SECONDS EAST AND ALONG SAID BOUNDARY, A DISTANCE OF 210.15 FEET TO A 1/2" CAPPED IRON PIN FOUND "TACON";

THENCE NORTH 01 DEGREES 52 MINUTES 22 SECONDS EAST, A DISTANCE OF 208.53 FEET TO A CONCRETE MONUMENT FOUND ON THE SOUTH MARGIN OF PERRY STREET, A RIGHT OF WAY OF UNDETERMINED WIDTH;

THENCE SOUTH 88 DEGREES 23 MINUTES 36 SECONDS EAST AND ALONG SAID SOUTH MARGIN, A DISTANCE OF 190.93 FEET TO A REBAR SET "JWK&A CA-1098LS" ON THE WEST MARGIN OF SULLIVAN STREET, A RIGHT OF WAY OF UNDETERMINED WIDTH;

THENCE SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST AND ALONG SAID WEST MARGIN, A DISTANCE OF 270.03 FEET TO A 1/2" CAPPED IRON PIN SET TO THE POINT OF BEGINNING AND CONTAINING 1.43 ACRES, MORE OR LESS.

LESS AND EXCEPT:

ALL THAT PART OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GREENFIELD SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 9, PAGE 31 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND SAID POINT BEING A 1/2" CAPPED IRON PIN SET "JWK&A CA-1098LS"; THENCE NORTH 87 DEGREES 28 MINUTES 23 SECONDS WEST AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 186.32 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE CONTINUE NORTH 87 DEGREES 28 MINUTES 23 SECONDS WEST AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 210.09 FEET TO A CONCRETE MONUMENT FOUND ON THE EAST BOUNDARY OF LOT 4, BLOCK 1 OF MOORE SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 2, PAGE 64 IN THE OFFICE OF THE JUDGE OF PROBATE;

THENCE NORTH 01 DEGREES 51 MINUTES 07 SECONDS EAST AND ALONG SAID EAST BOUNDARY, A DISTANCE OF 51.35 FEET TO A 3/4" REBAR FOUND AT THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2006- 796070;

THENCE SOUTH 89 DEGREES 24 MINUTES 33 SECONDS EAST AND ALONG SAID BOUNDARY, A DISTANCE OF 210.15 FEET TO A 1/2" CAPPED IRON PIN FOUND "TACON";

THENCE SOUTH 01 DEGREES 52 MINUTES 22 SECONDS WEST, A DISTANCE OF 58.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.26 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RECORDED OR UNRECORDED FOR PUBLIC UTILITIES AND/OR RIGHTS-OF-WAY.

**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 B1 (Neighborhood Business District).

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

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

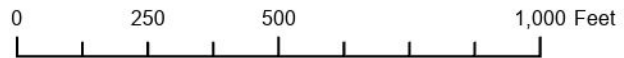
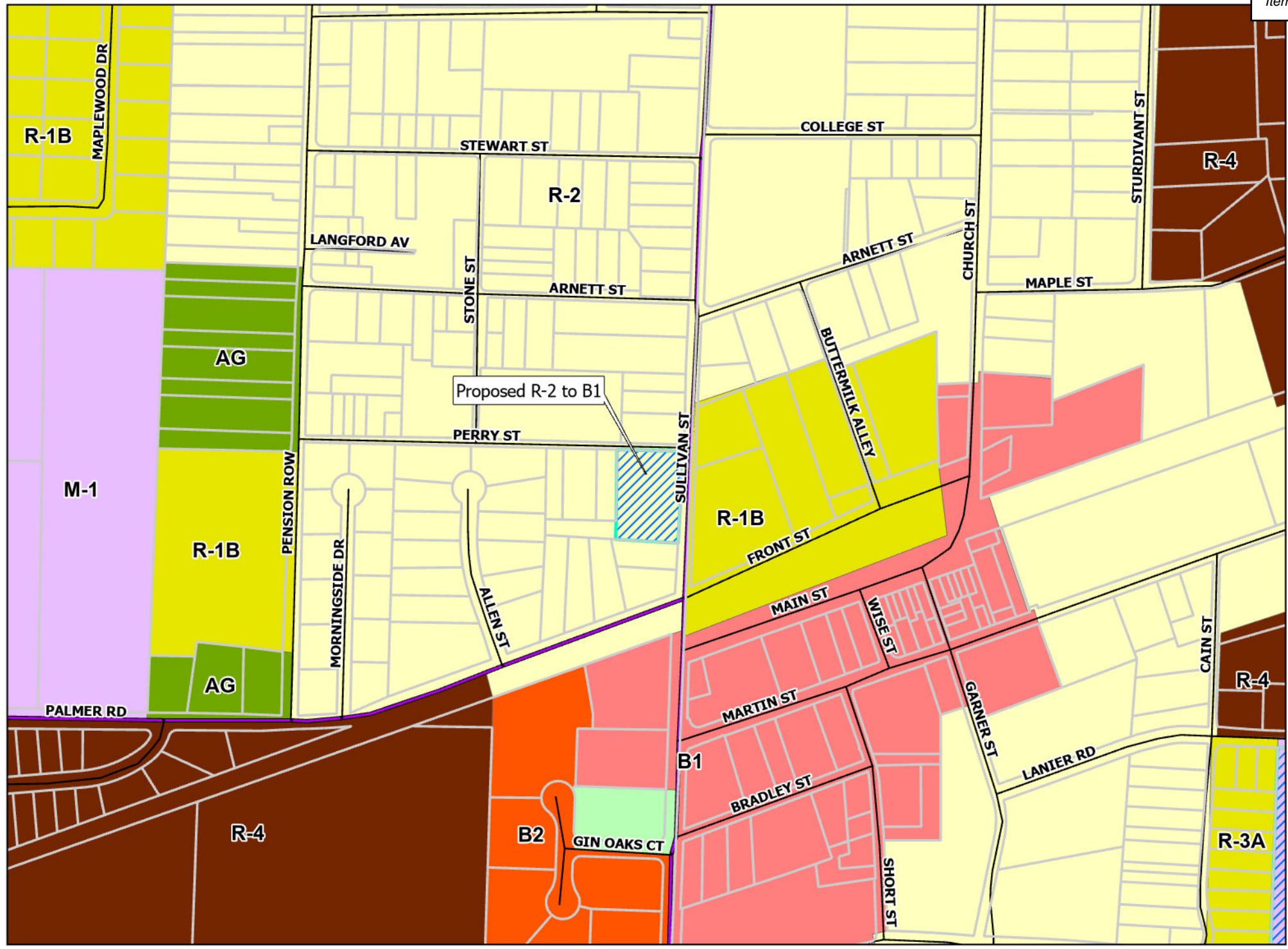
\_\_\_\_\_  
**John D. Seifert II, Council President**  
**City of Madison, Alabama**

**ATTEST:**

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

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

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



### Rezoning R-2 to B1





**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 B1  
 (NEIGHBORHOOD BUSINESS DISTRICT).**

**NOTICE IS HEREBY GIVEN** that, pursuant to a request duly submitted to the City of Madison by Levi Alexander, the City Council of the City of Madison, Alabama, will hold a public hearing on the 14<sup>th</sup> day of July, 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:

ALL THAT PART OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GREENFIELD SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 9, PAGE 31 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND SAID POINT BEING A 1/2" CAPPED IRON PIN SET "JWK&A CA-1098LS" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE NORTH 87 DEGREES 28 MINUTES 23 SECONDS WEST AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 396.41 FEET TO A CONCRETE MONUMENT FOUND ON THE EAST BOUNDARY OF LOT 4, BLOCK 1 OF MOORE SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 2, PAGE 64 IN THE OFFICE OF THE JUDGE OF PROBATE;

THENCE NORTH 01 DEGREES 51 MINUTES 07 SECONDS EAST AND ALONG SAID EAST BOUNDARY, A DISTANCE OF 51.35 FEET TO A 3/4" REBAR FOUND AT THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2006- 796070;

THENCE SOUTH 89 DEGREES 24 MINUTES 33 SECONDS EAST AND ALONG SAID BOUNDARY, A DISTANCE OF 210.15 FEET TO A 1/2" CAPPED IRON PIN FOUND "TACON";

THENCE NORTH 01 DEGREES 52 MINUTES 22 SECONDS EAST, A DISTANCE OF 208.53 FEET TO A CONCRETE MONUMENT FOUND ON THE SOUTH MARGIN OF PERRY STREET, A RIGHT OF WAY OF UNDETERMINED WIDTH;

THENCE SOUTH 88 DEGREES 23 MINUTES 36 SECONDS EAST AND ALONG SAID SOUTH MARGIN, A DISTANCE OF 190.93 FEET TO A REBAR SET "JWK&A CA-1098LS" ON THE WEST MARGIN OF SULLIVAN STREET, A RIGHT OF WAY OF UNDETERMINED WIDTH;

THENCE SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST AND ALONG SAID WEST MARGIN, A DISTANCE OF 270.03 FEET TO A 1/2" CAPPED IRON PIN SET TO THE POINT OF BEGINNING AND CONTAINING 1.43 ACRES, MORE OR LESS.

LESS AND EXCEPT:

ALL THAT PART OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GREENFIELD SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 9, PAGE 31 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND SAID POINT BEING A 1/2" CAPPED IRON PIN SET "JWK&A CA-1098LS"; THENCE NORTH 87 DEGREES 28 MINUTES 23 SECONDS WEST AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 186.32 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE CONTINUE NORTH 87 DEGREES 28 MINUTES 23 SECONDS WEST AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 210.09 FEET TO A CONCRETE MONUMENT FOUND ON THE EAST BOUNDARY OF LOT 4, BLOCK 1 OF MOORE SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 2, PAGE 64 IN THE OFFICE OF THE JUDGE OF PROBATE;  
THENCE NORTH 01 DEGREES 51 MINUTES 07 SECONDS EAST AND ALONG SAID EAST BOUNDARY, A DISTANCE OF 51.35 FEET TO A 3/4" REBAR FOUND AT THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2006- 796070;  
THENCE SOUTH 89 DEGREES 24 MINUTES 33 SECONDS EAST AND ALONG SAID BOUNDARY, A DISTANCE OF 210.15 FEET TO A 1/2" CAPPED IRON PIN FOUND "TACON";  
THENCE SOUTH 01 DEGREES 52 MINUTES 22 SECONDS WEST, A DISTANCE OF 58.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.26 ACRES, MORE OR LESS.  
SUBJECT TO EASEMENTS, RECORDED OR UNRECORDED FOR PUBLIC UTILITIES AND/OR RIGHTS-OF-WAY.

**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 4<sup>th</sup> day of June 2025.

**DATED** at Madison, Alabama, this 11<sup>th</sup> day of June 2025.

---

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



## RESOLUTION NO. 2025-156-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:

**Scariya Kumar's request to rezone property located north of West Dublin Drive, west of Sullivan Street from R-4 (Multi-Family District) to B3 (General Business District), and**

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

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

**SECTION 1.** A public hearing will be held by the City Council on July 14, 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 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

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

*Resolution No. 2025-156-R*  
*Page 1 of 2*

Approved this 27<sup>th</sup> day of May 2025.

---

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

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on June 4, 2025

***Attachment A***

*Resolution No. 2025-156-R*  
*Page 2 of 2*

**PROPOSED ORDINANCE NO. 2025-157**

**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 B3  
(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 B3 (General Business District):

Lot 2, Block 6, according to the Plat of a Resubdivision of Lot 2, Block 6 of Arlington Park (as recorded in Plat Book 19 at pages 8 & 9) as recorded in Plat Book 24 at pages 32-33 in the Office of the Judge of Probate of Madison County, Alabama.

**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 B3 (General Business District).

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

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

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

**ATTEST:**

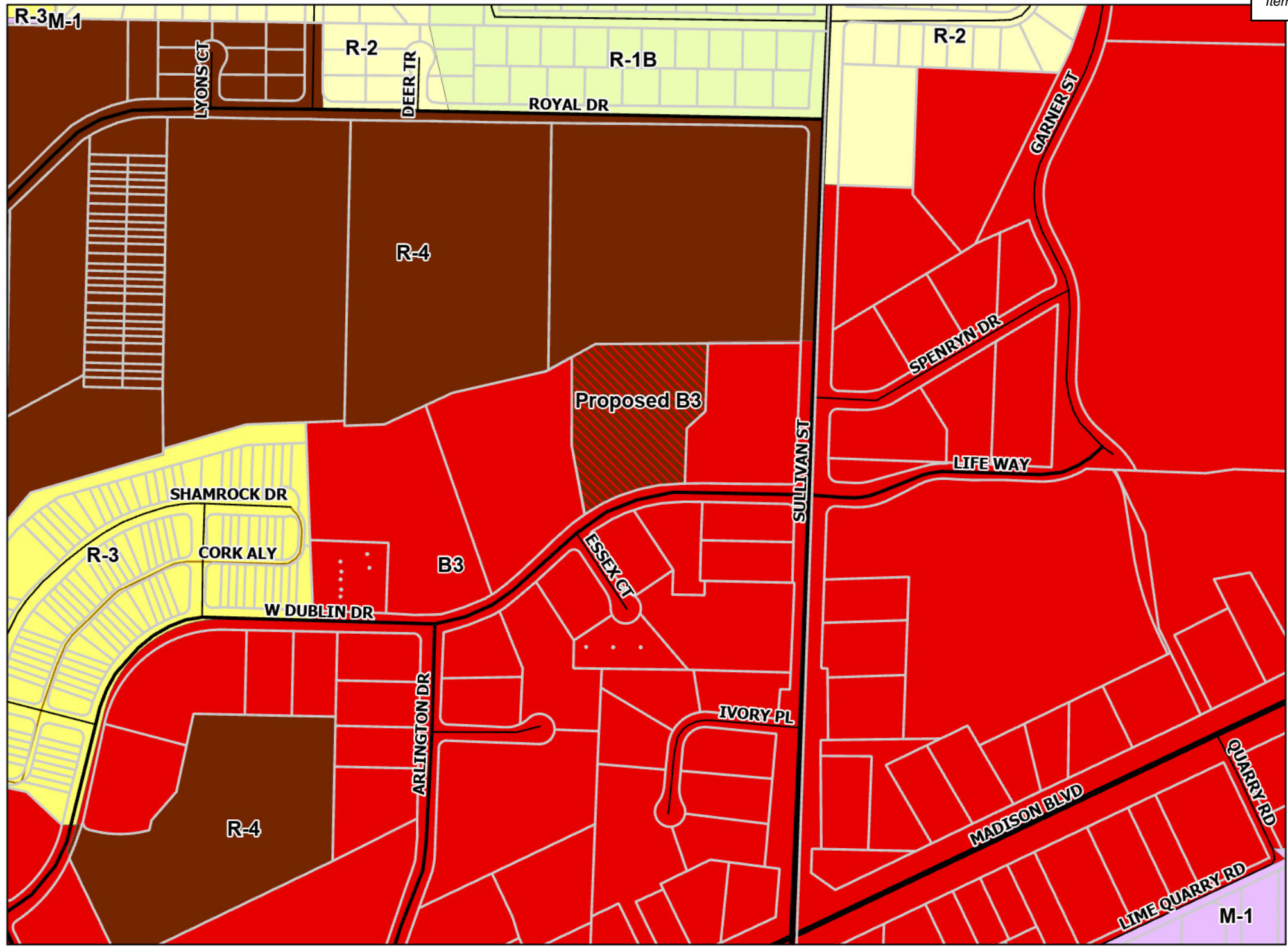
\_\_\_\_\_  
**Lisa Thomas, City Clerk-Treasurer**  
**City of Madison, Alabama**

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

*Ordinance No. 2025-157*  
*Page 1 of 2*

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



Proposed R-4 to B3



**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 B3  
(GENERAL BUSINESS DISTRICT).**

**NOTICE IS HEREBY GIVEN** that, pursuant to a request duly submitted to the City of Madison by Scariya Kumar, the City Council of the City of Madison, Alabama, will hold a public hearing on the 14<sup>th</sup> day of July, 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:

Lot 2, Block 6, according to the Plat of a Resubdivision of Lot 2, Block 6 of Arlington Park (as recorded in Plat Book 19 at pages 8 & 9) as recorded in Plat Book 24 at pages 32-33 in the Office of the Judge of Probate of Madison County, Alabama.

**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 4<sup>th</sup> day of June 2025.

**DATED** at Madison, Alabama, this 11<sup>th</sup> day of June 2025.

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

## RESOLUTION NO. 2025-158-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:

**Haliburton Surveying & Mapping's request to zone property located east of the intersection of Chadrick Drive and Brentwood Lane to R-1A (Low Density Residential District) upon annexation**

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

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

**SECTION 1.** A public hearing will be held by the City Council on July 14, 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 27<sup>th</sup> day of May 2025.

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

**ATTEST:**

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

**City of Madison, Alabama**

Approved this 27<sup>th</sup> day of May 2025.

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

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on June 4, 2025

***Attachment A***

*Resolution No. 2025-158-R*  
*Page 2 of 2*



**PROPOSED ORDINANCE NO. 2025-159**

**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 R-1A (Low Density Residential District):

**ALL THAT PART OF LOTS 8 AND 9, BLOCK 2 OF EASTVIEW MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 6 ON PAGE 99 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A BENT 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT AND THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 47 MINUTES 09 SECONDS EAST 137.20 FEET TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE, FROM THE POINT OF BEGINNING, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 42 MINUTES 43 SECONDS EAST 59.84 FEET TO A 1" REBAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 9 AND THE NORTHWEST CORNER OF LOT 8, BLOCK 2 OF SAID SUBDIVISION; THENCE, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 50 MINUTES 11 SECONDS EAST 191.02 FEET TO A 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF THE SUSAN D.ELEDR MANAGEMENT TRUST, ET AL TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2011-414460 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, LEAVING BRENTWOOD LANE, ALONG THE WEST BOUNDARY OF THE SUSAN D. ELDER TRACT, SOUTH 01 DEGREES 33 MINUTES 45 SECONDS WEST 416.26 FEET TO A 3/4" CRIMPED IRON PIPE FOUND; THENCE, ALONG THE SOUTH BOUNDARIES OF LOTS 8 AND 9, BLOCK 2 OF SAID SUBDIVISION, NORTH 88 DEGREES 54 MINUTES 54 SECONDS WEST 249.94 FEET TO A 5/8" REBAR FOUND AT THE SOUTHEAST CORNER OF THE JAMES GAY AND CARLY SKINNER TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2018-21668 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, ALONG GAY AND SKINNER'S BOUNDARY, NORTH 01 DEGREES 26 MINUTES 07 SECONDS EAST 416.73 FEET TO THE POINT OF BEGINNING, CONTAINING 2,394 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC., DATED MAY 29, 2024.**

**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.

**ATTACHMENT A**

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this 14<sup>th</sup> day of July 2025.

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

**ATTEST:**

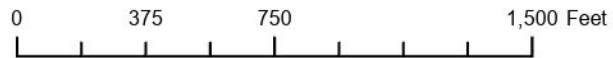
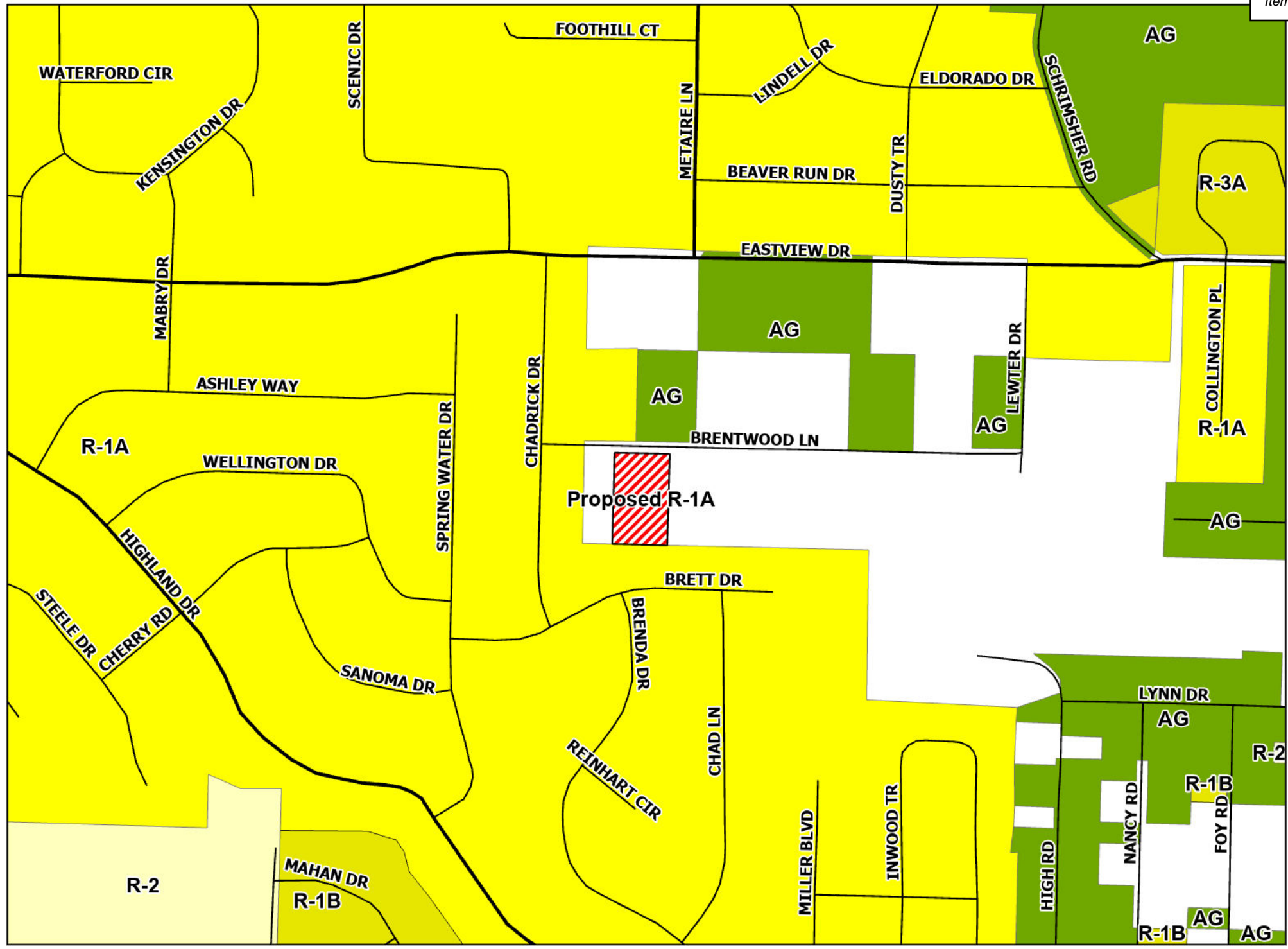
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***Lisa Thomas, City Clerk-Treasurer***  
**City of Madison, Alabama**

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

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



### Proposed Zoning to R-1A



**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 Halliburton Surveying & Mapping, the City Council of the City of Madison, Alabama, will hold a public hearing on the 14<sup>th</sup> day of July, 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:

ALL THAT PART OF LOTS 8 AND 9, BLOCK 2 OF EASTVIEW MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 6 ON PAGE 99 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A BENT 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT AND THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 47 MINUTES 09 SECONDS EAST 137.20 FEET TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE, FROM THE POINT OF BEGINNING, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 42 MINUTES 43 SECONDS EAST 59.84 FEET TO A 1" REBAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 9 AND THE NORTHWEST CORNER OF LOT 8, BLOCK 2 OF SAID SUBDIVISION; THENCE, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 50 MINUTES 11 SECONDS EAST 191.02 FEET TO A 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF THE SUSAN D.ELEDR MANAGEMENT TRUST, ET AL TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2011-414460 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, LEAVING BRENTWOOD LANE, ALONG THE WEST BOUNDARY OF THE SUSAN D. ELDER TRACT, SOUTH 01 DEGREES 33 MINUTES 45 SECONDS WEST 416.26 FEET TO A ¾" CRIMPED IRON PIPE FOUND; THENCE, ALONG THE SOUTH BOUNDARIES OF LOTS 8 AND 9, BLOCK 2 OF SAID SUBDIVISION, NORTH 88 DEGREES 54 MINUTES 54 SECONDS WEST 249.94 FEET TO A 5/8" REBAR FOUND AT THE SOUTHEAST CORNER OF THE JAMES GAY AND CARLY SKINNER TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2018-21668 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, ALONG GAY AND SKINNER'S BOUNDARY, NORTH 01 DEGREES 26 MINUTES 07 SECONDS EAST 416.73 FEET TO THE POINT OF BEGINNING, CONTAINING 2,394 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC., DATED MAY 29, 2024.

**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 4<sup>th</sup> day of June 2025.

**DATED** at Madison, Alabama, this 11<sup>th</sup> day of June 2025.

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

**ORDINANCE NO. 2025-162**

**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 May 12, 2025, 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:

**0 BRENTWOOD LANE**

**ALL THAT PART OF LOTS 8 AND 9, BLOCK 2 OF EASTVIEW MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 6 ON PAGE 99 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A BENT 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT AND THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 47 MINUTES 09 SECONDS EAST 137.20 FEET TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE, FROM THE POINT OF BEGINNING, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 42 MINUTES 43 SECONDS EAST 59.84 FEET TO A 1" REBAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 9 AND THE NORTHWEST CORNER OF LOT 8, BLOCK 2 OF SAID SUBDIVISION; THENCE, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 50 MINUTES 11 SECONDS EAST 191.02 FEET TO A 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF THE SUSAN D. ELEDR MANAGEMENT TRUST, ET AL TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2011-414460 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, LEAVING BRENTWOOD LANE, ALONG THE WEST BOUNDARY OF THE SUSAN D. ELDER TRACT, SOUTH 01 DEGREE 33 MINUTES 45 SECONDS WEST 416.26 FEET TO A 3/4" CRIMPED IRON PIPE FOUND; THENCE, ALONG THE SOUTH BOUNDARIES OF LOTS 8 AND 9, BLOCK 2 OF SAID SUBDIVISION, NORTH 88 DEGREES 54 MINUTES 54 SECONDS WEST 249.94 FEET TO A 5/8" REBAR FOUND AT THE SOUTHEAST CORNER OF THE JAMES GAY AND CARLY SKINNER TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2018-21668 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, ALONG GAY AND SKINNER'S BOUNDARY, NORTH 01 DEGREES 26 MINUTES 07 SECONDS EAST 416.73 FEET TO THE POINT OF BEGINNING, CONTAINING 2,394 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC., DATED MAY 29, 2024.**

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

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



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

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

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

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

**0 BRENTWOOD LANE**

**ALL THAT PART OF LOTS 8 AND 9, BLOCK 2 OF EASTVIEW MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 6 ON PAGE 99 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A BENT 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT AND THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 47 MINUTES 09 SECONDS EAST 137.20 FEET TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE, FROM THE POINT OF BEGINNING, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 42 MINUTES 43 SECONDS EAST 59.84 FEET TO A 1" REBAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 9 AND THE NORTHWEST CORNER OF LOT 8, BLOCK 2 OF SAID SUBDIVISION; THENCE, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 50 MINUTES 11 SECONDS EAST 191.02 FEET TO A 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF THE SUSAN D. ELDER MANAGEMENT TRUST, ET AL TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2011-414460 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, LEAVING BRENTWOOD LANE, ALONG THE WEST BOUNDARY OF THE SUSAN D. ELDER TRACT, SOUTH 01 DEGREE 33 MINUTES 45 SECONDS WEST 416.26 FEET TO A 3/4" CRIMPED IRON PIPE FOUND; THENCE, ALONG THE SOUTH BOUNDARIES OF LOTS 8 AND 9, BLOCK 2 OF SAID SUBDIVISION, NORTH 88 DEGREES 54 MINUTES 54 SECONDS WEST 249.94 FEET TO A 5/8" REBAR FOUND AT THE SOUTHEAST CORNER OF THE JAMES GAY AND CARLY SKINNER TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2018-21668 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, ALONG GAY AND SKINNER'S BOUNDARY, NORTH 01 DEGREE 26 MINUTES 07 SECONDS EAST 416.73 FEET TO THE POINT OF BEGINNING, CONTAINING 2,394 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC., DATED MAY 29, 2024.**

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 14<sup>th</sup> day of July 2025.

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

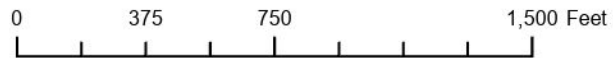
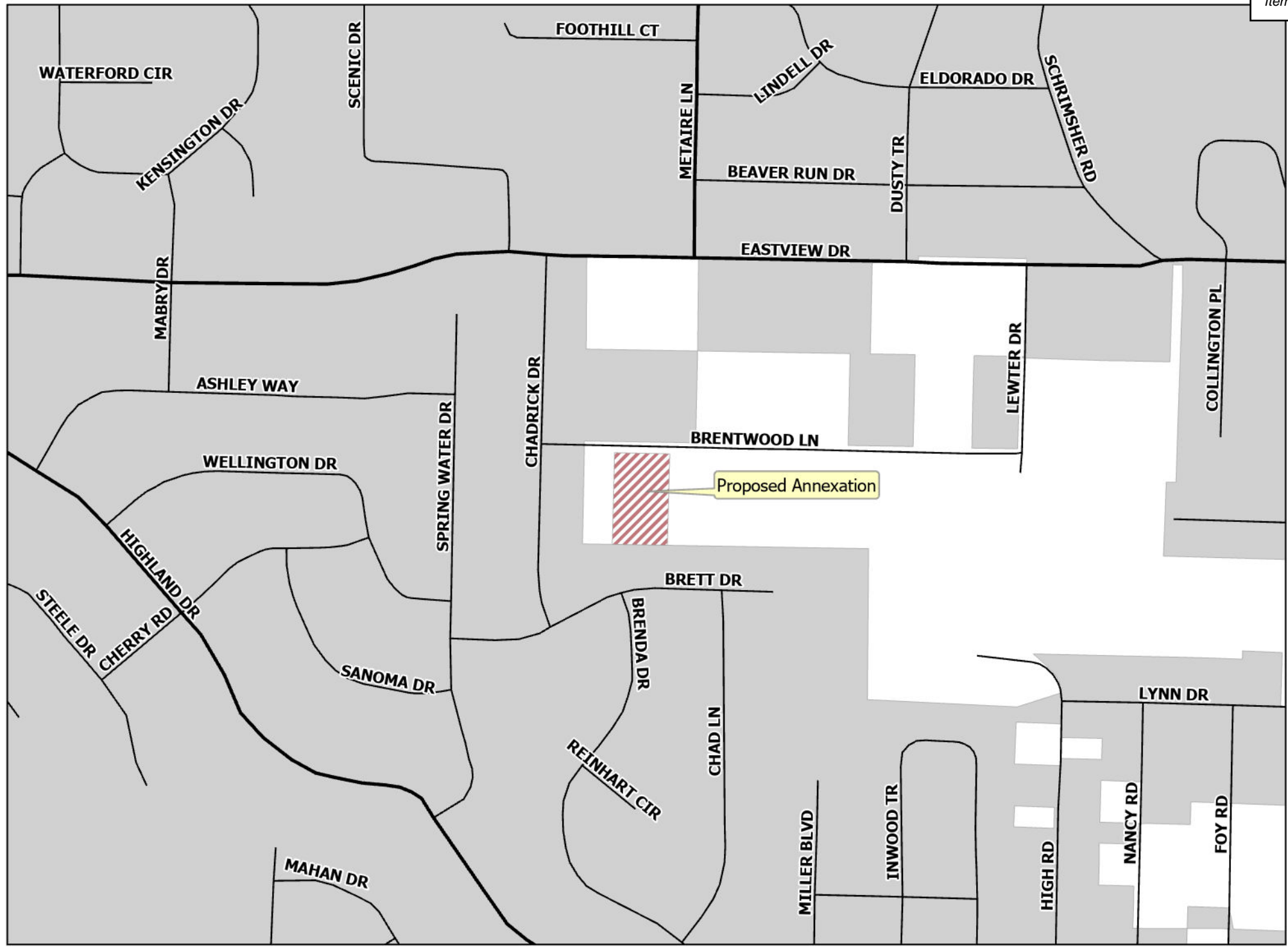
**ATTEST:**

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

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

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





### Proposed Annexation



## ORDINANCE NO. 2025-164

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

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Rock Family Properties, LLC**, requesting the vacation of a portion of a utility and drainage easement located within Tract 2B of a Resubdivision of Tract 2 of Mary Margaret Lanier Frost Lands and further described as follows:

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

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

AND

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

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

THENCE FROM THE POINT OF BEGINNING, WEST A DISTANCE OF 291.52 FEET TO THE INTERSECTION OF SAID SOUTHERLY MARGIN OF A 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT AND THE EASTERLY MARGIN OF A 25-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID EASTERLY MARGIN, NORTH 01 DEGREES 00 MINUTES 32 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE EAST A DISTANCE OF 289.30 FEET TO A POINT ON THE WESTERLY MARGIN OF A 10-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID MARGIN, SOUTH 07 DEGREES 30 MINUTES 26 SECONDS EAST A DISTANCE OF 15.13 FEET OF BEGINNING, CONTAINING 4356 SQUARE FEET OR 0.100 ACRES, MORE OR LESS.

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

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

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

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of June 2025.

---

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

**ATTEST:**

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

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

---

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

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

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

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

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

THENCE FROM THE POINT OF BEGINNING AND ALONG SAID ACQUIRED RIGHT OF WAY, SOUTH 01 DEGREES 04 MINUTES 29 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF A 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE LEAVING SAID RIGHT OF WAY, WEST A DISTANCE OF 653.67 FEET TO THE INTERSECTION OF SAID SOUTHERLY MARGIN OF A 20-FOOT PUBLIC UTILITY AND DRAINAGE

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

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

AND

ALL THAT PART OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF LOT 2, A RESUBDIVISION OF TRACT 2B OF A PLAT OF A RESUBDIVISION OF TRACT 2 MARY MARGARET LANIER FROST LANDS AS RECORDED IN PLAT BOOK 13, PAGE 29 AND OTHER LANDS AND BEING RECORDED IN PLAT BOOK 24, PAGE 96, AND A RESUBDIVISION OF LOT 3 OF MADISON CENTER, A RESUBDIVISION OF LOT 2 OF A RESUBDIVISION OF LOT 1A OF A PLAT OF A RESUBDIVISION OF LOT NO. 1 OF A RESUBDIVISION OF TRACT 2 B OF A RESUBDIVISION OF TRACT 2 OF MARY MARGARET LANIER FROST LANDS AS RECORDED IN PLAT BOOK 32, PAGE 51, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 35, PAGE 38. THENCE FROM THE POINT OF COMMENCEMENT, WEST 20.00 FEET TO THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUIRED BY DOCUMENT NUMBER 2018-00015849, AS RECORDED IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA; THENCE ALONG SAID ACQUIRED RIGHT OF WAY, SOUTH 01 DEGREES 04 MINUTES 29 SECONDS WEST 20.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, WEST A DISTANCE OF 673.84 FEET TO THE POINT OF BEGINNING OF A PORTION OF 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE VACATED.

THENCE FROM THE POINT OF BEGINNING, WEST A DISTANCE OF 291.52 FEET TO THE INTERSECTION OF SAID SOUTHERLY MARGIN OF A 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT AND THE EASTERLY MARGIN OF A 25-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID EASTERLY MARGIN, NORTH 01 DEGREES 00 MINUTES 32 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE EAST A DISTANCE OF 289.30 FEET TO A POINT ON THE WESTERLY MARGIN OF A 10-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID MARGIN, SOUTH 07 DEGREES 30 MINUTES 26 SECONDS EAST A DISTANCE OF 15.13 FEET OF BEGINNING, CONTAINING 4356 SQUARE FEET OR 0.100 ACRES, MORE OR LESS.

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

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

City of Madison, Alabama,  
a municipal corporation

Attest:

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

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

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

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

Given under my hand this the \_\_\_\_ day of June 2025.

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







**RESOLUTION NO. 2025-174-R**

**A RESOLUTION AUTHORIZING A MEMORANDUM OF  
UNDERSTANDING WITH THE CITY OF MADISON BOARD OF  
EDUCATION FOR A WEAPONS DETECTION CANINE**

**WHEREAS**, the City of Madison Board of Education (“BOE”) and the City of Madison (“City”) desire to acquire, train, and maintain care and operational use of a weapons detection dog (herein “K9”) ; and

**WHEREAS**, the K9 will be trained to enhance school safety within BOE properties, and the City will provide for the well-being and effectiveness of the K9 through professional law enforcement support;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Understanding (“MOU”), which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Memorandum of Understanding” to memorialize the City’s agreement with the BOE for the acquisition, care and training of the K-9; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached MOU, and, except for the extension or cancellation of the MOU and the extension authorized in this resolution, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of May 2025.

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

**ATTEST:**

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

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

---

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF MADISON BOARD OF EDUCATION  
AND THE CITY OF MADISON REGARDING  
WEAPONS DETECTION CANINE**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Madison Board of Education (“COMBOE”) and the City of Madison (“City”), collectively referred to as “Parties.”

**I. Purpose**

The purpose of this MOU is to establish the applicable terms and conditions agreed between the parties for the acquisition, training, care, maintenance, and operational use of one (1) weapons detection dog (“K9”).

COMBOE will also pay for the costs associated with the initial training expenses of the K9 handler, as well as the following: outfitting one (1) existing City vehicle with a kennel and heat alert system; basic handler startup equipment for the handler; collapsible crate for home/travel use for the K9. The City will assume ownership of the K9s and will also provide for the recurring costs necessary to maintain the K9. This partnership aims to enhance school safety by utilizing the K9 for weapons detection within District properties while ensuring the well-being and effectiveness of the K9 through professional law enforcement support.

**II. Responsibilities of COMBOE**

COMBOE agrees to:

1. Provide \$41,071.00 in funding for the initial acquisition of the K9 and to pay for initial equipment and specialized training of the police officer in the City’s Police Department (“Department”), designated by the Department as the K9 handler for the K9 and for any District handler(s). If the initial costs associated with the acquisition of the K9, training and equipment exceed that sum, the parties will negotiate in good faith regarding payment of any excess amount.
2. Work collaboratively with the City in the selection and certification of the K9.
3. Allow the City to assume ownership of the K9 under this MOU and to provide for the daily care and deployment of the K9 in accordance with best practices for law enforcement service animals.
4. Authorize and permit access to the K9 and handler for deployment for school safety and security purposes, including weapons detection on or within COMBOE properties during, before or after school hours as deemed necessary or appropriate.
5. Permit City deployment of the K9 on an emergency or as-needed basis when such deployment will not interfere with or jeopardize use of the K9 for school safety and security purposes.

### III. Responsibilities of the City

The City agrees to:

1. Designate a trained K9 police officer of the City (“Handler”) who will be responsible for the daily handling, training reinforcement, and deployment of the K9, including payment for specialized training for additional or replacement Handler(s) after the initial specialized training to be provided at COMBOE’s expense to initial Handler(s) designated by the City. All City-provided Handlers will be and remain employees of the City. The City will have sole responsibility for all personnel decisions made regarding a K9 Handler, however, COMBOE will retain the right to deny admission of any Handler to COMBOE facilities if it determines that the behavior or conduct of the Handler is not consistent with policies and procedures applicable to COMBOE employees, or that the presence of a particular Handler on COMBOE facilities is not in the best interest of COMBOE, its students, faculty, administrators or staff. In such event, COMBOE and City agree to work collaboratively on replacement of such Handler and payment of any attendant training costs.
2. Maintain and pay premiums for appropriate insurance coverage for the K9, in coverage and amounts acceptable to COMBOE and which lists COMBOE as an additional insured.
3. Pay for the cost of routine and emergency veterinary care, including vaccinations, medications, and medical procedures necessary for the K9’s health and effectiveness.
4. Provide for the recurring costs of the K9 (food, grooming, and any other necessary recurring costs) to maintain the well-being of the K9.
5. Ensure the K9 and Handler(s) receive ongoing training and certification to maintain proficiency in weapons detection.
6. Deploy the K9 daily within District schools, stadiums, parking lots, athletic fields, and other COMBOE properties according to a schedule set in coordination with the Safety and Security Coordinator and school administrators. On all such deployments, a City provided Handler will transport and accompany the K9 as needed for the deployment.
7. Retain responsibility for the K9’s off-duty housing and care at the Handler’s residence.
8. In the event of the death or other loss of the K9, coordinate application for any applicable insurance proceeds, and work with COMBOE toward acquisition, training and deployment of any replacement K9, applying such insurance proceeds toward costs incurred in doing so.

### IV. Ownership and Retirement

1. The K9 shall remain the property of the City throughout its service life.
2. If the K9 is deemed unfit for service due to age, injury, or other factors, the Parties will jointly determine retirement procedures, including potential adoption by the Handler or other appropriate arrangements.
3. In the event of disputes regarding the K9’s use, care, or retirement, the Parties will engage in good-faith negotiations to resolve the matter.

## **V. Liability and Indemnification**

1. COMBOE and City shall each be responsible for their respective employees, agents, and representatives in connection with the implementation of this MOU.
2. COMBOE shall not be liable for any actions taken by the City, its officers, or the Handler in the course of their duties.
3. The City shall, to the extent allowed by law, indemnify and hold harmless COMBOE from any liability arising from the K9s' deployment by the City outside of District property or unrelated to District safety operations.

## **VI. Term and Termination**

1. This MOU shall take effect on the date of execution and remain in force for a period of five years, unless extended or terminated by mutual agreement.
2. Either Party may terminate this MOU with a 30-day written notice to the other Party.
3. Upon termination, the Ownership remains with the City and final disposition of the K9 will be determined.

## **VII. Miscellaneous Provisions**

1. Amendments: This MOU may be amended only in writing, signed by both Parties.
2. Non-Binding Intent: This MOU is not intended to create any legally enforceable obligations beyond the specific terms outlined herein.
3. Governing Law: This MOU shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

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Dr. Ed Nichols, Superintendent  
City of Madison Board of Education

---

Paul Finley, Mayor  
City of Madison

Attest:

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Lisa D. Thomas  
City Clerk-Treasurer

**RESOLUTION NO. 2025-165-R**

**AUTHORIZING A TRANSPORTATION AGREEMENT  
WITH MADISON STREET FESTIVAL, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an agreement with Madison Street Festival, Inc., for the use of MARS buses for the Madison Street Festival to be held Saturday, October 4, 2025, said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement for Bus Transportation," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**READ, PASSED, AND ADOPTED** at the regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of May 2025.

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

**ATTEST:**

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

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

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

# AGREEMENT FOR BUS TRANSPORTATION

City of Madison Parks & Recreation Department |  
Madison Street Festival, Inc.

The City of Madison Parks & Recreation Department and the Madison Street Festival, Inc. have agreed that Madison Street Festival, Inc. may use THREE (3) MARS buses for the Madison Street Festival to be held on Saturday, October 4, 2025.

## COMPENSATION

Madison Street Festival, Inc. agrees to pay the overtime wage of thirty dollars (\$30) per hour for each bus driver and will reimburse the City of Madison for the gas usage of the three vehicles.

## SCHEDULE

The buses will start at 7:00 AM on October 4, 2025. One will start at CrossPointe Church on Hughes Road and one at the City Stadium on Celtic Drive. Please see the attached bus routes for each location. The buses will run until the patrons have left the festival grounds, anytime between 4:30 PM and 5:30 PM. The Madison Street Festival, Inc. Transportation Chair will let each of them know when they are released.

The Transportation Chair may have a meeting (place and time to be determined) with all the bus drivers the week prior to the festival to answer any questions and go over the routes for the day.

## INVOICING

The City of Madison Parks & Recreation Department will send an invoice to Madison Street Festival, Inc. no later than thirty (30) days after the day of the festival. Please email to [msftreasurer@gmail.com](mailto:msftreasurer@gmail.com) AND [transportation.msf@gmail.com](mailto:transportation.msf@gmail.com)

City of Madison, Alabama  
Inc.

Madison Street Festival,

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

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESOLUTION NO. 2025-166-R****AUTHORIZING A LICENSE AGREEMENT WITH SAGES & SEEKERS, INC.,  
FOR USE OF PROGRAM MATERIALS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Licensing Agreement ("Agreement") with Sages & Seekers, a program of ONEgeneration, for use of Sages & Seekers name and trademark in addition to their licensed manual which contains information and instruction related to organizing, facilitating, and running the S&S Program, for Madison Senior Center, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "License 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 Sages & Seekers, Inc., in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of May 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 May 2025.

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



# Sages & Seekers License Agreement

## Cover Sheet

Thank you for your interest in the Sages & Seekers Program! We are excited about the opportunity to work with you. This License Agreement (this "Agreement") is between Sages & Seekers, a program of ONEgeneration, a California not-for-profit corporation with an address at 17400 Victory Blvd., Van Nuys, CA 91406 ("S&S"), and the Customer listed below ("Licensee"). This Agreement is effective as of the Effective Date set forth below. This Agreement includes (1) this Cover Sheet and (2) the attached Standard Terms and Conditions.

### Licensee Information:

|  |  |
|--|--|
| <b>Licensee:</b> Madison City Senior Center              |  |
| <b>Name of Contact:</b> Levoneia Ayers, Lawanda Mason    | <b>Phone:</b> (256) 772-6242   |
| <b>Address:</b> 1329 Browns Ferry Rd., Madison, AL 35758 | <b>Email:</b> <a href="mailto:Levoneia.Ayers@madisonal.gov">Levoneia.Ayers@madisonal.gov</a> ,<br><a href="mailto:Lawanda.Mason@madisonal.gov">Lawanda.Mason@madisonal.gov</a> |

### Program Details:

#### Background:

S&S provides an eight-week "intergenerational collaboration" program (the "S&S Program") to senior facilities, schools and other customers. In connection with this S&S Program, S&S has developed a manual which contains information and instruction related to organizing, facilitating and running the S&S Program (the "Program Manual"). The Program Manual includes, among others, worksheets intended to be used in connection with the S&S Program ("Worksheets").

Licensee desires to run its own intergenerational collaboration program using the Sages & Seekers name and trademark (the "S&S Mark") and in accordance with the Program Manual (the "Licensee Program"). Subject to the payment of the fees described herein and the other terms and conditions set forth in the attached Standard Terms and Conditions, S&S desires to provide Licensee with access to the Program Manual, and to allow Licensee to use the Program Manual and S&S Mark solely in connection with the authorized operation of the Licensee Program.

#### Responsibility:

**It is the responsibility of the licensee to email (info@sagesandseekers.org) portrait photos and tribute essays from each program run at the facility to be used in S&S newsletters and on the S&S website.**

#### Additional Details:

- **Effective Date:** June 18, 2025
- **Fee:** \$2500, plus \$150 annually starting June 18, 2026 to maintain license usage
- **Payment Terms:** Licensee will pay to S&S \$2500 on the Effective Date. Starting on June 18, 2026, Licensee must pay to S&S \$150 each year for continued usage of the manual license.

This Agreement is ACCEPTED AND AGREED TO as of the Effective Date:

#### Licensee

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

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

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

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

#### SAGES & SEEKERS, INCORPORATED

By: Rachel Shader

Name: Rachel Shader

Title: Program Director

Date: May 7, 2025

# Sages & Seekers License Agreement

# Standard Terms and Conditions

## 1. PROGRAM MANUAL

**1.1 Delivery and License.** S&S will provide to Licensee a copy of the Program Manual following the Effective Date. Subject to the terms and conditions hereof, S&S grants to Licensee a non-exclusive, non-transferable, non-sublicenseable license to use the Program Manual during the Term solely in connection with the authorized operation of the Licensee Program.

**1.2 Additional Terms.** Licensee may distribute the program manual to James Clemens High School but will not distribute the Program Manual to any other third party. Licensee will not make copies of the Program Manual, other than copies of the Worksheets as necessary in connection with the authorized operation of the Licensee Program. Licensee will not modify the Program Manual; to the extent Licensee creates any such modifications, S&S shall own such modifications and Licensee hereby assigns all right, title and interest in and to such modifications to S&S. Licensee will hold in confidence the Program Manual and related information, and will use reasonable measures to maintain such confidentiality. Licensee shall not use the Program Manual other than as expressly set forth herein.

## 2. TRADEMARK

**2.1 License.** Subject to the terms and conditions hereof, S&S grants to Licensee a non-exclusive, non-transferable, non-sublicenseable license to use and display the S&S Mark during the Term solely in connection with the authorized marketing, promotion and operation of the Licensee Program.

**2.2 Additional Terms.** All goodwill resulting from Licensee's use of the S&S Mark will inure to the benefit of S&S. Licensee shall not do anything that is inconsistent with S&S's interest in the S&S Mark, or the validity thereof. Licensee may not use the S&S Mark or any mark similar thereto as part of the domain name of any website. Licensee shall not attempt to obtain any rights in any trademark that is confusingly similar to, dilutive of or employs any part of the S&S Mark. S&S shall have the right to observe Licensee's operation of the Licensee Program and use of the S&S Mark, and Licensee shall cooperate in good faith with S&S in connection therewith. Licensee will provide S&S with a copy of all materials (including printed materials and website pages) using or displaying the S&S Mark prior to use or distribution, and Licensee shall not use or distribute such materials without S&S's prior approval. If at any time S&S determines that Licensee's use of the S&S Mark is or may be detrimental to S&S's interest therein, S&S may issue instructions to Licensee concerning Licensee's continued use of the S&S Mark. Licensee will promptly comply with such instructions or cease the use of the S&S Mark. Licensee shall not use the S&S Mark other than as expressly set forth herein.

## 3. LICENSEE PROGRAM

**3.1 Conduct.** Licensee shall conduct the Licensee Program in accordance with the Program Manual, and in compliance with all applicable laws and regulations. Licensee agrees that the nature and quality of the Licensee Program shall conform to the standards set by S&S in the S&S Program.

**3.2 Responsibility.** Licensee shall be solely responsible for all liability and losses that may arise from the Licensee Program, and Licensee agrees to defend, indemnify and hold harmless S&S from all liability, damages, losses, claims, suits, proceedings, actions, costs and expenses (including reasonable

attorneys' fees) relating to the Licensee Program or any breach by Licensee of this Agreement.

## 4. PROPRIETARY RIGHTS

Except as expressly set forth herein, (a) S&S reserves and retains all right, title and interest in and to the Program Manual, S&S Mark, and S&S Program, and (b) nothing in this Agreement is intended to create any licenses, releases or covenants not to sue, whether by implication or estoppel, to Licensee under any intellectual property right of S&S.

## 5. TERM AND TERMINATION

This Agreement is effective as of the Effective Date and shall continue until terminated as set forth below (the "Term"). Either party may terminate this Agreement at any time on fifteen (15) days' prior written notice to the other party. Upon termination of this Agreement, (a) Licensee shall immediately cease all use of the Program Manual and S&S Mark, and (b) Licensee shall return to S&S or destroy the Program Manual, and all copies thereof. Sections 1.2, 2.2, 3.2, 4, 5, 6 and 7 shall survive the expiration or termination of this Agreement.

## 6. DISCLAIMER; LIMITATION OF LIABILITY

**6.1 Disclaimer.** THE PROGRAM MANUAL AND S&S MARK ARE PROVIDED "AS IS," AND S&S EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE S&S PROGRAM, THE S&S MARK AND THE PROGRAM MANUAL, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

**6.2 Limitation of Liability.** S&S SHALL HAVE NO LIABILITY HEREUNDER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF S&S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL S&S'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER EXCEED THE AMOUNTS PAID TO S&S BY LICENSEE UNDER THIS AGREEMENT.

## 7. GENERAL

All disputes, claims or controversies arising out of this Agreement or the transactions contemplated hereby shall be governed by the laws of the State of California without regard to its rules of conflict of laws. Each of the parties hereby consents to submit to the exclusive jurisdiction of the courts of California and of the United States of America located in California for any litigation among the parties hereto relating to this Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter herein and may not be modified except in a writing executed by both parties. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by Licensee without the prior written consent of S&S. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and the remainder will continue in effect, to the extent consistent with the intent of the parties as of the Effective Date. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.



# Invoice

ONEgeneration- Sages & Seekers  
 17400 Victory Blvd.  
 Van Nuys, CA 91406  
[www.sagesandseekers.org](http://www.sagesandseekers.org)

**Bill To:**

Madison City Senior Center  
 1329 Browns Ferry Road  
 Madison, AL 35758  
 attn: Levoneia Ayers, Lawanda Mason  
 Levoneia.Ayers@madisonal.gov,  
 Lawanda.Mason@madisonal.gov

James Clemens High School  
 11306 County Line Road  
 Madison, AL 35756  
 attn: Chris Cruz  
 cacruz@madisoncity.k12.al.us

**Invoice Number:** MAN-MAD.2505

**Invoice Date:** May 7, 2025

**Payment Due:** June 18, 2025

**Amount Due (USD):** \$2500

**ITEMS**
**AMOUNT**

Sages & Seekers 8-Week Program Manual License

\$2500

Total

\$2500

**Amount Due**

**\$2500**

MSC partnering with James Clemens on Sages & Seekers intergenerational **program** that's designed to develop empathy and diminish social isolation and ageism, while meeting the universal and compelling need of both teens and older adults to find meaning and purpose in their lives. Seekers develop social-emotional skills while also enhancing their interviewing, listening, writing, and public-speaking competencies. It is an 8-week program done twice a year once in the fall and spring semester. There will be approximately 15 students that will partner with 15 seniors and they interact with the curriculum provided by the Sage & Seekers organization. The curriculum will be led by the James Clemens Instructors and LaWanda(MSC Coordinator). The initial investment is \$2,500.00 for the curriculum with a \$150.00 annual fee each year. Please see website below:

<https://sagesandseekers.org/>