



Agenda

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

6:00 PM
Council Chambers
October 13, 2025

AGENDA NO. 2025-19-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Huey Hudson of Restoration Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2025-18-RG, dated September 22, 2025

B. Minutes No. 2025-03-SP, dated September 30, 2025

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation by Mayor Finley to Redstone Toastmasters Club designating October 21, 2025, as Redstone Toastmasters Day in the City of Madison

8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and periodic bills to be paid
- B. **Resolution No. 2025-317-R:** Ratification of an Amended Renewal of Supplemental Insurance (\$31,598.60 to be paid from General Operating budget)
- C. **Resolution No. 2025-318-R:** Authorizing an agreement with TransUnion Risk and Alternative Data Solutions, Inc. (\$225 per month to be paid from Police Department budget)
- D. **Resolution No. 2025-326-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 064222 on an incident which occurred June 15, 2025, to a Police vehicle (\$1,392.81 [minus \$1,000 deductible] to be deposited into General Operating account)
- E. **Resolution No. 2025-327-R:** Declaring personal property formerly used by the Mayor and City Council Members of the 2020-2025 Administration surplus and authorizing its disposal
- F. **Resolution No. 2025-329-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 064532 on an incident which occurred August 1, 2025 to a Police Department vehicle (\$4,764.92 [less \$1,000 deductible] to be deposited into General Operating account)
- G. Authorization of third and final payment to GPR-South Madison, LLC pursuant to Resolution No. 2024-162-R, approved on July 8, 2024 (\$297,000 to be paid from General Services - Special Projects)
- H. Acceptance of \$44.22 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Re-appointment of Gerald Clark to Place 7 of the Madison Station Historic Preservation Commission with a term expiration of October 27, 2028

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

ENGINEERING

- A. Resolution No. 2025-305-R:** Authorizing a Professional Services Agreement with Halliburton Surveying & Mapping, Inc. for surveying services along the west side of Segers Road at Moore Creek Phase 1 Subdivision (\$10,000 to be paid from Engineering Department budget)
- B. Resolution No 2025-311-R:** Authorizing a Professional Services Agreement with Ivaldi Engineering for traffic signal design services for Project 26-003 | Town Madison Boulevard and I-565 Intersection Improvements (\$79,457.50 to be paid from Engineering Department budget)
- C. Resolution No 2025-313-R:** Authorizing Amendment No. 1 with Kimley-Horn and Associates, Inc. for additional surveying and design services to include Oak Street related to Project 25-006 | Sullivan and Mill Intersection Improvements (\$74,500.00 to be paid from Engineering Department budget)
- D. Resolution No. 2025-324-R:** Authorizing a Professional Services Agreement with ECS Southeast, LLC, for geotechnical work on Segers Road and Maecille Drive (\$10,000 to be paid from Fund 38)
- E. Resolution No 2025-325-R:** Authorizing Amendment No. 1 with Croy Engineering for Additional Geotechnical Services on Project 25-005 Sullivan and Brownsferry Intersection Improvements (\$3,295 to be paid from Engineering Department Budget)

FACILITIES AND GROUNDS

- A. Resolution No. 2025-314-R:** Authorizing an agreement with American Overhead Door for preventative maintenance services (\$15,877 to be paid from Facilities & Grounds Department budget)
- B. Resolution No. 2025-322-R:** Authorizing a Professional Services Agreement with J.M. Phillips Engineering, LLC, to provide civil engineering design services and a topographic survey for a proposed retaining wall along the Toyota Field parking lot boundary to correct soil erosion (\$19,500 to be paid from the Multi-Use Venue Maintenance Fund)

FIRE & RESCUE

- A. Resolution No. 2025-319-R:** Authorizing a subscription agreement with Locality Media, Inc. for a one-year subscription to First Due software (\$34,497.23 to be paid from Fire Department budget)
- B. Resolution No. 2025-320-R:** Authorizing an amended Professional Services Agreement with Vickers Consulting Services, Inc. for preparation of an updated Assistance to Firefighters Grant Application (\$250 to be paid from Fire Department budget)

LEGAL

- A. Proposed Ordinance No. 2025-302:** Authorizing Franchise Agreement with Uniti Fiber GulfCo, LLC (First Reading 09/22/2025)
- B. Proposed Ordinance No. 2025-315:** Authorizing Madison Utilities to dispose of certain real property to the North Alabama Gas District (First Reading)
- C. Proposed Ordinance No. 2025-316:** Authorizing Madison Utilities to dispose of certain real property to the Limestone County Water and Sewer Authority (First Reading)

PLANNING

- A. Proposed Ordinance No. 2025-267:** Establishing an Arts & Entertainment District in Downtown Madison (First Reading)
- B. Proposed Ordinance No. 2025-289:** Vacation of utility and drainage easement located within Tract 1 of Tall Oaks Subdivision (First Reading 09/22/2025)

- C. **Proposed Ordinance No. 2025-290:** Vacation of utility and drainage easement located within Lots 7A & 7B of a resubdivision of Lot 7 of Arlington Park Subdivision (First Reading 09/22/2025)
- D. **Proposed Ordinance No. 2025-291:** Vacation of drainage easement located within Lots 122-124 of Bellawoods Phase 4 Subdivision (First Reading 09/22/2025)
- E. **Resolution No. 2025-308-R:** Setting a Public Hearing on Proposed Ordinance No. 2025-307; rezoning certain property owned by Beverly Wilson consisting of 1.28 acres, located at the northwest corner of Hughes Road and Eastview Drive, from R-1A (Low Density Residential) to B2 (Community Business) (First Publication 10/22/2025, Synopsis 10/29/2025, Public Hearing 11/24/2025)
- F. **Proposed Ordinance No. 2025-312:** Vacation of utility and drainage easement located within 241 Concord Drive, Lot 12 Block 2 of Stoneridge III Subdivision (First Reading)

POLICE

- A. **Resolution No. 2025-321-R:** Authorizing an Agreement with ConfirmOK, LLC, for automated daily check-ins for elderly, home-bound qualified citizens in the City (\$250 per month fee for one year to be paid from Police Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2025-18-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
SEPTEMBER 22, 2025**

The Madison City Council met in regular session on Monday, September 22, 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.

Lori Spaulding provided the invocation followed by the Pledge of Allegiance led by Council President John Seifert.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Records Coordinator Lori Spaulding, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Tech Coordinator Toby Jenkins, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, Economic & External Affairs Officer Traci Gillespie, Communications & External Affairs Samantha Magnuson, Director of Parks & Recreation Kory Alfred, Director of Finance Roger Bellomy, Director of Human Resources Kelli Bracci, Deputy Director of Human Resources Mia Powers.

Public Attendance registered: Lori Latham, Jack Meyer, Daniel Yobs, Jon Yobs, Jeff Meyer, Magnus Vaughn, Erin Scanland, Cooper Meyer, Luke Morgan, Shane Scanland, Heather Morgan, Ethan Scanland, Susan Pierce, Keneth Jackson, Michael Howell, Reese Colomarde, Rich Ayres, Shannon Fisher, Jen DeLessio, Erica White, Alistair Parker, Luke Coenen, David Coenen, Charles Derrick

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2025-17-RG DATED SEPTEMBER 8, 2025

Council Member Powell moved to approve Minutes No. 2025-17-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2025-05-WS DATED SEPTEMBER 3, 2025

Council Member Powell moved to approve Minutes No. 2025-05-WS. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2025-02-SP DATED SEPTEMBER 2, 2025

Council Member Powell moved to approve Minutes No. 2025-02-SP. Council Member Bartlett seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF CERTIFICATES TO ALABAMA AMERICAN LEGION BOYS STATE AND ALABAMA AMERICAN LEGION AUXILIARY GIRLS STATE

American Legion Post 229 Post Commander Larry Vannoy introduced the outstanding male students from Bob Jones and James Clemens High School who attended Boys State. At State

level leaders are selected to attend an event at a university, this year's event was held at the University of Alabama. Leaders learn about State and local government, hold positions, hold elections, pass bills, and participate in sporting events. Post Commander Larry Vannoy recognized Council Member Karen Denzine who is a member of the Auxiliary helped present the awards to the leaders.

The Boys State Participants are as follows:

- Michael Howell
- Karstan Wallce
- Christian Wester
- David Tettey

A round of applause was given.

Lori Latham, American Legion Post 229 Auxiliary President introduced the outstanding female students from Bob Jones and James Clemens High School who attended Girls State. Council Member Karen Denzine helped present the awards to the leaders.

The Girls State Participants are as follows:

- Autumn Glover
- Reese Calomarde
- Disha Patel
- Anna Kate O'Donnel

A round of applause was given.

**PRESENTATION OF A PROCLAMATION BY MAYOR FINLEY DESIGNATING
SEPTEMBER 2025 AS GYN CANCER AWARENESS MONTH IN THE CITY OF
MADISON, ALABAMA, TO BETSY FETNER, PROGRAM DIRECTOR OF THE LAURA
CRANDALL BROWN FOUNDATION**

Mayor Finley declared September 2025 as GYN Cancer Awareness Month in the City of Madison. A round of applause was given.

**PRESENTATION OF RESOLUTION NO. 2025-297-R TO SCOUTING AMERICA
TROOP 350 IN RECOGNITION OF THEIR 30-YEAR ANNIVERSARY**

Mayor Finley presented Resolution No. 2025-297-R to Scouting America Troop 350. Troop 350 has produced 162 Eagle Scouts and counting in 30 years. A round of applause was given.

PUBLIC COMMENTS

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

JOEY CECI

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

- Dunlop Boulevard name-change to Town Madison Boulevard
- All addressees are in favor of the name-change

SUSAN PIERCE

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

- Change in lease with BallCorp

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$2,230,123.88
Special General Operating accounts	\$60,560.23
ADEM Storm Drainage	\$9,462.00
Infrastructure	\$58,904.47
Gasoline Tax & Petroleum Inspection fees	\$41,932.24
Street Repair & Maintenance	\$4,937.67
CIP Bond Accounts	\$10,147.18
Library Building Fund	\$9,583.63
Venue Maintenance	\$174,465.96
State Forfeiture	\$11,596.65
Fire CPR	\$2,377.50

Regular and periodic bills to be paid

Acceptance of \$1,500 donation from Joann Knedler (to be deposited into the Fire Department Donations account)

Acceptance of donations from the following individuals for the Madison Senior Center Stained-Glass Program: S. Williams, E. Ladnier, and J. Ray, \$40 each (\$120.00 to be deposited into Senior Center Donations account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Additional parking at the Community Center is now available thanks to Public Works
- Parking lot across the street from the Community Center is now connected to the Bradford Creek Greenway thanks to Public Works
- Parking lot improvements have been made at Palmer Park
- Run-off Election is on September 23, 2025, for District 6
- Thank you to City Clerk-Treasurer Lisa Thomas and her team for all their hard work

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Thanked Mayor Finley for the State of the City
- Shoutout to Samantha Magnuson & Deidre Brisco
- James Clemens Parade was a success
- Bob Jones Parade will be on October 16, 2025
- Thanked Engineering Department for ADEM training

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Madison Chamber of Commerce ribbon cutting will be on September 23, 2025

RESOLUTION NO. 2025-252-R: ADOPTING THE ANNUAL OPERATING BUDGET FOR THE CITY OF MADISON FOR FY 2026

Council Member Spears moved to approve Resolution No. 2025-252-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

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

Motion carried.

RESOLUTION NO. 2025-296-R: APPROVING AMENDMENT TO THE CITY OF MADISON'S GENERAL CAPITAL IMPROVEMENT FUND AND LIST OF CAPITAL IMPROVEMENT PROJECTS (FUND 38)

Council Member Spears moved to approve Resolution No. 2025-296-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No new business

COUNCIL DISTRICT NO. 4 GREG SHAW

Absent

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Thank you to Bebe Oetjen for the turtle spoon rest
- Board of Education applications are due by the end of the month
- Interviews will be held in October

RESOLUTION NO. 2025-295-R: AUTHORIZING FUNDING FROM COUNCIL SPECIAL PROJECTS BUDGET FOR CHRISTMAS DECORATIONS (NOT TO EXCEED \$20,000)

Council Member Wroblewski moved to approve Resolution No. 2025-295-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Council Member Ranae Bartlett

Aye

Motion carried.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Madison Street Festival is happening Saturday October 4, 2025
- Looking for volunteers

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

No new business

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF TRISTRAM EVANS TO PLACE 4 OF THE MADISON STATION HISTORIC PRESERVATION COMMISSION WITH A TERM EXPIRATION OF SEPTEMBER 3, 2028

Council Member Seifert nominated Tristram Evans for Place 4 of the Madison Station Historic Preservation Commission. There being no further nominations, Mr. Evans was appointed by acclamation.

PUBLIC HEARINGS

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

DEPARTMENTAL REPORTS

CITY CLERK

RESOLUTION NO. 2025-287-R: AMENDED RESOLUTION AUTHORIZING CONTINUING LEVY OF CURRENTLY EXISTING AD VALOREM TAXES IN THE CITY OF MADISON AT EXISTING RATES AND LEVYING ADDITIONAL MUNICIPAL AD VALOREM TAXES FOR PUBLIC SCHOOL PURPOSES IN THE PORTION OF THE CITY OF MADISON SITUATED IN LIMESTONE COUNTY

Woody Sanderson from the Madison City School Board shared a presentation on the continuing levy of current ad valorem taxes. Council members asked questions.

Council Member Denzine moved to approve Resolution No. 2025-287-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

ENGINEERING

PROPOSED ORDINANCE NO. 2025-255: CHANGING THE NAME AND DESIGNATION OF A PUBLIC STREET FROM DUNLOP BOULEVARD TO TOWN MADISON BOULEVARD (FIRST READING 09/08/2025)

Council Member Powell moved to approve Resolution No. 2025-255-R. Council Member Connie Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

FACILITIES & GROUNDS

RESOLUTION NO. 2025-292-R: APPROVING THE RENEWAL OF SERVICE AGREEMENT WITH GEN-CO INC. FOR QUARTERLY PLANNED MAINTENANCE INSPECTIONS AND ANNUAL LOAD BANK TESTS ON EIGHT GENERATORS (FY2026 AMOUNT \$20,400 TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2025-292-R. Council Member Connie Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-299-R: RENEWAL OF SERVICE AGREEMENT WITH STATE SYSTEMS, INC. FOR FIRE SAFETY INSPECTIONS AND MONITORING SERVICES (FY 26 COST: \$24,256, PAID IN QUARTERLY INSTALLMENTS OF \$6,064 FROM THE FACILITIES & GROUNDS DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2025-299-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

HR

RESOLUTION NO. 2025-306-R: AUTHORIZING CHANGE TO THE JOB CLASSIFICATION PLAN

Council Member Powell moved to approve Resolution No. 2025-306-R. Council Member Connie Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

RESOLUTION NO. 2025-301-R: A RESOLUTION AUTHORIZING THIRD AMENDMENT TO THE ARTICLES OF ORGANIZATION AND APPOINTMENT OF BOARD MEMBERS TO THE HEALTH CARE AUTHORITY OF NORTH ALABAMA

Council Member Wroblewski moved to approve Resolution No. 2025-301-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

ORDINANCE NO. 2025-302: AUTHORIZING FRANCHISE AGREEMENT WITH UNITI FIBER GULFCO, LLC (FIRST READING)

This is a first reading.

PROPOSED ORDINANCE NO. 2025-230: AUTHORIZING AMENDED AND RESTATED LEASE, LICENSE, AND MANAGEMENT AGREEMENT WITH BALLCORPS, LLC (FIRST READING)

Council Member Bartlett presented a chart showing the financial impact of approving the proposed amended lease and consulted with the Director of Finance, Roger Bellomy who recommended that the Council not approve the amended lease. Council Members discussed extensively the new agreement with BallCorps. The full discussion can be viewed on the City's website using the link provided here: <https://www.madisonal.gov/709/View-Live-and-Archived-City-Meetings>

This is a first reading.

PROPOSED ORDINANCE NO. 2025-229: AMENDING CHAPTER 10 OF THE MADISON CITY CODE PERTAINING TO DISTRIBUTION OF LODGING TAX PROCEEDS (FIRST READING)

This is a first reading.

PLANNING

PROPOSED ORDINANCE NO. 2025-276: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 143 INWOOD TRAIL, LOT 3 OF WOODLAND HILLS SUBDIVISION THIRD ADDITION (FIRST READING 09/08/2025)

Council Member Spears moved to approve Proposed Ordinance No. 2025-276. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2025-277: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 8 AND 9, BLOCK 2, OF EASTVIEW MANOR SUBDIVISION (FIRST READING 09/08/2025)

Council Member Wroblewski moved to approve Proposed Ordinance No. 2025-277.
Council Member Bartlett seconded. The vote was taken and recorded as follows:

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

Motion carried

PROPOSED ORDINANCE NO. 2025-278: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 178 AND 179 OF BELLAWOODS, PHASE 4 SUBDIVISION (FIRST READING 09/08/2025)

Council Member Spears moved to approve Proposed Ordinance No. 2025-278. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried

PROPOSED ORDINANCE NO. 2025-289: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT 1 OF TALL OAKS SUBDIVISION (FIRST READING)

This is a first reading.

PROPOSED ORDINANCE NO. 2025-290: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 7A & 7B OF A RESUBDIVISION OF LOT 7 OF ARLINGTON PARK SUBDIVISION (FIRST READING)

This is a first reading.

PROPOSED ORDINANCE NO. 2025-291: VACATION OF DRAINAGE EASEMENT LOCATED WITHIN LOTS 122-124 OF BELLAWOODS PHASE 4 SUBDIVISION (FIRST READING)

This is a first reading.

POLICE

RESOLUTION NO. 2025-300-R: AUTHORIZING AN MOU FOR PARTICIPATION IN THE NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK (NIBIN) WITH

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES (ATF) (NO COST TO CITY)

Council Member Wroblewski moved to approve Resolution No. 2025-300-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried

RECREATION

RESOLUTION NO. 2025-294-R: AUTHORIZING AN AGREEMENT WITH THE CITY OF HUNTSVILLE FOR DISPATCH AND SCHEDULING SERVICES FOR THE MADISON ASSISTED RIDE SERVICE (\$30,387.28 TO BE PAID FROM RECREATION DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2025-294-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Canvassing of Election Results will be on Tuesday, September 30, 2025, at 12:00.

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	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 8:05 p.m.

Minutes No. 2025-18-RG, dated September 22nd, 2025, read, approved and adopted this 13th day of October 2025.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lori Spaulding
Recording Secretary



MINUTES NO. 2025-03-SP
SPECIAL CALLED MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
September 30, 2025

The Madison City Council met for a Special Called Meeting on Tuesday, September 30, 2025, at 12:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 12:00p.m. by Council President John Seifert.

The following elected governing officials were in attendance

Mayor Paul Finley	Absent
Council District No. 1 Maura Wroblewski	Absent
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	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Executive Assistant to the City Clerk-Treasurer Myranda Staples, Municipal Records Coordinator Lori Spaulding, Deputy Revenue Officer Ivon Williams, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Tech Coordinator Toby Jenkins, Police Chief Johnny Gandy, Fire Chief Brandy Williams, Communications & External Affairs Officer Deidre Brisco, Economic & External Affairs Officer Traci Gillespie

Public in attendance: Erica White

RESOLUTION NO. 2025-309-R: CANVASSING AND DECLARING THE RESULTS OF THE GENERAL MUNICIPAL RUN-OFF ELECTION HELD ON SEPTEMBER 23, 2025

City Clerk-Treasurer Lisa D. Thomas with the assistance of Municipal Records Coordinator Lori Spaulding opened the provisional ballots that were approved by the Madison County Board of Registrars and the Limestone County Board of Registrars. Executive Assistant to the City Clerk-Treasurer Myranda Staples and Deputy Revenue Officer Ivon Williams tabulated Provisional votes. Deputy City Clerk-Treasurer Kerri Sulyma recorded Minutes and gathered signatures. City Attorney Megan Zingarelli was present.

Council Member Powell moved to approve Resolution No. 2025-309-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

OFFICIAL CANVASSED RESOLUTION NO. 2025-309-R RESULTS:

RESOLUTION NO. 2025-309-R

WHEREAS, the General Municipal Run-off Election for the City of Madison, Alabama, was duly and legally held on September 23, 2025, as provided by law; and

WHEREAS, the municipal governing body of the City of Madison met on this 30th day of September, 2025, with a quorum thereof being present, at 12:00 o'clock p.m., and has canvassed the returns and has ascertained and determined the number of votes received by each candidate; and

WHEREAS, the said municipal governing body has ascertained and determined the result of said election as follows:

COUNCIL DISTRICT NO. 6:

Scott Harbour

Machine	Totals
1	146
2	75
3	223
Absentee Machine	10
Provisional Ballots	1
TOTAL	455

Erica White

Machine	Totals
1	266
2	133
3	340
Absentee Machine	12
Provisional Ballots	4
TOTAL	755

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

1. That **Erica White** received a majority of the votes cast for the office of City Council Member **District No. 6** and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2025.

READ, PASSED, AND ADOPTED THIS 30th DAY OF SEPTEMBER, 2025.

Maura Wroblewski

Council District No. 1

Connie Spears

Council District No. 2

Teddy Powell

Council District No. 3

Greg Shaw

Council District No. 4

Ranae Bartlett

Council District No. 5

Karen Denzine

Council District No. 6

John Seifert
Council District No. 7

ATTEST:

Lisa D. Thomas, CMC
City Clerk-Treasurer

Approved this 30th day of September, 2025.

Paul Finley, Mayor
City of Madison, Alabama

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 12:10 p.m.

Minutes No. 2025-03-SP, dated September 30th, 2025, read, approved and adopted this 13th day of October 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

PROCLAMATION

REDSTONE TOASTMASTERS DAY

WHEREAS, Toastmasters International is a nonprofit educational organization consisting of thousands of clubs in 148 countries throughout the world for the purpose of helping members improve their communication, public speaking and leadership skills; and

WHEREAS, through its thousands of member clubs, Toastmasters International offers programs of communication and leadership projects designated to help people learn the arts of speaking, listening, and thinking; and

WHEREAS, for over a century, Toastmasters International has been helping women and men of every background, educational level, and economic standing develop the skills and confidence they need to become effective communicators and inspired leaders; and

WHEREAS, the Redstone Toastmasters Club was chartered effective October 1, 1955, is the oldest club in North Alabama, and continues to provide a supportive and positive environment where women and men of the Madison area have the opportunity to develop communications and leadership skills; and

WHEREAS, the Redstone Toastmasters Club has sponsored and organized seven other clubs in North Alabama, and Redstone members have served in various District leadership positions over the past 70 years; and

WHEREAS, Redstone Toastmasters continues to distinguish itself year after year and provide services to other organizations when requested

NOW, THEREFORE,

I, Paul Finley, Mayor of the city of Madison, do hereby proclaim the day of

OCTOBER 21, 2025

as

REDSTONE TOASTMASTERS DAY

in the city of Madison, Alabama and congratulate the members of Redstone and commend them on their role in developing strong leaders throughout the Madison area, North Alabama, District 77 and the world.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 13th day of October, 2025.

Paul Finley, Mayor



RESOLUTION NO. 2025-317-R**A RESOLUTION AUTHORIZING AN AMENDED AGREEMENT
WITH COALITION INSURANCE SOLUTIONS, INC.**

WHEREAS, on September 8, 2025, the City Council of the City of Madison, Alabama adopted Resolution No. 2025-270-R authorizing the Mayor to execute a renewed agreement with Coalition Insurance Solutions, Inc., for continued supplemental insurance coverage; and

WHEREAS, the company presented an increased premium quote to the City prior to the City's current policy expiration on October 1, 2025; and

WHEREAS, the premium payment was processed in order to avoid a lapse in coverage, and the City Council desires to ratify said payment for the continuation of the supplemental insurance coverage;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that Resolution No. 2025-270-R, adopted on September 8, 2025, is hereby amended to authorize the Mayor to execute a renewed agreement for supplemental insurance with Coalition Insurance Solutions, Inc., in accordance with the updated pricing and policy limits set forth in the revised quote dated September 17, 2025;

BE IT FURTHER RESOLVED that the payment processed to maintain coverage in accordance with the quotation prior to the date of this Resolution is hereby ratified; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute, on behalf of the City, any documents as may be required to effectuate said amended insurance coverage.

READ, PASSED, AND ADOPTED this 13th day of October, 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-318-R

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

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

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama



PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]



PRICING SHEET to Pricing Supplement

"Agency": <u>Madison Police Department- AL.</u> Agency ID: <u>214196.</u> TRADES Services: <u>TLOxp® Online - Non-Batch LE Flat Rate.</u> Effective Date: <u>10/01/2025</u> Supplement Term: <u>36</u> month(s) without auto-renewal.	"Monthly Fee": <u>USD 225.00</u> "Number of Monthly Transactions": <u>500</u> The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Transactional Overage Pricing. Should Agency not submit the Number of Monthly Transactions, Agency shall not receive a refund of the Monthly Fees paid. Unused Number of Monthly Transactions do not rollover into a subsequent month.																												
INCLUDED SEARCHES AND REPORTS: The Monthly Fee includes <u>all</u> searches and reports currently offered through the TRADES Services as of the Effective Date, with the <u>exception of</u> the searches and reports listed below ("Excluded Items"), unless checked, in which case, the checked items are included in the Monthly Fee. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Social Media Comprehensive Report</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Super Reverse Phone Lookup</td></tr> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Relationship Mapping</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Real-Time Phone Carrier Search</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Real-Time Arrests & Incarcerations</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Household Search</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Motor Vehicle Report</td></tr> </table> </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Comprehensive Report – Person</td></tr> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Comprehensive Report – Business</td></tr> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Address Report</td></tr> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Locate with Assets Report</td></tr> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Phone Report</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Predictive Attributes Suite</td></tr> </table> </td> </tr> </table>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Social Media Comprehensive Report</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Super Reverse Phone Lookup</td></tr> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Relationship Mapping</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Real-Time Phone Carrier Search</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Real-Time Arrests & Incarcerations</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Household Search</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Motor Vehicle Report</td></tr> </table>		TruLookup Social Media Comprehensive Report		TruLookup Super Reverse Phone Lookup	X	TruLookup Relationship Mapping		TruLookup Real-Time Phone Carrier Search		TruLookup Real-Time Arrests & Incarcerations		TruLookup Household Search		TruLookup Motor Vehicle Report	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Comprehensive Report – Person</td></tr> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Comprehensive Report – Business</td></tr> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Address Report</td></tr> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Locate with Assets Report</td></tr> <tr><td style="width: 30px; height: 15px; text-align: center;">X</td><td>TruLookup Phone Report</td></tr> <tr><td style="width: 30px; height: 15px;"></td><td>TruLookup Predictive Attributes Suite</td></tr> </table>	X	TruLookup Comprehensive Report – Person	X	TruLookup Comprehensive Report – Business	X	TruLookup Address Report	X	TruLookup Locate with Assets Report	X	TruLookup Phone Report		TruLookup Predictive Attributes Suite
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The Excluded Items are subject to TRADES' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADES reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.																													
TRANSACTIONAL OVERAGE PRICING: Transactions exceeding the Number of Monthly Transactions are subject to overage pricing ("Transactional Overage Pricing") at TRADES' then-current fees and charges on a per Transaction basis, unless specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing is in addition to the Monthly Fee.																													
"Transactions" means any information returned by TRADES in response to a search query (whether in the form of search results or reports).																													



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

Madison Police Department- AL ("Agency")

By:

Representative

Full Name

Title

Date Signed

RESOLUTION NO. 2025-326-R**ACCEPTANCE OF INSURANCE SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION FOR DAMAGE TO A 2025 FORD ESCAPE (CLAIM NO. 064222)**

WHEREAS, on June 15, 2025, at approximately 2:00 p.m., a 2025 Ford Escape, VIN ending in 41439, assigned to the Madison Police Department, was involved in a collision resulting in damage; and

WHEREAS the City's insurance carrier, Alabama Municipal Insurance Corporation, has issued payment to the City in the amount of one thousand three hundred ninety-two dollars and eighty-one cents (\$1,392.81), less a deductible of one thousand dollars (\$1,000.00), resulting in a net settlement of three hundred ninety-two dollars and eighty-one cents (\$392.81), as full and final settlement of this claim.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the City hereby accepts said settlement in the amount of one thousand three hundred ninety-two dollars and eighty-one cents (\$1,392.81), subject to the one thousand dollar (\$1,000) deductible, for a final net settlement of three hundred ninety-two dollars and eighty-one cents (\$392.81), and that the City Clerk-Treasurer is hereby authorized to execute any and all documents necessary to accept said offer of settlement and to close this claim.

READ, PASSED, AND ADOPTED this 13th day of October 2025

John Seifert, Council President
 City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day October 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 Gardner
AGENT

064222MT
ADJUSTER FILE NUMBER
064222
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.
2025	Ford	Escape	1FMCU0GN1SUA41439

**DATE OF LOSS
CAUSE**

A loss occurred on the 15th day of June, 2025, about the hour of 2:00 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)

WHOLE LOSS

DEDUCTIBLE

AMOUNT

The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$1,392.81
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 \$392.81

**IN THE EVENT
OF THEFT**

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

SUBROGATION

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

**STATEMENTS
OF INSURED**

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

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

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

Date:

9-24-25

SIGNATURE

Paul Finley

Witness:

Subscribed and sworn to before me this 24 day of September 2025

September 2025

Kerri Sulyma
NOTARY PUBLIC



RESOLUTION NO. 2025-327-R

**A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY
SURPLUS AND AUTHORIZING ITS DISPOSAL**

WHEREAS, the City of Madison, Alabama, has certain personal property which is no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56, *Code of Alabama* (1975), authorizes the disposition of unneeded personal property by a municipality through the actions of its governing body;

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

Section 1. That certain items of personal property owned by the City of Madison, Alabama, to-wit: Lenovo T14 Laptop (Serial Number: MJ0K49XW), Lenovo USB-C Dock (Serial Number: 1S40AY0090USZW096SS), and Lenovo T460 Laptop (Serial Number: PC0FRGV8), which were assigned to individual officials for their professional use, are no longer needed for public or municipal purposes and that each is due to be, and hereby is, declared surplus.

Section 2. That the official portraits, marble name plates, and magnetic vehicle signs of the outgoing Mayor and members of Council are also declared surplus property and shall be conveyed to the respective outgoing official to whom they pertain, at no cost.

Section 3. That the City Clerk-Treasurer is hereby authorized and directed to dispose of such personal property as-is and with no warranties of any kind whatsoever by selling each of the items described in Section 1 to its assigned user pursuant to the pricing guidelines provided in the IT Department's Surplus Computer Purchase Policy, cash in hand to be paid and receipted prior to the removal of the equipment from the City's asset inventory.

Section 4. That the City Clerk-Treasurer is hereby authorized and directed to execute any documentation necessary to effectuate the transfer of such personal property.

ADOPTED this 13th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-329-R**ACCEPTANCE OF INSURANCE SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION FOR DAMAGE TO A 2022 FORD EXPLORER (CLAIM NO. 064532)**

WHEREAS, on August 1, 2025, at approximately 5:45 a.m., a 2022 Ford Explorer, VIN ending in 45778, assigned to the Madison Police Department, was involved in a collision resulting in damage; and

WHEREAS the City's insurance carrier, Alabama Municipal Insurance Corporation, has issued payment to the City in the amount of four thousand seven hundred sixty-four dollars and ninety-two cents (\$4,764.92), less a deductible of one thousand dollars (\$1,000.00), resulting in a net settlement of three thousand seven hundred sixty-four dollars and ninety-two cents (\$3,764.92), as full and final settlement of this claim.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the City hereby accepts said settlement in the amount of four thousand seven hundred sixty-four dollars and ninety-two cents (\$4,764.92), subject to the one thousand dollar (\$1,000.00) deductible, for a final net settlement of three thousand seven hundred sixty-four dollars and ninety-two cents (\$3,764.92), and that the City Clerk-Treasurer is hereby authorized to execute any and all documents necessary to accept said offer of settlement and to close this claim.

READ, PASSED, AND ADOPTED this 13th day of October 2025

John Seifert, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day October 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 Gardner
AGENT

064532DH
ADJUSTER FILE NUMBER
064532DH
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.
2022	Ford	Explorer	██████████ 45778

**DATE OF LOSS
CAUSE**

A loss occurred on the 1st day of August, 2025, about the hour of 5:45 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by collision.

**LOCATION
OWNERSHIP**

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

VALUE

(If a total loss)

**WHOLE LOSS
DEDUCTIBLE
AMOUNT**

The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$4,764.92
The deductible provision applicable to this loss (\$1,000.00)

SALVAGE

..... ()

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$3,764.92

**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: 10-01-25

Witness: _____

Subscribed and sworn to before me this 01 day of October, 2025

SIGNATURE

[Signature]



[Signature: Kerri Sulyma]
NOTARY PUBLIC

RESOLUTION NO. 2025-305-R**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Halliburton Surveying & Mapping, Inc., for the performance of surveying services along the west side of Segers Road at Moore Creek Subdivision, Phase 1, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of October 2025.

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

ATTEST:

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

APPROVED this ____ day of October 2025.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and **Halliburton Surveying & Mapping, Inc., (510 Andrew Jackson Way NE, Huntsville, AL 35801)**, hereinafter referred to as "Consultant."

WHEREAS, the City of Madison has sought professional **surveying services along the west side of Segers Road at Moore Creek Subdivision, Phase 1** within the City of Madison; 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 the 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:

1) Boundary Survey – Perform a boundary survey of Lots 1-4 and Common Area B, Moore's Creek Phase 1. 2) Legal Descriptions – Prepare legal descriptions to support potential vacation documents 3) Certified Platting – Provide platting support to establish the final location of future lots

- 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 **ten thousand dollars and zero cents (\$10,000.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses 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:

*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:

*Halliburton Surveying & Mapping, Inc.
C Troy Halliburton, Principal Land Surveyor
PO Box 18652
Huntsville, AL 35804*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

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

and compel strict compliance with every provision of this Agreement.

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

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

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

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

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

Notary Public

HALLIBURTON SURVEYING & MAPPING, INC.

C Troy Halliburton, PLS

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 **C Troy Halliburton**, whose name is signed to the foregoing instrument and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand this the ____ day of October 2025

Notary Public



Halliburton Surveying & Mapping, Inc.

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

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

09/08/2025

Attention: Mr. Keith Conville, GISP, CFM
City of Madison Engineering
100 Hughes Road
Madison, AL 35758

Reference: Moores Creek Ph. 1 Property Adjoining Seger Road
Madison, Limestone County, AL

Mr. Conville:

As requested, please find the enclosed proposal for professional services associated with a Miscellaneous Surveying along the West side of Seger Road at Moore Creek Phase 1 subdivision and situated in Limestone County, Alabama.

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

Best regards,

Halliburton Surveying & Mapping, Inc.

C. Troy Halliburton, PLS

Principal Land Surveyor

ATTACHMENT A

SCOPE OF SERVICES

TASK 1- BOUNDARY SURVEY

1. Perform a Boundary Survey of Lots 1-4 and Common Area B according to the Final Plat of Moore's Creek Phase 1 as recorded in H, Page 458 in the Office of the Judge of Probate of Limestone County, AL.
2. Improvement locations for fences, the sidewalk, as well as the entrance sign to the subdivision
3. Surveys shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
4. Survey information shall be placed either on the Alabama East or West Zone State Plane Coordinate System (NAD 83).
 - a. Client shall determine which State Plane Coordinate System they wish the survey be performed in.
5. Deliverable shall include a signed digital file and 2 hard-copies, if requested.
6. Surveyor will also stake the property corners and the property line intermittently so client can visually see property.

TASK 2- LEGAL DESCRIPTION(S)

1. Surveyor to provide legal descriptions to support potential vacation documents as it relates to any of the above mentioned Lots 1-4 and Common Area B

TASK 3- Certified Platting

1. Surveyor to platting support for the above mentioned Lots 1-4 and Common Area B. City of Madison Planning department to determine a one time final location of future lots.
 - a. Scope to include full support of platting, including application, meeting attendance when required, collection of signatures, coordination with title opinion and other checklist items.

GENERAL ASSUMPTIONS AND REQUIREMENTS:

- Client shall provide site access as required to perform the work as requested within the scope of this project and that Surveyor may enter the subject properties as well as the adjoining properties without further notice if this agreement is executed.
- City of Madison should specify which title attorney and civil engineering they desire to use within 2 weeks from the execution of this agreement or issued Purchase Order.
 - If no names are recommended, then surveyor will select attorney and civil engineer to assist with adhering to the application submittal package requirements.
- Potential reimbursable fees to include Cost of attorney for title opinion letter, civil engineer for site assessment map, application fee, mailing, printing fees and recordation of plat in Limestone County probate office.

SCHEDULE:

1. Surveyor is expected to begin work within approximately one (1) week upon receipt of this executed agreement and/or written authorization of Notice to Proceed (NTP). For planning purposes, Surveyor has prepared the following milestone estimated schedule.
 - a. Boundary Survey
 - i. Boundary Survey at 4 weeks after NTP.
2. Schedule is subject to possible delays not controllable by the Surveyor, such as, but not limited to, delays by inclement weather, arrangement of proper onsite access, COVID-19 or other pandemics, and receipt of the Title Commitment and supporting documentation, etc.

EXCLUSIONS:

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

- Signing any client or 3rd party contract agreements.
- Bond Plat (if required)
- Private Utility Locate/Ground Penetrating Radar
- ALTA/NSPS Land Title Survey
- Submittal/Approval of LOMR/LOMR-F to FEMA and other regulatory agencies. It is the surveyors understanding the client or the client's engineer will submit formal letters/applications, etc. and be responsible for all correspondence to FEMA and/or the local Municipality's CFM.
- R.O.W., Easement Vacation request.
- Rezoning, variance or other matters not specifically mentioned herein above.
- If a potential overlap, gap or gore is discovered upon the performance of the survey, the surveyor reserves the right to stop work until the issue(s) gets resolved. Any requested work performed to resolve these potential issues is considered additional services.
- Topographic Surveying of any kind
- Location of houses, patios and other improvements along the front side of residences
- Construction Layout/Staking
- Any activities not associated within the Scope of Services as defined herein above.

ATTACHMENT B

FEE SCHEDULE

Client shall compensate Surveyor for services rendered in accordance with the following options:

FIXED FEE

- TASK 1: LUMP SUM - \$3,200.00**
- TASK 2: LUMP SUM - \$2,000.00 or (\$400/legal description)**
- TASK 3: LUMP SUM - \$3,500.00 + reimbursables**

HOURLY RATES AND MATERIALS:

Client shall compensate Surveyor for services rendered in accordance with the following hourly rates for any additional services requested in writing:

Any services requested in additional to the Scope defined hereinabove shall be subject to an Hourly Fee Schedule and reimbursable expenses. Our 2025 standard rates are defined as follows:

<i>Principal Land Surveyor</i>	<i>\$250 / hour</i>
<i>Senior Project Manager</i>	<i>\$200 / hour</i>
<i>Project Manager</i>	<i>\$156 / hour</i>
<i>Project Land Surveyor</i>	<i>\$140 / hour</i>
<i>Assistant Project Manager.....</i>	<i>\$135 / hour</i>
<i>Land Surveyor-in-Training (LSIT).....</i>	<i>\$119 / hour</i>
<i>Survey CAD Technician.....</i>	<i>\$107 / hour</i>
<i>Drone & Laser Scanning Software Processer....</i>	<i>\$160 / hour</i>
<i>Cost Accountant.....</i>	<i>\$115 / hour</i>
<i>Intern/Co-op</i>	<i>\$80 / hour</i>
<i>Administrative or Courier</i>	<i>\$75 / hour</i>
<i>*1-Man Field Survey Crew</i>	<i>\$161 / hour</i>
<i>*2-Man Field Survey Crew.....</i>	<i>\$198 / hour</i>
<i>*3-Man Field Survey Crew.....</i>	<i>\$235 / hour</i>
<i>Private Utility Locating.....</i>	<i>\$1,100 / half day (minimum)</i>
<i>Survey-grade aerial LiDAR sensor.....</i>	<i>\$3,700 / half day (minimum)</i>
<i>Terrestrial Laser Scanning</i>	<i>\$1,500/ half day (minimum)</i>
<i>Printing Black & White (24" x 36").....</i>	<i>\$4.40 / sheet</i>
<i>Printing Black & White (30" x 42").....</i>	<i>\$5.80 / sheet</i>
<i>*Standard field crews are equipped with a truck, total station, auto-level and network GPS technologies.</i>	
<i>Additional project reimbursable expenditures will be cost of item + 10%.</i>	
<i>Note: Any services provided after December 31, 2025 are subject to a 4% yearly escalation.</i>	

RESOLUTION NO. 2025-311-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH IVALDI ENGINEERING, PLLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Ivaldi Engineering, PLLC, for the purpose of providing professional engineering services for the Town Madison Boulevard and I-565 Intersection Improvements, 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 Ivaldi Engineering, PLLC, 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 13th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama



August 7, 2025
City of Madison
Michelle Dunson, P.E., CFM
100 Hughes Road
Madison, AL 35758

Re: Proposal for Professional Engineering Services
Town Madison Boulevard and I-565 Intersection Improvements

To Whom It May Concern,

Ivaldi Engineering, PLLC ("Engineer") would like to thank you for the opportunity to provide this proposal agreement for professional services on the above referenced project.

We propose to offer the following services:

1. Boundary and/or Topographic Surveying
2. Geotechnical Engineering Study
3. Design Phase Services
4. Traffic Engineering Services
5. Bid Phase Services

A more detailed project-specific Scope of Services and our fees are attached and identified as Exhibit "A". Industry standard reimbursable expenses have not been included in the fees. Expenses may include, but are not limited to; copies, overnight delivery and postage, and courier charges. Also attached is Ivaldi Engineering's Standard Professional Services Agreement. If the proposal is acceptable, please sign the last page of the Professional Services Agreement and return one copy for our records and to initiate the start of services. Again, we thank you for the request. If you have any questions, please do not hesitate to contact us. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Bonds".

Eric Bonds, P.E.
Ivaldi Engineering, PLLC
COO & Founding Partner

Attachments

- Exhibit "A" Scope of Services

Cc: File

Exhibit "A"**Town Madison Boulevard and I-565 Intersection Improvements****Proposed Scope of Services****August 7, 2025**

Ivaldi Engineering, PLLC proposed scope of services is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Additional Services
- V. Time of Performance
- VI. Owner's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. PROJECT DESCRIPTION

The City of Madison has observed and studied traffic operations at the intersection of Town Madison Boulevard and I-565 and have requested that the intersection be modified to accommodate current traffic volumes and add pedestrian crossings and signalization. The City of Madison Engineering Department has requested Ivaldi Engineering provided the design and recommendations for the intersection improvements. The improvements include but are not limited to a traffic signal with pedestrian movements, improved driveway geometry at the baseball stadium road turning right towards 565 and a multi-use pathway connection along the northern side of Town Madison Boulevard to the terminus of the existing pathway. Stormwater is planned to use the existing network with no modifications.



II. SCOPE OF SERVICE

1. SURVEYING SERVICES

A. SUBSURFACE UTILITY SURVEYING

Subsurface Utility Engineering (SUE) is the investigation of underground utilities to help aid in the design of the site. The following is a description of the Levels of Utility Surveying. The information is provided for information purposes only.

1. QUALITY LEVEL D

The process of gathering record data and depicting utilities on the survey. This data could be digital records, paper records, web search, visual site observations, or talking to previous owners. All data will be depicted on the drawing with a statement of the Quality Level of the information.

2. QUALITY LEVEL C

The process of surveying the visible utility features, or if they have already been surveyed, and checking the surveyed locations for accuracy. This data is compiled with the Quality Level D data and both levels of data are labeled accordingly on the Drawings.

3. QUALITY LEVEL B

Involves designating the underground utilities by markings provided through an 811-dig call or by contacting an individual utility company. This data is added to the data collected from Quality Levels D and C.

4. QUALITY LEVEL A

This level involves physically locating the actual utility, often by "potholing". Once the utility is potholed, it is located horizontally and vertically by surveying.

B. NPS BOUNDARY SURVEYING

1. BOUNDARY SURVEY

A boundary/Right-Of-Way survey of the intersection area will be provided. All property corners will be recovered and visibly flagged. Adjoining roads rights-of-way will be established per current deeds and/or road rights-of-way plans in the area of work.

C. TOPOGRAPHIC SURVEYING

1. TOPOGRAPHIC SURVEY

We will provide a complete topographic survey for the referenced site area. Contours will be depicted at a one (1) foot interval and will be based vertically on the nearest available vertical benchmark. All above ground existing features includes, but is not limited to; curb and gutter, pavement, buildings, power lines, catch basins, drainage structures, paint stripes, ditches, sidewalks, etc. and will be shown. Utility information will be depicted based on SUE Quality Level B.

D. AS-BUILT SURVEY

1. AS-BUILT SURVEY

We will provide an update to the topographic survey for the referenced site area. Contours will be depicted at a one (1) foot interval and will be based vertically on the nearest available vertical benchmark. All above ground existing features includes, but is not limited to; curb and gutter, pavement, buildings, power lines, catch basins, drainage structures, paint stripes, ditches, sidewalks, etc. and will be shown. Utility information will be depicted based on SUE Quality Level B.

2. MASTER PLANNING SERVICES

A. GEOTECHNICAL INVESTIGATION

A Geotechnical Investigation will be performed by GTEC as our subconsultant. The investigation will provide signal pole foundation recommendation designs as well as pavement build up recommendations. A copy of their scope of services can be provided upon request.

3. DESIGN PHASE SERVICES

A. SCHEMATIC DESIGN PHASE (30%)

1. SCHEMATIC SITE PLAN

We will prepare one schematic site plan based on furnished information and Client's desired requirements.

2. SCHEMATIC GRADING PLAN

Based on the schematic site plan, we will provide schematic grading to evaluate site evaluations.

3. SCHEMATIC SIGNAL PLAN

Based on the schematic site plan, we will provide schematic signal plan.

4. MEETINGS AND COORDINATION

We will coordinate with the project lead, other project team members and owner regarding possible design options, site constraints, and other potential issues. Additionally, we will also coordinate electronic transfer of information, drawings, and other pertinent or requested information with design and construction team members as requested.

5. CONCEPT REVIEW

As requested by the Client, we will submit the schematic plans for review as a part of due-diligence and project formulation or as required by the local agency as part of the plan review process.

B. DESIGN DEVELOPMENT PHASE (60%)

Based on the accepted Schematic Design drawings the Design Development (DD) Phase will represent roughly 60% project completion. A set of plans containing the following design and information will be included. Significant revisions to the Scope of the project during Design Development may result in additional services for the Final Design Phase.

1. COVER SHEET

Includes sheet index and identifies the name, location, and Client of the Site and/or project. Appropriate permitting information may be also required on the cover sheet.

2. EXISTING CONDITIONS

Based on the survey, we will prepare an existing conditions plan. Some municipalities require a copy of the signed and sealed survey.

3. SITE PLAN

A preliminary Site Plan will be created based upon the Client's requirements and our understanding of the proposed project.

4. SIGNAL PLAN

A preliminary Signal Plan will be created based upon the Client's requirements and

our understanding of the proposed project.

5. UTILITY PLAN

Coordination and preliminary design of the signal utility infrastructure. We will depict preliminary locations for power poles, conduits, pull boxes, equipment pads, and show any existing utilities in conflict that may need to be relocated.

6. GRADING AND EARTHWORK

We will prepare grading plan(s) based on the existing conditions plan, design development site plan, and geotechnical engineer's reports. We will begin preliminary earthwork calculations that will be computed based on the existing and proposed contours as shown in our AutoCAD design files. The Engineer makes no warranty that all project sites will have a balanced earthwork volume. We will not make adjustments for topsoil, shrinkage, and rock.

7. STORM DRAINAGE SYSTEM DESIGN

We will begin laying out the storm drainage system, including ditches, culverts, inlets, pipes, etc., based on preliminary grading.

8. CONSTRUCTION DETAILS

We will begin including pertinent typical civil construction details and local permitting agency details.

9. MEETINGS AND COORDINATION

We will coordinate with the project lead design requirements, permitting, and schedule. Project coordination includes electronic transfer of information, including drawings and other pertinent or requested information, to design and construction team members

C. FINAL CONSTRUCTION DOCUMENTS PHASE

The Final Construction Documents Phase represents 100% project completion and preparation for submittal to permitting agency or municipality. This phase will consist of two separate submittals one at 90% completion and a final at 100% plan completion.

1. QUANTITIES ESTIMATE

We will provide a construction materials quantities estimate and engineer's opinion of cost suitable for bidding use.

2. SITE DEMOLITION PLAN

We will prepare a basic site demolition plan. This plan is provided to indicate the general intent of the required demolition. Additional demolition and coordination may be required by the Client and/or Contractor.

3. SITE PLAN(S)

Includes the proposed layout of the project with the appropriate dimensions and coordinates for proper construction of the project. The site plan will depict the layout of the proposed improvements, including sidewalks, ramps, and other site features.

4. PAVING, SIGNING, AND STRIPING PLAN(S)

The plan(s) will depict the legends, striping, signs, paving for the project with the appropriate dimensions and coordinates for proper construction of the project.

5. SIGNAL PLAN(S)

Includes the proposed layout of the proposed signal with the appropriate dimensions and coordinates for proper construction of the signal. Equipment to be specified will

include, poles, mast arms, signal displays, controller, detectors, pull boxes, pedestrian poles, push buttons, and conduits. Other items to be shown will include stripping, legends, signage, and phasing diagram. A comprehensive list of materials and controller cabinet input assignments will also be provided.

6. UTILITY PLANS

The utility plan will depict the design of the signal and signal utility infrastructure. We will depict designed locations for poles, conduits, pull boxes, equipment pads, and show any existing utilities in conflict that will need to be relocated.

7. GRADING PLAN(S)

Includes existing and proposed grade elevations and spot elevations where appropriate for construction, which shall be based on geotechnical reports where applicable. Grading will plans shall meet the latest ADA requirements as applicable. Earthwork calculations will be computed based on the existing and proposed contours as shown in out AutoCAD design files. The Engineer makes no warranty that all project sites will have a balanced earthwork volume. We will not make adjustments for topsoil, shrinkage, and rock.

8. STORM DRAINAGE SYSTEM DESIGN

The storm drainage system, including ditches, culverts, inlets, pipes, etc., will be designed for the storm frequency required by the local permitting and other pertinent design parameters in accordance with applicable codes and ordinances. The storm drainage design, computations, and other computer program output may be included on the plans as a Hydraulics Chart.

9. STORM DRAINAGE PROFILES

We will provide design profiles for the proposed storm drain pipes. The profiles will include hydraulic grade lines per the storm drainage design as required by the local agency, as well as utility crossings. A pipe chart will be shown on the profile sheet indicating storm flows and hydraulic grade line elevations.

10. TRAFFIC CONTROL PLAN

We will provide a traffic control plan suitable for use by the contractor during the construction of this project. The traffic control plan will meet MUTCD standards.

11. CIVIL CONSTRUCTION DETAILS

Final typical civil construction details and local permitting agency details.

12. MEETINGS AND COORDINATION

We will coordinate with the project lead and/or Owner design requirements, permitting, and schedule. Project coordination includes electronic transfer of information, including drawings and other pertinent or requested information, to design and construction team members.

13. EROSION AND SEDIMENT CONTROL BMP DESIGN

We will provide the Erosion, Sedimentation and Pollution Control Design and Plans in accordance with State of Alabama requirements for Best Management Practices (BMP) and the NPDES General Permit. These plans may include the following:

a. Initial Erosion Control Plan

Includes perimeter control BMPS and the design of initial sediment storage BMPs.

b. Intermediate Erosion Control Plan

Includes BMPs during grading operations and drainage installations and design of

sediment storage BMPs.

c. Final Stabilization Plan

Include final site stabilization, the removal of all temporary BMPs and the incorporation of final and permanent BMPs.

d. Erosion Control Details

Details of BMPs for all phases of construction.

4. TRAFFIC ENGINEERING SERVICES

A. EXISTING TRAFFIC DATA

Traffic data will be gathered on a typical weekday in the study area. Data collection will consist of peak hour turning movement counts between the hours of 7-9 AM, 11-1 PM, 4-6 PM at the intersections of Town Madison Boulevard and I-565. From the data collected, the AM and PM peak hour turning movement volumes will be determined. A background growth rate will be applied to the existing volumes to be utilized for the queuing study.

B. SIGNAL ANALYSIS

A Signal Analysis will be performed on the proposed signal to ensure or recommend adequate turn lane storage depth, determine the proposed level of service, and to provide base signal timings.

5. BID PHASE SERVICES

A. PRE-BID MEETING

We will attend a pre-bid meeting for the proposed project.

B. ADDENDA

We will prepare addenda to the bid as necessary.

C. BID QUESTIONS

We will respond to questions from bidders in a formal response to the client.

D. BID EVALUATION

We will assist the Owner with the evaluation of the bidders.

III. ASSUMPTIONS

The following is a list of assumptions related to the noted proposal:

- Client will appoint a single point of contact for coordination purposes.
- Access to the site as required for Ivaldi Engineering and their subconsultants.
- No utilities cross the project that may need to be relocated.
- No off-site utility design.
- No retaining wall design as part of the proposal.
- Permit and plan review fees to be paid by the owner.
- Fees are based on a single design package and permitting submittal in general conformance with the attached site layout.
- This proposal is presented with the understanding that Ivaldi Engineering has been chosen to perform the work based on our professional qualifications for the project. According to the Alabama Board of Licensure for Engineers and Land Surveyors, licensees are prohibited from engaging in simultaneous negotiations or soliciting fee proposals from multiple engineers. If

this proposal is being utilized under such circumstances, we are obligated to withdraw it.

IV. ADDITIONAL SERVICES

Services that are not included but may be provided by Ivaldi Engineering as an additional service include:

- Construction administration services
- Construction stake-out surveying
- Materials Testing
- Utility designs for water, sewer, gas, telecom, or electric
- Alabama Department of Transportation Permitting
- ADEM NPDES Construction Stormwater Permitting
- Assistance with bid protests and rebidding
- Construction phase revisions to unforeseen conditions;
- Construction phase revisions to the erosion control plans due to contractor requested revision, hydrologic changes, and all other site revisions.
- Value Engineering, design changes, or plan revisions after Client approval

Fees for Additional Services

The fees for additional services, upon request and authorization provided by the Owner, will be billed at Ivaldi's standard hourly rates or at a negotiated lump sum amount. A copy of Ivaldi's standard hourly rates can be provided upon request.

V. TIME OF PERFORMANCE

Subject to your authorization, we are prepared to begin work immediately and will continue to do so until completion. It is estimated that plans can be ready for submittal to the Authorities Having Jurisdiction (AHJ's) no later than 12 weeks after receiving written notice to proceed from the Client. Client initiated revisions to the project layout or program after our services commence may require an adjustment in fee and schedule. This schedule is based on the Engineers current workload and is subject to change if notice to proceed is not provided within 30 business days. Please note that the Engineer is only responsible for the timeline of Ivaldi's work and design and does not have control over the City's approval process.

VI. OWNER'S RESPONSIBILITIES

- Review documents and respond to questions in a timely manner.
- Appoint a single point of contact for project coordination purposes.
- Provide project requirements and system data as required. Changes after the Engineer commences services may require a change in fee and additional time to complete.
- Execute permit applications and pay all required permit and plan review fees.

VII. DELIVERABLES

Additional copies provided as a reimbursable expense:

- Quantities Estimate
- Civil Site Plans
- CAD files (version)

VIII. COMPENSATION

FEES		
DESCRIPTION	FEE TYPE	FEE
Boundary AND Topographic Surveying		
Boundary and Topographic Survey (SUE B)	Lump Sum	\$9,350.00
Ground Penetrating Radar	Lump Sum	\$3,630.00
Potholing (SUE A)	Lump Sum	\$7,887.50
As-Built Survey (SUE B)	Lump Sum	\$1,980.00
Master Planning Services		
Geotechnical Engineering Study	Lump Sum	\$9,350.00
Design Phase Services		
Schematic Design Phase	Lump Sum	\$12,090.00
Design Development Phase	Lump Sum	\$12,890.00
Final Construction Document Phase	Lump Sum	\$13,980.00
Traffic Engineering Services		
Traffic Engineering Services	Lump Sum	\$5,500.00
Bid Phase Services		
Bid Assistance and	Hourly, NTE	\$2,800.00
Post Permit and Construction Phase Revision		
Post Permit and Construction Phase Revisions	Hourly	Hourly
Reimbursable Expenses	@ Cost	@ Cost
	Total	\$79,457.50*

*Does not include hourly service

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 Ivaldi Engineering, 2820 15th Avenue SW, Huntsville, AL 35805, hereinafter referred to as “Consultant.”

WHEREAS, the City of Madison has budgeted for an intersection improvements project to be located at the intersection of Town Madison Boulevard and I-565; and

WHEREAS, such development requires detailed evaluation and review of proposed plans, drawings, specifications, products, and timelines to ensure the City’s overall intent for the project and its specific metrics and goals are met; and

WHEREAS, Consultant is a unique provider of such services; and

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

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Scope of Work: Pursuant to the provisions of this Agreement, Consultant will provide the following services to City:

Boundary and Topographic Surveying, Geotechnical Engineering Study, Design Phase Services, Traffic Engineering Services, and Bid Phase Services according to the Consultant’s proposal dated August 7, 2025 (“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.
- C. Consultant shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement. Consultant shall perform all services in accordance with the provisions of this Agreement, including, but not limited to, those provisions relating to timing of and payment for services rendered. Consultant alone shall be responsible for the legality, safety, efficiency and adequacy of the services performed hereunder.
- E. Consultant shall hold a current and valid business license issued by the City of Madison and any other appropriate and necessary licenses issued by a governmental entity or

industry-specific governing body. It is the sole responsibility of the Consultant to obtain all appropriate and necessary licenses and permits.

SECTION TWO: FEE / EXPENSE STRUCTURE

The total compensation for services rendered by Consultant pursuant to the Scope of Work contained herein shall not exceed **seventy-nine thousand four hundred fifty-seven dollars and fifty cents (\$79,457.50)**. Consultant shall invoice City in arrears on a monthly basis, terms net thirty (30) days.

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

SECTION THREE: INDEMNIFICATION

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

SECTION FOUR: COMMENCEMENT; TERM

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

SECTION FIVE: TERMINATION

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

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION SEVEN: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise

of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

SECTION EIGHT: ASSIGNMENT

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

SECTION NINE: ENTIRE AGREEMENT: WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:

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

All notices to Consultant shall be addressed to:

Ivaldi Engineering, PLLC
2820 15th Avenue SW
Huntsville, AL 35805

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: MISCELLANEOUS PROVISIONS

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

compel strict compliance with every provision of this Agreement.

- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

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

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

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

Notary Public

Ivaldi Engineering, PLLC
Consultant

Consultant

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

RESOLUTION NO. 2025-313-R**AUTHORIZING AMENDMENT NUMBER ONE TO A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.**

WHEREAS, pursuant to Resolution No. 2025-043-R the City Council of the City of Madison, Alabama, authorized a Professional Services Agreement with Kimley-Horn & Associates, Inc. (herein "Kimley-Horn") for professional engineering consulting services for traffic signal design at Sullivan Street and Mill Road; and

WHEREAS, the original agreement was entered for an amount not to exceed two hundred forty-nine thousand dollars (\$249,000); and

WHEREAS, the Engineering Director has requested that the original agreement with Kimley-Horn be amended to allow the firm to expand the scope of the Agreement to provide supplemental surveying and design services to include Oak Street;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute Amendment Number One to the Professional Services Agreement with Kimley-Horn for supplemental surveying and design services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto dated September 22, 2025, and identified as "Amendment to 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 Kimley-Horn and Associates, Inc., in an additional amount not to exceed seventy-four thousand five hundred dollars (\$74,500) in the manner detailed in the Amended Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as the “City,” and Kimley-Horn and Associates, Inc., hereinafter referred to as the “Consultant.”

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2025-043-R, the City Council of the City of Madison, Alabama, authorized the City’s entry into a Professional Services Agreement (“Agreement”) with Consultant to design the replacement of the signal and add right turn lanes at the intersection of Mill Road and Sullivan Street; and

WHEREAS, the City has requested additional professional engineering services along Oak Street, and such work will require additional funds pursuant to the Agreement, which is described in the change order request dated September 22, 2025, which is attached as Exhibit A to this Amendment;

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

A. Amendment to Agreement.

Pursuant to the provisions of this Amendment, City shall provide additional funds to Consultant in the amount of seventy-four thousand five hundred dollars (\$74,500.00) to cover additional services described in Exhibit A.

B. Remainder.

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

C. Effective Date.

The foregoing Amendment shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date that this Amendment comes into effect.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Amendment 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 October 2025.

Notary Public

Kimley-Horn and Associates, Inc.

By: _____
Signature Print name

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 Kimley-Horn and Associates, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public



September 22, 2025

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

Re: **Amendment #1 – Notification: 25-006**
 Intersection Improvements
 Sullivan Street and Mill Road
 Madison, Alabama

Dear Ms. Dunson:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this amendment (the “Amendment”) to the **City of Madison** (“City” or “Client”) for additional professional engineering services along Oak Street, just west of the Sullivan Street and Mill Road intersection, in the City of Madison, Alabama, as part of Notification 25-006.

PROJECT UNDERSTANDING

During the 30% Plan Review meeting with the City, it was discussed that the City’s emergency fire vehicles are unable to access Oak Street via Mill Road due to the steep grade along Oak Street. The Client desires to address the issue by modifying the vertical profile of Oak Street in relation to Mill Road. As a result, the Client would like to modify Kimley-Horn’s current professional services contract to include the scope of services below.

SCOPE OF SERVICES

Task 9 – Oak Street Field Survey

\$9,500

Kimley-Horn’s surveying subconsultant, Morell Engineering, will perform additional field surveying services along Oak Street as part of this Amendment. Morell Engineering will provide surveying services for the following project limits:

- Oak Street, just south of Mill Road for approximately 200’

Specific services to be performed by Morell Engineering include:

- Survey shall be referenced to Alabama State Plane Coordinates System, NAD83 East Zone, and NAVD88 Elevations;
- Temporary benchmarks shall be established for project control;
- Within the project limits, as stated above, Morell Engineering will locate all topographical features (building structures, roadways, driveways, sidewalks, paths, fences, roadway signs, guardrail, residential/commercial signage, traffic signals, pavement markings, retaining walls, etc.) and all existing drainage/storm flumes, pipes, inlets, and structures (including sizes, materials, and flow line elevations);

- Within the project limits, as stated above, Morell Engineering will obtain the location of all utilities, underground and overhead, including invert elevations and pipe materials at sanitary manholes;
- The Boundary Survey shall include location of present right-of-way, right-of-way monuments, permanent benchmarks (if present), property corners and property lines along the rights-of-way of Oak Street within the indicated project limits, as stated above; tie property lines to section corner(s), quarter corner(s), or quarter-quarter corner(s) for use during right-of-way acquisition;
- As part of the Boundary Survey, Morell Engineering will work to establish easements. Without benefit of title, we cannot ensure that all easements will be located;
- In addition to using the Alabama 811 service to locate utilities, Morell Engineering will utilize the services of a private utilities locator service. This will be beneficial to locate utilities that may not be part of the 811 service call and to locate utilities outside the right-of-way that may lie within right-of-way acquisition areas.

Morell Engineering will provide CAD data files as follows:

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

As part of this task, Morell Engineering will provide Traffic Control for the additional scope of services outlined in this Task 9.

Also included as part of this task, Kimley-Horn will incorporate the revised OpenRoads survey database into the current project design.

Task 10 – Oak Street Roadway Design

\$65,000

As part of this Amendment, the additional roadway design tasks are comprised of plan components necessary for the Oak Street improvements beyond the Sullivan Street and Mill Road improvements originally scoped. These are primarily related to tasks associated with the required roadway profile modification along Oak Street.

Additional roadway design tasks include:

1. Modify Mill Road eastbound normal crown cross slope to reverse crown from Oak Street to Sullivan Street.
2. Coordinate with City of Madison Fire Department to ensure there are no vehicular ingress or egress conflicts points with the road surface at the intersection of Oak Street and Mill Road.
3. Design a detour plan to reroute traffic away from Oak Street access via Mill Road.
4. Develop plan and profile sheets for Oak Street from Mill Road to the south for approximately 200'.
5. Develop paving layout sheets for Oak Street from Mill Road to the south for approximately 200'.
6. Develop Erosion Control Plans for Oak Street from Mill Road to the south for approximately 200'.
7. Develop additional Utility Sheet(s) of Oak Street from Mill Road to the south for approximately 200'.
8. Develop additional traffic control phasing and typical sections to integrate the Oak Street realignment into the original scope of work.



- 9. Extend retaining walls along Oak Street, as required.
- 10. Develop additional cross sections of Oak Street, totaling 2 sheets, from Mill Road to the south for approximately 200’.

We estimate that these additional tasks will add approximately fifteen (15) roadway sheets to the final plan assembly.

FEE SUMMARY

Kimley-Horn will accomplish the services outlined in **Tasks 9-10** for the total lump sum fee shown below:

Task 9	Oak Street Field Survey	\$9,500
Task 10	Oak Street Roadway Design	\$65,000
Total Lump Sum Fee (for Amendment 1 only)		\$74,500

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

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



Ms. Michelle Dunson, September 22, 2025, Page 4

CLOSURE

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Jenny Brown, P.E.
Project Manager | Associate

Clark Bailey, P.E.
Authorized Signer | Associate

City of Madison, Alabama
A Municipality

Signed: _____

Date: _____

Printed Name: _____

Title: _____

Email: _____

RESOLUTION NO. 2025-324-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHEAST, 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 ECS Southeast, LLC, for professional geotechnical services necessary for the Segers Road and Macille Drive improvement project, 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 ECS Southeast, 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 13th day of October 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 October 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 (ECS Southeast, LLC), 133 W. Oxmoor Road, Suite 205, Birmingham, Alabama, 35209, hereinafter referred to as "Consultant."

WHEREAS, the City of Madison has sought professional geotechnical services for the Segers Road and Maecille Drive intersection improvements project within the City of Madison; 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 the 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:

Field and earthwork services according to the Consultant's proposal dated September 30, 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 **ten thousand dollars (\$10,000.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses 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:

*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:

*ECS Southeast, LLC
133 W. Oxmoor Road, Suite 205
Birmingham, Alabama, 35209*

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 October 2025.

Notary Public

ECS SOUTHEAST, LLC
Consultant

Consultant

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public



AUTHORIZATION FOR PROFESSIONAL SERVICES*

ECS Southeast, LLC
 133 W. Oxmoor Road, Suite 205
 Phone: (205) 588-5099
 Birmingham, AL 35209

ECS is pleased to provide the professional services outlined in the proposed scope of services below. This contract confirms your authorization for the services requested, and your agreement to the incorporated Terms and Conditions under which the services will be provided.

PROJECT INFORMATION

Project Name:	Segers Road & Maecille Drive	ECS Project No:	
Street Address:	Segers Rd & Maecille Dr	ECS Proposal No:	30:3931
City, State:	Madison, AL	Zip Code:	

CLIENT INVOICE INFORMATION

Client:	City of Madison	Attn:	Michelle Dunson
Email Address:	Michelle.dunson@madisonal.gov	Phone:	(256) 774-4435
City, State:	100 Hughes Rd, Madison AL	Zip Code:	35758

PROPOSED SCOPE OF SERVICES

We understand that this project will consist of undercutting observation and fill placement documentation. We have provided our unit rates for construction materials testing for an on-call basis.

PROFESSIONAL FEES

We will perform services billed in accordance with the attached unit fee schedule. The CMT services will include testing and observation of earthwork construction.

We will invoice you on a monthly basis in accordance with the attached unit rate fee schedule. ECS does not charge a minimum site time for our services.

Work Authorized By:

Signature:		Date:	
Print Name:		Title:	
Firm:			

Signatory warrants his/her authority to bind the entity represented.

For ECS Southeast, LLC:

Signature:		Date:	09/30/2025
CMT Project Manager	Trey Hyde		
Signature:		Date:	09/30/2025
Office Manager, Principal	David G. Marsh, P.E.		

(*) **NOT FOR SERVICES WHERE ESTIMATED COST EXCEEDS \$10,000**

PROFESSIONAL FEES

FIELD SERVICES

1. Senior Engineering Technician
2. Field Engineer

UNIT RATE

\$ 65.00/hour
\$ 120.00/hour

EARTHWORK SERVICES

1. Proctor with Classification, Each
2. Nuclear Density Gauge, Each Trip

UNIT RATE

\$ 575.00/each
\$ 65.00/trip

ENGINEERING/ADMINISTRATIVE SERVICES

1. Project Engineer
2. Senior Project Manager
2. Principal Engineer
3. Secretary
4. Trip Fee

\$135.00/hour
\$165.00/hour
\$ 225.00/hour
\$ 65.00/hour
\$ 50.00/each

The services described above would be rendered portal-to-portal from our office in Birmingham, Alabama. There is no minimum field charge for field related services. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 6:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.

Scheduling should occur prior to 4:00 p.m. on the day before services are required. Same day scheduling for technician services may result in non-coverage of such inspections.

Proposal No.: 30-3931-P Segers Road & Macelle Drive Development CMT (hereinafter the "Proposal")**Client: City of Madison****ECS SOUTHEAST, LLC
TERMS AND CONDITIONS OF SERVICE**

The professional services (the "Services") to be provided by ECS Southeast, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from

any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA

study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 If CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

RESOLUTION NO. 2025-325-R**A RESOLUTION AUTHORIZING THE MAYOR TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH CROY ENGINEERING, LLC**

WHEREAS, on November 12, 2024, the City Council of the City of Madison, Alabama, passed Resolution No. 2024-367-R authorizing the Mayor to execute a Professional Services Agreement with Croy Engineering, LLC, for professional civil engineering services for the Browns Ferry Road and Sullivan Street Intersection Improvements Project; and

WHEREAS, on September 22, 2025, Croy Engineering, LLC submitted a written request to amend the scope of the Agreement to include additional geotechnical services;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed Amendment Number One to the Professional Services Agreement with Croy Engineering, LLC, for professional civil engineering services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment for Professional Engineering Services – Wall Triana Highway (Sullivan Street) and Browns Ferry Road Intersection Improvements" 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 Croy Engineering, LLC in an additional amount not to exceed **three thousand two hundred ninety-five dollars (\$3,295)** in the manner detailed in the Amended Agreement to be paid from the Engineering Department's budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as the “City,” and Croy Engineering, LLC, hereinafter referred to as the “Consultant.”

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2024-367-R, the City Council of the City of Madison, Alabama, authorized the City’s entry into a Professional Services Agreement (“Agreement”) with Consultant for professional civil engineering services for the Browns Ferry Road and Sullivan Street Intersection Improvements Project; and

WHEREAS, Consultant has requested additional funds for the performance of additional geotechnical services, which is described in the Scope of Services dated September 22, 2025, which is attached as Exhibit A to this Amendment;

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

A. Amendment to Agreement.

Pursuant to the provisions of this Amendment, City shall provide additional funds to Consultant in the amount of three thousand two hundred ninety-five dollars (\$3,295.00) to cover additional expenses described in Exhibit A.

B. Remainder.

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

C. Effective Date.

The foregoing Amendment shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date that this Amendment comes into effect.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Amendment 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 October 2025.

Notary Public

Croy Engineering, LLC

By: _____
Signature Print name

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 Croy Engineering, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public



September 22, 2025

Mr. Maxwell Carter, PE
City of Madison Engineering Department
100 Hughes Road
Madison, AL 35758

Re: Amendment for Professional Engineering Services
Wall Triana Highway (Sullivan Street) and Browns Ferry Road Intersection
Improvements

Dear Mr. Carter:

Croy Engineering would like to thank you for the opportunity to provide this proposal for professional services on the above-referenced project. We propose to provide the following:

1. Amendment 1 – Additional Geotechnical Services

Attached is a detailed description of our proposed Scope of Services and Summary of Fees. If this proposal is acceptable, please sign the Approval below and return one copy for our records.

Again, we thank you for the opportunity to work with you on this project. If you have any questions or if you need any additional information, please contact us.

Sincerely,

Luke Murphy, P.E.
Project Manager

Cc: File

Client Approval: _____

Date: _____

By: _____



Scope of Services

Croy previously designed an intersection improvement project at the intersection of Wall Triana Highway (Sullivan Street) and Browns Ferry Road. The project included a new turn lane and pedestrian safety improvements. The Client desires to update the construction plans and construct the proposed project.

Additional Services

In Croy's previously designed intersection plans, modifications to the existing intersection infrastructure were limited to the two eastern traffic signal poles and their associated equipment. After evaluating the existing infrastructure, it was determined that the equipment here is outdated. We proposed updating the entirety of the traffic signal infrastructure to bring it up to date. This additional work is out of scope for the Geotechnical Engineer and will require them to perform additional borings and cores. Below is the proposed modification of fees to the original proposal.

Summary of Fees

Description	Type	Fee
Additional Geotechnical Servies	Lump Sum	\$3,295

RESOLUTION NO. 2025-314-R

**A RESOLUTION AUTHORIZING AGREEMENT FOR CONTRACTING SERVICES
WITH AMERICAN OVERHEAD DOOR**

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 American Overhead Door, a DH Pace, Inc., company, for the performance of preventative maintenance inspections on doorways and openings at City facilities, 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 American Overhead Door, 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 13th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of October 2025, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and American Overhead Door, hereinafter referred to as the “Contractor”.

WITNESSETH:

1. **Scope of Work:** For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to perform maintenance inspections on seventy-five (75) total openings across various locations as specified in Exhibit A (the “Work”) in accordance with the plans, specifications, and directions contained in the following exhibit, which is attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor’s proposal dated September 19, 2025

2. **Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **fifteen thousand eight hundred seventy-seven dollars and zero cents (\$15,877.00)**. 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 one year after the effective date of this Agreement, or upon the City’s acknowledgement of Contractor’s fulfillment of the terms of the Scope of Work contained herein. 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, Contractor 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 Contractor as of the date of termination.

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

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

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

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

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

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. Contractor shall defend,

indemnify and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

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

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

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

12. Termination: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others

rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

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

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

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

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

17. Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

19. Conflicts: In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

20. **Headings:** The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

21. **Notices:**

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

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

All notices to Contractor shall be addressed as follows:
American Overhead Door
126 Jetplex Circle
Madison, Alabama 35758

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 _____, 2024.

Notary Public

**AMERICAN OVERHEAD DOOR
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 American Overhead Door is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public



A DH PACE Company

American Overhead Door
126 Jetplex Circle
Madison, AL 35758
P 256-772-5775
AmericanOverheadDoorInc.com

Item A.

PROPOSAL

CUSTOMER: City of Madison			PROJECT: City of Madison-PM Plan BiAnnual		
Address: 228 Mose Chapel Rd			Address 1: 228 Mose Chapel Rd		
City: Madison	State: AL	Zip: 35758	Address 2: Address2		
Phone: 256-509-6570			City: Madison	State: AL	Zip: 35758
Email: james.dyer@madisonal.gov					

Submitted To:	James Dyer	Proposal Date:	9/19/2025	Proposal #:	AS-6417
Submitted By:	Allen Stephens	Commercial Sales Rep	256-650-8220	Allen.Stephens@dhpac.com	
Addendums Acknowledged: Addendums			Drawings Dated: Date	Specifications Dated: Date	

American Overhead Door Scope of Work:

-Perform preventative maintenance inspections on 75 Total Openings across the following locations:

• Fire Station #1 – 3 Openings	\$451.20
• Fire Station #2 – 3 Openings	\$451.20
• Fire Station #3 – 2 Openings	\$305.80
• Fire Station #4 – 8 Openings	\$1050.70
• Palmer Park – 9 Openings	\$631.90
• Dublin Park – 24 Openings	\$2,355.30
• Public Works Building – 18 Openings	\$1,934.40
• Sunshine Oaks – 4 Openings	\$381.60
• Public Safety Annex Building – 1 Opening	\$180.40
• Madison City Library – 1 Opening	\$196.00

Total Price Per Completed PM Cycle.....\$7,938.50

(PM performed BiAnnual, Annual Cost of \$15,877.00)

PM Benefits – As a member of the Overhead Door Company of Atlanta Planned Maintenance Program you will receive the following benefits:

- 1) A 10% labor rate reduction on ALL current commercial service rates while enrolled in the program
- 2) Priority scheduling for service and repairs. You will be first in line for the next available service appointment
- 3) Reduced probability of equipment failure, trimming service costs and possibly eliminating expensive, emergency repairs
- 4) Extended useful and safe life of your doors, operators and dock equipment diminishing equipment and insurance costs.

Sectional door PM - With each planned maintenance service the following will occur:

- 1) Each door receives a comprehensive nineteen (19) point maintenance and safety inspection.
- 2) Door servicing includes the inspection, tightening, lubrication and/or adjustment of all sections, door alignment, hinges, hardware, cables, drums, track and track fasteners, springs, rollers, bearings and chain hoists.
- 3) Operator servicing includes the inspection, tightening, lubrication, and/or adjustment of all limit switches, belts, brakes, clutches, sprockets, mountings, disconnects, roller chains, bearings and safety devices.
- 4) A detailed PM inspection checklist is completed for each Sectional Door Opening, noting any safety issues or recommended repairs.

5) The PM inspection checklist is reviewed with a member and a copy is provided with the service call receipt. Whenever possible, authorized repairs should be done at time of PM inspection.

Rolling Steel PM - Each Rolling Steel door serviced under this PM program receives a comprehensive (16) point maintenance and safety inspection. PM servicing of Rolling Steel doors includes the inspection, tightening, lubrication and/or adjustment of all slats, end locks, guides, bottom bars, hoods, springs, bearings, fasteners, chain hoist, sprockets, and hardware. A detailed checklist is completed for each door, noting any safety issues or recommended repairs. The PM inspection checklist is reviewed with the member and a copy is provided with the service call receipt. Whenever possible, authorized repairs are done at the time of inspection.

Exclusions and Clarifications:

- Pricing expires in 30 days from proposal date.
- Work to be performed during normal business hours (Monday - Friday, 7:00 AM - 5:00 PM), unless otherwise noted.
- Please allow specified lead time from order acceptance, material production release, and approved credit terms or 50% deposit for installation to begin. Balance due upon completion if applicable.
- Order acceptance includes a signed proposal, executed contract or purchase order.
- Pricing includes material described above, applicable labor, and use tax. Sales Tax applied upon invoicing.
- This quotation is based upon a visual inspection; it does not consider concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed.
- This quote is based on our interpretation of customer supplied information. No specifications were provided for review. DH Pace is not responsible for omissions and/or inaccuracies. Price is subject to change if actual conditions differ from the information provided.
- Quoted price contingent upon customer having opening(s) clear of all obstructions and allow for unfettered access for installation team for a minimum of 8 normal work hours on the day of installation. Excessive wait time to clear opening or additional mobilizations will result in hourly charges being added to the work order.
- Quoted assuming that existing opening structure is functional and capable of supporting new door equipment, any material or labor to repair or replace anything not specifically listed above will be quoted separately.
- Standard warranty is (1) year against defects on materials and workmanship. Additional manufacturer's warranties apply to material cost only.

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (**TERMS AND CONDITIONS**) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

BUYER ACCEPTANCE

TYPE OR PRINT NAME OF BUYER

_____/_____/_____
ACCEPTANCE DATE

REFERENCE #

This is my authorization to proceed with the above stated work at the base price of **\$8,138.50**.

SIGNATURE of: ☐ Owner ☐ Partner ☐ Officer (indicate which)

TITLE

Terms. The products ("Products") described in this contract and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorneys' fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

RESOLUTION NO. 2025-322-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH J.M. PHILLIPS ENGINEERING, 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 J.M. Phillips Engineering, LLC, for the provision of civil engineering design services for a proposed retaining wall 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 J.M. Phillips Engineering, 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 13th day of October 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 October 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 J.M. Phillips Engineering, LLC, located at 206 Beirne Avenue NE, Huntsville, Alabama 35801, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison seeks professional services for civil engineering design for a proposed retaining wall along the boundary of the Toyota Field parking lot in order to correct soil erosion; 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: Preparation of plans and documents necessary for the construction of a proposed retaining wall at Toyota Field, said designs to be prepared according to the Consultant's proposal dated August 13, 2025 ("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 **nineteen thousand five hundred dollars (\$19,500.00)**, 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 without City approval.
- 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 shall be billed according to Consultant's fee schedule provided in Attachment B and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from 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
228 Mose Chapel 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:

*Jason Phillips, PE
President
J.M. Phillips Engineering, LLC
P.O. Box 2612*

Huntsville, AL 35804

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.

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: _____

§

§

§

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 October 2025.

Notary Public

J.M. Phillips Engineering, LLC
Consultant

By: _____
Jason Phillips, 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 Jason Phillips, whose name as President of J.M. Phillips Engineering, 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 October 2025

Notary Public



August 13, 2025

City of Madison
100 Hughes Road
Madison, Alabama 35758

Attention: Mr. Gerald Smith

Subject: Toyota Field Retaining Wall
Madison, Alabama
Proposal No.: J-25026

Dear Mr. Smith;

J.M. Phillips Engineering, LLC is pleased to present this proposal for Civil Engineering Design Services for the proposed retaining wall for Toyota Field in Madison, Alabama. It is our mission to provide innovative design solutions to meet our client's needs. We feel we can be a valuable member of the team for this project.

Sincerely,

J.M. Phillips Engineering, LLC

A handwritten signature in blue ink, appearing to read 'J.M. Phillips', written over a horizontal line.

Jason M. Phillips, P.E.
President

ATTACHMENT A

SCOPE OF SERVICES

SURVEYING

1. Topographic Survey of the project area.
 - a. The Topographic Survey shall depict and include the following information:
 - i. Location of all observed improvements, including but not limited to, paving, sidewalks, curb and gutter, paving, fences, ditches and rip rap
 - b. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
 - c. Depict FEMA flood zone information from the current FEMA Maps.(if applicable)
 - d. Survey shall be made in accordance with the Standards of practice for Surveying in the State of Alabama.
 - e. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83), and North American Vertical Datum of 1988 (NAVD 88) using the latest Geoid.
 - f. Surveyor will contact 811 to request underground utility locates, however, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where in additional or more detailed information is required, the client is advised that excavation and/or private utility locate request may be necessary.

CIVIL DESIGN

J.M. Phillips Engineering, LLC will prepare the plans and documents necessary for the approval and construction of the site improvements for the proposed improvements. These developments include drainage improvements to keep runoff drained and not ponding around the field house or tennis courts. These plans and documents are anticipated to include the following:

- a. Retaining Wall Layout Plan;
- b. Retaining Wall Plan and Profile
- c. Grading and Drainage Plan
- d. Phased Erosion Control Plans;
- e. Construction Details;
- f. Hydraulic/ Hydrologic Modeling, Design, and Report
- g. Construction Reviews/ Administration

GENERAL ASSUMPTIONS AND REQUIREMENTS

- Client shall provide site access as required to perform the work as requested within the scope of this project and that Engineer and Subconsultants may enter the subject properties as well as the adjoining properties without further notice if this agreement is executed.
- J.M. Phillips Engineering, LLC will provide electronic copies of the stamped design drawings.
- Client shall provide Engineer with all information needed (i.e., CAD/PDF files of Architectural, Mechanical, Plumbing, Electrical Plans)
- Any application, printing and recording fees for the project will be billed as reimbursables for the project.
- Reimbursable expenses will be billed monthly at cost plus 15%.
- J.M. Phillips Engineering, LLC has included the submission of the Civil Design Package for review with the City of Madison. Any applications fees charged for the review of the project will be billed as a reimbursable expense to the project.

EXCLUSIONS

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

- Application/ Submission and Recording Fees
- Postage/Mailing Fees (if required)
- Revisions based on errors from the information provided to Engineer by others.
- FEMA Elevation Certificates, LOMR, LOMR-F, etc.
- Subdivision, Rezoning, variance, vacation requests, or other matters not specifically mentioned herein above.
- As-Built Surveys and/or drawings
- Environmental Studies. It is assumed that all necessary environmental studies will be performed by others and approved by judicial authorities.
- Offsite infrastructure and/ or utility extensions or improvement design services
- Site Lighting/ photometric design services
- Geotechnical Engineering Evaluation
- ADEM NPDES Permitting
- ALDOT Review and/ or permitting
- Any activities not associated within the Scope of Services as defined herein above.

ATTACHMENT B**FEE SCHEDULE**

Client shall compensate Engineer for services rendered in accordance with the following options:

ITEM		Fee
1	TOPOGRAPHIC SURVEY	\$ 4,500.00
2	CIVIL ENGINEERING DESIGN	\$ 15,000.00
TOTAL		\$ 19,500.00

HOURLY RATES AND MATERIALS**Engineering**

Principal Engineer	\$200 / hour
Senior Project Manager	\$180 / hour
Project Manager	\$150 / hour
Draftsman	\$110 / hour
Courier or Administrative	\$75 / hour

PRINTING

Black and White (11" x 17")	\$0.75 / sheet
Black and White (18" x 24")	\$2.00 / sheet
Black and White (24" x 36")	\$3.00 / sheet
Black and White (30" x 42")	\$4.00 / sheet

RESOLUTION NO. 2025-319-R**A RESOLUTION AUTHORIZING RENWAL OF SOFTWARE SUBSCRIPTION
SERVICES WITH LOCALITY MEDIA, INC.
FOR SUBSCRIPTION TO FIRST DUE SOFTWARE**

WHEREAS, the City of Madison has determined that Locality Media, Inc., is the sole source of software for automated pre-plans, incident reporting and inventory services that meets NEMSIS standards for the Fire Department; and

WHEREAS, the State of Alabama requires the Madison City Fire Department to maintain NEMSIS compliant software as an Advanced Life Support Department; and

WHEREAS, the City Council desires to renew the agreement with Locality Media, Inc., for an additional year; and

WHEREAS, the renewal of the agreement is both a sole source purchase and a purchase related to the security and safety of individuals, structures, facilities, or infrastructure, and therefore competitive bidding is not required pursuant to Section 41-16-51(a) of the Code of Alabama (1975), as amended;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a pricing proposal from Locality Media, Inc., for automated preplans, incident reporting and inventory services software that meets NEMSIS standards and said pricing proposal is substantially similar in purpose, intent, and composition to that certain document attached (**Attachment A: Renewal Quote ID 1545132000492910266**), 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 software subscription 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 from the Fire Department's Budget for an amount not to exceed thirty-four thousand four hundred ninety-seven dollars and twenty-three cents (\$34,497.23) for a one-year subscription to the First Due software;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

BILL TO:

Richard Ennis
Madison Fire & Rescue (AL)
101 Mill Road
Madison, AL 35758

Account: Madison Fire & Rescue (AL)
Renewal Start Date: Oct 31, 2025
Term Length: 12
Annual Subscription: \$ 34,497.23

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Hydrant Management - Advanced Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, hydrant setup, hydrant service checklist, data management, mapping, service inspections, hydrant flow test and reporting.	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
Incident Reporting - NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Incident Reporting - ePCR ePCR Incident Documentation, State Compliance with automated submission.	
Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.	
Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	
CAD Integration (Other) Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.	

Sub Total	\$ 34,497.23
Tax	\$ 0.00
Adjustment	\$ 0.00
Grand Total	\$ 34,497.23

*Excluding Tax

Terms and Conditions

For subscription renewal period 10/31/2025 - 10/30/2026

Payment Terms: Net 30



October 3, 2025

Madison Fire & Rescue
101 Mill Rd.
Madison, AL 35758

First Due is the sole source for fire and life safety-based Occupancy Management and Pre-incident Planning, Inspections, Advanced Hydrant Management, Fire Incident Reporting - NFIRS, ePCR Incident Reporting, Personnel Management, Assets and Inventory, Scheduling, Events and Activities, and CAD Integration for Madison Fire & Rescue.

The First Due platform proposed to Madison Fire & Rescue is the only known solution set providing these modules with a single administrative login. Other solutions in the marketplace are point solutions and would require multiple integrations to your CAD and other integrated systems. First Due's platform ensures that agencies can avoid costly interfaces with other third party-systems.

To whom it may concern,

Locality Media Inc (dba First Due) provides end-to-end support for Fire and EMS services, fulfilling the identified needs and requirements set forth by Madison Fire & Rescue. This software and its source code are exclusively owned and developed by Locality Media, Inc., and we are the sole provider of this solution.

Below is a detailed list of modules and an explanation as to how each is unique within the First Due platform.

- The leading Occupancy Management and Pre-incident Planning solution to automatically collect data and create comprehensive pre-plans in the field and create pre-plans on every structure by interfacing with data sources such as the assessor's office and the building department. Pre-incident plans incorporate ArcGIS maps, fire systems, hazardous materials, and contact information.
- A comprehensive Inspections module with configurable checklists to support field and virtual inspections. It includes an inspections scheduler, integrated pre-incident planning, and violation management tools.
- An Advanced Hydrant Management module allows users to view hydrants on pre-plan and responder maps, including hydrant lists, hydrant types, hydrant uploads, hydrant set up and ArcGIS hydrant layers. A complete management solution, it also supports hydrant service checklists, data management, hydrant mapping, service inspections, and hydrant flow test reporting.
- A Fire Incident Reporting platform with NFIRS 5.0 and NERIS v1 checklists to support compliance with Federal, state, and local incident documentation and automated report submissions.
- An ePCR-specific Incident Reporting platform allowing for patient incident documentation that meets compliance requirements and provides automated report submissions.



first due

- The Personnel Management module allows agencies to store, manage and access employee records including demographic data, certifications and employment information.
- Asset and Inventory Management module with real-time insight and statistics to support asset, vehicle, equipment, apparatus and inventory management, asset and equipment health checks, and work order management.
- The Scheduling module that allows agencies to manage staff schedules with an interactive shift board, a configurable call shifts module, and tools for time-off and shift trades, all set up to automate the simple or complex shifts, rotations, and union rules.
- The Events and Activities module provides agencies with a master global calendar and log showing events, station activities, and planned trainings that are created using First Due.

Integration, Implementation, Configuration, and Training Services are included with our software. This includes CAD Integration.

All components of our platform are designed, produced, and sold exclusively by First Due. For more information, please visit www.firstdue.com.

Sincerely,

Andreas Huber, CEO First Due

RESOLUTION NO. 2025-320-R**A RESOLUTION AMENDING A PROFESSIONAL SERVICES
AGREEMENT FOR PREPARATION OF AN UPDATED ASSISTANCE TO
FIREFIGHTERS GRANT APPLICATION**

WHEREAS, on November 25, 2024, the City Council of the City of Madison, Alabama adopted Resolution No. 2024-409-R authorizing the Mayor to execute a Professional Services Agreement with Vickers Consulting Services, Inc., for the preparation of an Assistance to Firefighters Grant (AFG) application for the purchase of radios; and

WHEREAS, although the City was not successful in securing an award under the 2025 AFG cycle, the Fire Department has determined that pursuing an updated application remains in the best interests of the City; and

WHEREAS, Vickers Consulting Services, Inc., has submitted a proposal to update and resubmit the City's application for the upcoming AFG cycle;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an amended Professional Services Agreement with Vickers Consulting Services, Inc., for the preparation of an updated Assistance to Firefighters Grant application for the purchase of radios, 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 amended 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 accordingly in the amount and manner authorized by the amended 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 13th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama



V I C K E R S

Consulting Services, Inc

www.vickersconsultingservices.com
info@vickersconsultingservices.com

PO Box 682903
Houston, TX 77268-2903
866-5-GRANTS – Office
888-804-0291 – Fax

Work Order Request Form

Client: Madison AL

By signing this document, the client is agreeing to amend a previously submitted contract or purchase order to Vickers Consulting Services, Inc., for the purposes of requesting Vickers Consulting Services, Inc., to prepare the following grant application(s) at the stated costs for each application listed:

Grant Application Name <i>(ex: 2010 AFG)</i>	Project Name <i>(ex: PPE, vehicle type, etc)</i>	Grant Writing Fee
2025 AFG	Communications Resubmit	\$250

For all contracts signed prior to 1/15/2024 the resubmit fee will remain \$100 per individual application to update the existing application in consecutive years. Gaps in years working will result in a \$100 per year fee. Modifications to the initial project, regional hosts, and other major alterations will result in additional fees.

All contracts signed after 1/15/2024 will be charged \$250 per individual application to update and re-submit the existing application in consecutive years. Gaps in years working will result in a \$250 per year fee. Modifications to the initial project, regional hosts and more will result in additional fees. Regional resubmit contracts will be \$100 per department involved.

These modifications are pursuant to Item 11 – Amendment in the original contract stipulating that any and all changes will be made in writing. No other alterations to the original document are implied or altered through the creation of this document. *(A separate sheet(s) showing quantities and pricing for the request is still required, this sheet is just to amend the contract and update the grant writing fee when applicable.)*

Primary Authorized Party for Client (print name)	Authorized Party Signature	Date
Secondary Authorized Party for Client (print name)	Authorized Party Signature	Date
**only if required by Client for internal balances		
Vickers Consulting Services, Inc Representative (print name)	Authorized Signature	Date

Vickers Consulting Services, Inc
Consulting Agreement – Flat Rate
Rev. 08/05/2024

This Agreement is made effective as of November 16, 2024 by and between the City of Madison, AL,
 of 100 Hughes Road, Madison, AL 35758, and a municipal
 Vickers Consulting Services Inc., PO Box 12032, Spring, TX 77391-2032. corporation

In this Agreement, the party who is contracting to receive services shall be referred to as "Applicant", and the party who will be providing the services shall be referred to as "Consultant".

- Consultant has a background in Grant Writing, and is willing to provide services to Applicant based on this background.
- Applicant desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on November, 2024, Consultant will provide the following services if requested (collectively, the "Services"): grant program application development, including but not limited to: research of funding opportunities, project development, application development, cost estimation, and project narrative development. Applicant understands that their approval will be required on all applications.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Applicant will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

3. PAYMENT. Applicant will pay a fee to Consultant for the Services based on a flat rate of \$1,500.00 for the grant application worked on by the Consultant. This fee shall be payable no later than thirty (30) days following the submission of the proper invoice for the application. Upon termination of this Agreement Consultant shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Consultant has not yet been paid. Work product constituting payment is considered to be narrative preparation. If a narrative is prepared and submitted to the Applicant for review the relationship is considered to be billable and even if the Applicant decides not to apply to said grant program they will be billed the full amount for services rendered. A \$25 late fee will be added for payments 60 days or more overdue.

4. EXPENSE REIMBURSEMENT. Consultant shall pay all "out-of-pocket" expenses, and shall be entitled to reimbursement within 30 days of the incurred expense from Applicant. Reimbursable costs include, but are not limited to, postage, facsimile, notary, airfare & other travel related expenses, and other administrative costs. These costs will be limited to \$50 initially. If costs are to exceed \$50 Consultant will notify Applicant of the costs and receive written approval prior to making the expenditure. Since travel is not normally necessary for the Consultant to perform their duties, any travel requests by the Applicant shall be done in writing and costs agreed to prior to any travel plans being made.

5. TERM/TERMINATION. Since this Agreement is open-ended in nature, it shall be terminated in writing and agreed to by both parties. Termination can be stipulated to be upon completion by Consultant of the Services required by this Agreement, and payment by the Applicant for those services if the termination date is prior to the completion of the Service.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Applicant, and not an employee of Applicant. Applicant will not provide fringe benefits, including health insurance benefits or any other employee benefit, for the benefit of Consultant.

7. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Consultant's Intellectual Property. Consultant does not personally hold any interest in any Intellectual Property. Applicant claims no rights to any work product of the Consultant for the length of service with the exception of the completed application and its components. Applicant makes no claims to the knowledge of the Consultant acquired during the length of service, even if acquired solely for the purpose of this Agreement.

8. CONFIDENTIALITY. Applicant recognizes that Consultant has and will have the following information:

- prices of items included in the application
- costs & budgeting information of the organization
- discounts being given to only the Applicant by vendors
- future plans of the organization
- current business affairs of the organization

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Applicant and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any specific Information that can be used to identify the Applicant for Consultant's own benefit, or divulge, disclose, or communicate in any manner any of said specific Information to any third party without the prior written consent of Applicant. Consultant will protect the Information and treat it as strictly confidential. Applicant agrees that Consultant can use general information describing the project and Applicant that will not divulge the identity of the Applicant as examples for published materials, speaking engagements, or any other such use. A violation of this paragraph shall be a material violation of this Agreement.

9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Applicant :

City of Madison, Alabama
Legal Department
100 Hughes Road , Madison AL 35758

IF for Consultant:

Vickers Consulting Services, Inc
PO Box 12032
Spring, TX 77391-2032

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above. Notices may also be sent by email or facsimile, and will be verified by telephone as to their authenticity.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

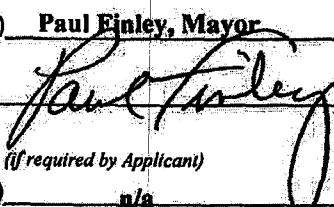
11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. 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 this 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.

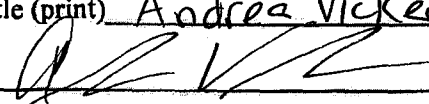
13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. ACCURATE INFORMATION. Consultant can not be held responsible for the inaccuracy of any information given by the Applicant. The Applicant is required to give the Consultant all proper information that is required to comply with all rules and regulations of the Grant or Funding Program which will be receiving the work product created by this agreement. This agreement holds harmless the Consultant in the event that the Applicant engages in fraudulent activity.

Party receiving services (Applicant): City of Madison, Alabama, a municipal corporation

By:
Authorized Party #1
Name & Title (print) Paul Finley, Mayor
Signature: 
Authorized Party #2 (if required by Applicant)
Name & Title (print) n/a
Signature: n/a

Attest: 
Lisa D. Thomas
City Clerk - Treasurer

Party providing services:
Vickers Consulting Services, Inc.
By Name & Title (print) Andrea Vickers Office Mgr.
Signature: 

ORDINANCE NO. 2025-302**AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT WITH
UNITI FIBER GULFCO, LLC**

WHEREAS, Uniti Fiber GulfCo, LLC, has requested a franchise from the City to use the streets and public ways of the City to conduct business as an internet communications services provider; and

WHEREAS, the City Council of the City of Madison has determined that the proposed franchise, for a ten-year term, will promote the health, safety, and welfare of the public and otherwise serve the public interest;

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

Section 1. The City, in consideration of the acceptance of the mutual covenants and agreements and of all the terms and conditions of this Ordinance hereby grants to Uniti Fiber GulfCo, LLC, the right, privilege, authority, and non-exclusive agreement for the installation and operation of a fiber-optic telecommunications system, as defined in the Franchise Agreement attached to this Ordinance, and to use the streets, avenues, and public rights of way in the City for such purposes in accordance with the terms, conditions, and provisions of the Franchise Agreement.

Section 2. That the Mayor is hereby authorized and directed to execute the Franchise Agreement attached hereto as **Exhibit A** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

Section 3. If any word, clause, phrase, sentence, paragraph, or provision of this Ordinance or the Franchise Agreement shall be invalidated by a court of competent jurisdiction, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof.

Section 4. That the Franchise Agreement shall be in full force and effect after the date of its final passage, adoption, and proper execution. A synopsis of this Ordinance and the Agreement shall be published one time in the Madison County Record, a newspaper of general circulation in the City of Madison, Alabama.

READ, PASSED, and ADOPTED this ____ day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

FRANCHISE AGREEMENT

This Franchise Agreement is entered into as of the Effective Date, by and between the City of Madison, Alabama (hereinafter referred to as the “City”) and Uniti Fiber GulfCo LLC, a Delaware limited liability company (hereinafter referred to as the “Franchisee”).

WHEREAS, the City has and reserves the right to exercise control over the highways, streets, alleys, and public places, inside the City of Madison, Alabama, and to require the City’s consent before using such highways, streets, alleys, and public places;

WHEREAS, state law confers to the City certain rights and requirements for franchises and permission to use the public ways of the City;

WHEREAS, the Franchisee has requested from the City a franchise to use the streets and public ways of the City to conduct business as an internet/communications services provider; and

WHEREAS, the City and the Franchisee desire to outline the terms of the franchise.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound thereby, the City and Franchisee enter into this Franchise Agreement and agree as follows:

W I T N E S S E T H :

The City and the Franchisee do hereby mutually covenant and agree as follows:

SECTION 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

- (a) “City” means the City of Madison, Alabama, a municipal corporation.
- (b) “City Council” means the City Council of the City of Madison, Alabama.

(c) “Gross Receipts” means all revenues (exclusive of sales tax) received by the Franchisee from (a) the operation of the System within the corporate limits of the City, and (b) any related services provided by the Franchisee within the corporate limits of the City, including but not limited to: (i) all revenues from installation charges for customers within the City, (ii) all revenues from connection or disconnection fees from customers within the City, (iii) all revenues from penalties or charges to customers in the City for checks returned from banks, net of costs paid, and penalties, interest or charges for late payment, (iv) all revenues from equipment sold or rented to customer upon customer premises within the City, (v) all revenues from authorized rental of conduit space within the City’s Rights-of-way, (vi) all revenues from authorized rentals of any portion of the Franchisee’s System, (vii) all other revenues collected by the Franchisee from business pursued within the City, recoveries of bad debts previously written off and revenues from the sale or assignment of bad debts, and (viii) the value of any free services provided by the

Franchisee to customers within the City, but excluding any such free services provided to the City. Revenue of any affiliate or subsidiary of the Franchisee, with the exception of an affiliate that has a separate franchise agreement with the City, shall be included in Gross Receipts to the extent that the treatment of the revenue as that of the affiliate or subsidiary would have the effect of evading the payment of fees required by this Agreement. Gross Receipts shall not include revenues arising from or relating to Telecommunication Services that both originate and terminate outside the corporate limits of the City.

(d) “Mayor” means the Mayor of the City of Madison, Alabama, and his/her designee(s) (which may include representatives from one or more of the departments of the City).

(e) “Person” means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

(f) “Rights-of-way” means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, or other public rights-of-way to the extent that the same would entitle the City and the Franchisee to use the same for the purpose of installing, operating, repairing and maintaining the System. The term shall not include any state or federal rights-of-way or any property owned or controlled by any person other than the City, except as provided by applicable law or pursuant to an agreement between the City and any such governmental entity or person. The term shall also not include property owned or leased by the City that is not used or is not typically used as rights-of-way for vehicular or pedestrian transport or the installation of public utility facilities, such as City parks and/or City public works facilities.

(g) “System” shall mean the Franchisee’s fiber-based telecommunications system, including its fiber-optic transmission lines, as well as the system of conduit, pipes, transmission lines, handholes, manholes, repeaters, meters, equipment and all other facilities reasonably associated with and related to the operation of such telecommunications system, operated by the Franchisee within the corporate limits of the City in accordance with the terms and conditions contained in this Agreement.

(h) “Telecommunications” means the transmission, between or among points specified by the user, or information of the user’s choosing (e.g., data, video, and voice), without change in the form or content of the information as sent and received.

(i) “Telecommunication Service(s)” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

(j) “Franchise Fee” means the fee paid by the Franchisee to the City in exchange for the rights granted to the Franchisee under this Agreement.

(k) “City Engineer” means the head of the Engineering Department of the City of Madison, Alabama, and his/her designee(s).

SECTION 2. Grant of Franchise.

(a) The City hereby grants to the Franchisee the non-exclusive and limited right, consent, and franchise to construct, maintain, and operate the System within and along the Rights-of-way in the City of Madison, as set forth in more detail and subject to the limitations expressed herein.

(b) The Franchisee's non-exclusive right, consent, and franchise granted herein is expressly limited such that it shall be granted only along the Rights-of-way in the manner, scope and locations as approved by the Mayor (or his/her designee).

- i. Attached as **Exhibit 1** is the proposed initial location of the System that the Franchisee intends to submit to the Mayor for consideration. The Franchisee shall obtain the approval of the Mayor and City Engineer of the locations of all and any part of the System before constructing, expanding, or extending the System within the City pursuant to this Agreement.
- ii. Prior to construction or installation of the System, Franchisee shall submit to the City a properly completed Permit Application for Construction within City of Madison Right of Way (**Exhibit 3**), as well as an Application for Road or Lane Closure (**Exhibit 4**), as applicable.

(c) Unless otherwise approved by the City Engineer or as permitted by **Section 2(d)**, the Franchisee's System shall be placed below the surface (except for such markers as may be required or permitted by the City to demonstrate the location of the Franchisee's System, or to facilitate the connection of the same to any aerial poles pursuant to **Section 2(d)**), upon such conditions and pursuant to such rules and regulations as may be required by the Engineering Department of the City of Madison, Alabama and the City's Public Works Department.

(d) The Franchisee's System may be placed above the surface where it is located on or upon the poles of the electric utility board of the City of Huntsville ("Huntsville Utilities"), under such terms and conditions as may be agreed to by and between the Franchisee, the City, and Huntsville Utilities in a separate pole attachment agreement. However, this Agreement shall not be construed so as to extend to the Franchisee any right, consent, franchise, authorization, or permission to place any cables, wires, associated appliances, or other items of any kind upon the poles of the Huntsville Utilities, and any such authorization must be the subject of a separate pole attachment agreement. In the event of any irreconcilable conflict between such pole attachment agreement and this Agreement, as it relates to an issue concerning the poles of the Huntsville Utilities, the terms of any such pole attachment agreement shall govern.

(e) The right, consent, and franchise granted by this Agreement is for the sole and expressed purpose of operating a system for providing telecommunication or information services, including leasing of portions of Franchisee's System, to Franchisee's customers and community hub locations within the corporate limits of the City as may be authorized by the Alabama Public Service Commission or federal law. This Agreement shall not be construed so as to extend to the Franchisee any right, consent, franchise, authorization, or permission to operate a "cable system"

within the City as defined under federal law, and as such this Agreement shall not be governed by the restrictions and regulations governing franchises of “cable systems” found in Title 47, Chapter 5, Subchapter V-A, Part III of the *United States Code*.

(f) The City makes this Agreement without reducing its police powers and expressly reserves the right to adopt and enforce, now and hereafter, in addition to the provisions in this Agreement and all other existing laws, such additional laws, ordinances, and regulations as it may find necessary in the exercise of its police power to provide for the health, safety, or welfare of the City.

(h) The Franchisee’s use of the Rights-of-way authorized hereunder shall be subordinate in all matters to the City’s use and rights of the Rights-of-way.

(i) This Agreement does not convey any title, legal or equitable, to the Franchisee with respect to the Rights-of-way.

(j) This Agreement does not give the Franchisee any vested right in any part of the System’s particular location, and the Franchisee acknowledges and accepts at its own risk that the City may make use in the future of the Rights-of-way in which the Franchisee is located in a manner inconsistent with Franchisee’s use of the Rights-of-way, and that in such event the Franchisee will not be entitled to any compensation from the City.

SECTION 3. Compensation.

(a) As consideration for this Agreement, the Franchisee shall pay to the City as a Franchise Fee five percent (5%) of its Gross Receipts during each calendar year of operation under this Agreement. Such payments shall be made annually during each calendar year, within thirty (30) days of the close of each year.

(b) Each payment shall be signed by an official of Franchisee who shall certify to its accuracy, showing the basis for the computation and such other relevant facts as may be reasonably required by the City.

(c) The City shall have the right to, at its sole expense, inspect, and audit, upon reasonable written notice, at the Franchisee’s offices where such records are located, all relevant financial statements and financial records for the prior thirty-six (36) month period, in the form and manner as are reasonable prescribed by the City to verify compliance with the Franchise Fee or other payments requirements of this Agreement. At the direction of the City and in its sole discretion, the inspection and audit shall take place either at the Franchisee’s offices where such records are located or at a location within the corporate limits of the City to be designated by the City. If the City requires the records to be made available for inspection and audit at a location within the corporate limits of the City to be designated by the City, the Franchisee shall be responsible for the costs and expenses of producing the records in said location.

(d) If it is determined that the Franchisee has underpaid the Franchise Fee during any prior twelve (12) month period, then in addition to fully paying the owed sum, if the underpayment is 10% or more of the applicable Franchise Fee the Franchisee will (i) reimburse the City for all

of its reasonable costs associated with such determination (including but not limited to attorney fees and accountant fees) not to exceed \$10,000.00, and (ii) pay interest on the underpayment at the rate of 10% per annum or the maximum amount allowed by law, whichever is less.

(e) In addition to the Franchise Fee, and in consideration for the permission to use and occupy City rights-of-way as provided in this Agreement, Franchisee shall install fiber communications lines as a part of its System to up to six (6) City locations, which are described in **Exhibit 2**, at no cost to the City and pursuant to all terms and conditions of this Agreement, as applicable. The Franchisee and the City's Director of Information Technology shall agree on the location of any installation prior to the installation of lines at any location. To the extent commercially feasible, Franchisee shall install said lines to City locations prior to October 1, 2026, unless the parties mutually agree to an extension. Franchisee shall provide favorable service rates to the City in amounts less than or equal to the rates charged to other community hubs and government sector subscribers. Service to City locations shall be included in Gross Receipts for purposes of calculating and paying franchise fees described in Section 3(a).

(f) No refund of any payment or reimbursement of costs under this **Section 3** shall be made upon the termination of this Agreement.

(g) The City and the Franchisee agree that the payments to be made to the City pursuant to this Agreement are not taxes and are not in the nature of a tax, but are in addition to any and all taxes of general applicability or other fees or charges which the Franchisee shall be otherwise required to pay. The Franchisee shall not have any claim for any deduction or credit of all or any part of the amount of payments made pursuant to this Agreement on account of any taxes of general applicability or other fees or charges which the Franchisee is otherwise required to pay to the City. The payment of such compensation by the Franchisee in no way limits the right of the City to impose charges or fees with respect to any work that the Franchisee performs in connection with any construction project or other work in the City.

(h) No acceptance of any payment by the City shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the Agreement.

(i) Unless otherwise provided for, all remittances for the monies due according to the terms of this Agreement are to be made payable to the City Clerk and mailed or delivered to:

City of Madison
Attn: City Clerk
100 Hughes Road
Madison, AL 35758

Such remittances shall clearly identify or reference this Agreement.

SECTION 4. Duration and Term.

(a) The Agreement shall be for an initial term of ten (10) years (the “Initial Term”), commencing upon the later date of the date of publication of the franchise ordinance authorizing this Agreement, or the date of the execution of this Agreement by all of the parties hereto.

(b) Notwithstanding anything to the contrary contained in this Agreement, in the event the Franchisee, at the sufferance of and without objection by the City, holds over beyond the term of this Agreement and continues to operate all or any part of the System or otherwise exercise any part of the rights granted hereunder, after the term of this Agreement, then the Franchisee shall continue to comply with and be subject to all provisions hereunder through the period of such holding over, provided that any such holding over shall not be viewed as a renewal or extension of this Agreement.

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the Rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said Rights-of-way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein. The City does not warrant any of the rights granted by this Agreement.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by granting this Agreement and approving this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of the Rights-of-way by the Franchisee or any person or to charge reasonable compensation for such use, and the Franchisee, by its acceptance of this Agreement, agrees that all lawful powers and rights, regulatory power, police power, or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The City expressly reserves its right to make reasonable rules, regulations, and restrictions for the protection of persons and property related to the Rights-of-way. The Franchisee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City’s police powers shall be resolved in favor of the latter.

SECTION 7. Bond.

(a) The Franchisee shall obtain and maintain, at its sole cost and expense, during the entire term of this Agreement and for one (1) year after the expiration or termination of this Agreement, a corporate surety bond(s) in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00).

(b) Said bond(s) shall be obtained and maintained to secure the faithful performance of the Franchisee of all of its obligations provided under this Agreement. This bond requirement will supersede and replace any additional bond obligations required in Exhibit 3, unless otherwise determined by the City Engineer.

(c) The Franchisee shall file such bond(s) with the City Clerk on or before the date that this Agreement is executed by all of the parties thereto and/or any renewal thereof. The failure by the Franchisee to do so shall constitute a violation of this Agreement.

(d) The bond(s) shall provide for and be subject to the following conditions:

(i) There shall be recoverable by the City, jointly and severally from the principal and surety, any and all fines, penalties, damages, charges, obligations, fees or other amounts due to the City from the Franchisee under the terms of this Agreement and any and all damages, losses, costs, and expenses suffered, including reasonable attorney fees, incurred by the City or resulting from the failure of the Franchisee to: faithfully comply with the provisions of the Agreement; comply with all applicable orders, permits and directives of the City; and/or pay any claims, liens or taxes due to the City which arise from or by reason of the construction, operation, maintenance and/or repair of the System.

(ii) The total amount of the bond(s), shall be forfeited in favor of the City in the event that (a) the Franchisee abandons the System at any time during the term of the Franchise Agreement or renewal thereof or ceases operation of the System for a period in excess of six (6) months; (b) the Franchisee does not remove the System upon the expiration or termination of the Agreement pursuant to **Section 19** of the same; and/or (c) the Franchisee assigns the franchise granted herein without the express prior written consent of the City.

(e) The bond(s) required herein shall be in a form that is reasonably satisfactory to the City. The corporate surety bond shall require thirty (30) days written notice of any non-renewal, alteration, or cancellation to both the City and the Franchisee. The Franchisee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of a replacement bond within thirty (30) days following the receipt by the City or the Franchisee of any notice of cancellation. Failure to do so shall constitute a violation of this Agreement.

(f) The City may draw against the Franchisee's bond(s) after no less than 10 days advance written notice to the Franchisee for any unpaid damages, charges, obligations, fees, or other amounts owing to it as provided herein which are thirty (30) or more days past due.

(g) The bond(s) shall at all times be maintained at the amount and levels as required in this section and shall be a continuing obligation for the duration of this Agreement and thereafter until the Franchisee has liquidated all of its obligations with the City that may have arisen by reason of the construction, operation, or maintenance of the System or breach or termination of the Agreement. If the bond(s) is/are drawn-down for any reason, the bond(s) shall be renewed by the Franchisee within thirty (30) days to the amounts required herein and the failure to do so by the Franchisee shall constitute a violation of this Agreement.

SECTION 8. Standards of Service.

(a) Compliance with Local Ordinances. With respect to all of its activities and operations within the corporate limits of the City, Franchisee shall comply with any and all municipal codes, standards, ordinances, and laws of the City, as they now exist or are hereafter

enacted or amended, expressly including but not limited to those concerning the use of the Rights-of-way, as they now exist or may hereafter be amended.

(b) Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Franchisee pursuant to this Agreement shall be located so as to cause the least and minimum interference with the proper use of the Rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of-way.

(c) Excavation and Installation. Prior to any excavation within the Rights-of-way (or any disturbance of any pavement, sidewalk, or other improvement of any street, avenue, alley, or other public place), the Franchisee shall obtain permission from the City Engineer pursuant to this Agreement, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the Rights-of-ways due to the Franchisee's installation, removal, relocation, maintenance, and repair of its System or facilities shall be accomplished to the satisfaction of the City.

Any opening or obstruction in the Rights of way made by the Franchisee during the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boardings, the bounds of which during periods of dusk and darkness shall be clearly and visibly located. In any case where a Right-of-way is being excavated, disturbed or encumbered by Franchisee (and/or its contractors, subcontractors, vendors, and others performing services or work on the Franchisee's behalf in connection with this Agreement), the same shall take all precautions required by law, in particular, the Manual on Uniform Traffic Control Devices, or otherwise necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to give notice and warning to the public of the existence of actual conditions present.

(d) Restoration of Rights-of-way. If during the course of the Franchisee's construction, operation or maintenance of the System there occurs a disturbance of any Rights-of-way or infrastructure located therein by the Franchisee, it shall, at its expense, replace and restore such Rights-of-way and infrastructure to a condition as good as the condition of the Rights-of-way existing immediately prior to such disturbance to the reasonable satisfaction of the City Engineer. The Franchisee shall perform the work according to the standards and with the materials specified or approved by the City Engineer. Such restoration shall be accomplished within 48 hours after the completion of the Franchisee's work. Upon failure of the Franchisee to make such restoration within such time, if the restoration cannot be made within such time, or to begin the restoration within such time, or upon the Franchisee's delay of more than 24 hours in the continuation of a restoration begun, the City Engineer may serve upon the Franchisee notice of the City's intent to cause the restoration to be made in the Franchisee's stead. Unless the Franchisee begins or resumes the proper restoration within 24 hours after receipt of such notice, the City shall cause the disturbed area to be restored, including the removal of excess dirt, and the expense of the same shall be borne by the Franchisee upon the demand of the City.

(e) Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Franchisee shall, at its own expense, protect, support, temporarily disconnect, relocate in the

Rights-of-way, or remove from the Rights-of-way, any part of the System or the Franchisee's property when required by the City (including but not limited to by reason of traffic conditions; public safety; street abandonment; freeway and street construction; change or establishment of street grade; widening of roadways; construction or maintenance of sidewalks; construction or maintenance of public works; and installation of sewers, drains, gas or water pipes, electrical or telecommunications lines). Should the Franchisee refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the actual cost thereof shall be chargeable to the Franchisee. Notwithstanding the foregoing, in cases of emergency (as determined in the reasonable discretion of the City Engineer), the City may remove, relocate, replace, or renew any part of the System placed in the Rights-of-way, and the Franchisee shall on demand, reimburse the City for the actual expenses thereby incurred. City shall present invoices or other appropriate documentation of labor and materials used in said relocation to substantiate requests for reimbursement.

(f) Trimming of Trees and Shrubbery. Trimming of trees and shrubbery within the Rights-of-way by the Franchisee to prevent contact with the System shall be done only upon the approval of the City Engineer, and upon such standards as City Engineer may direct. The Franchisee shall compensate the City for any damages, in such amounts as determined by the City Engineer, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Franchisee to the satisfaction of the City Engineer.

(g) Safety and Permit Requirements. Construction, installation, repair, and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in compliance with applicable federal, state, and local laws, rules, and regulations, including all permit requirements, licensing requirements, and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

(h) Minimum Standards. All of the construction by the Franchisee shall conform, at a minimum, to the minimum standards of the Franchisee and City. In the event there is a conflict between the standards adopted by the Franchisee and any applicable federal, state, or local standards, including ordinances, forms, or applications of the City, the stricter standard shall apply.

(i) Obstructions of Rights-of-Way. Except in the case of an emergency or with the approval of the City Engineer, no rights-of-way obstruction or excavation may be performed when seasonally prohibited or when weather conditions are unreasonable for such work. The Franchisee shall not so obstruct the Rights-of-way so as to interfere with the natural, free, and clear passage of water through the gutters, drains, ditches or other waterways.

(j) Safety Requirements.

(i) The Franchisee shall at all times employ a commercially reasonable degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(ii) The Franchisee shall install and maintain the System in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City.

(iii) All of the Franchisee's structures and all lines, equipment, and connections in, over, under and upon the Rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(iv) The Franchisee shall maintain a force of employees at all times sufficient to provide safe, adequate, and prompt service for the System.

(k) Least Disruptive Technology. The Franchisee is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the Rights-of-way. The Franchisee will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City Engineer. The City Engineer may reasonably require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Franchisee may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Agreement applies.

(l) Payment of Costs. The Franchisee shall be responsible for all costs associated with the installation, repair, and maintenance of the System and all associated equipment including, but not limited to (i) the reasonable costs to repair the Rights-of-way due to the installation, repair and maintenance of the System, and (ii) the reasonable costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City.

(m) Responsibility for Damages. The Franchisee shall exercise precautions to avoid damage to any and all other facilities of the City and others located in the Rights-of-way, and hereby assumes all responsibility for any and all loss for such damages caused by the Franchisee (and/or its contractors, subcontractors, vendors, and others performing services or work on the Franchisee's behalf in connection with this Agreement). The Franchisee shall make an immediate report to the City Engineer of the occurrence of any damages and hereby agrees to reimburse the City (and such others) for any and all reasonable expenses incurred in making repairs due to damage caused by Franchisee or its contractors.

(n) Reports. Franchisee shall cooperate with the City with respect to the administration of this Agreement. Franchisee shall furnish or make available to the City upon request, at no cost of the City, such records, information, and reports as may be reasonably necessary, as determined by the City, for the City's administration of this Agreement.

(o) Others Performing Work for Franchisee. The requirements set forth in this Agreement concerning the work performed by the Franchisee in connection with this Agreement equally apply to any and all of Franchisee's contractors, subcontractors, vendors, and others performing services or work on the Franchisee's behalf. The Franchisee shall be fully responsible for all such activities performed by its contractors, subcontractors, vendors, and others performing

services or work on the Franchisee's behalf in connection with this Agreement, and the Franchisee must ensure that all of the same abide by and adhere to the same provisions of this Agreement that would otherwise apply to Franchisee if Franchisee was performing the services or work. Any failure to do so will constitute a breach/violation of the terms of this Agreement to the same extent and as if Franchisee had directly caused such breach itself.

SECTION 9. Enforcement and Termination of Agreement.

(a) Notice of Violation. In the event the Franchisee has not complied with any of the terms of this Agreement, the City shall notify the Franchisee in writing of the nature of the alleged breach.

(b) Right to Cure or Respond. The Franchisee shall have 30 days from receipt of the notice described in **Section 9(a)**: (a) to respond to the City by contesting the assertion of breach, (b) to cure such breach, or (c) in the event that, by the nature of breach, such breach cannot, for reasons beyond the control of the Franchisee, be cured within the 30-day period, initiate reasonable steps to remedy such breach and notify the City of the steps being taken and the projected date that they will be completed.

(c) Enforcement. Should the City find, in its reasonable discretion, that the Franchisee has failed to appropriately cure or remedy its breach with the terms of this Agreement, then the City may hold the Franchisee in material default of this Agreement and (i) terminate the Agreement and/or (ii) pursue remedies as the City deems appropriate, including but not limited to, any of the following remedies:

- (i) Seek specific performance of any provision which reasonably lends itself to such a remedy;
- (ii) Make a claim against any surety or performance bond which may be required to be posted;
- (iii) Restrain by injunction the default or reasonably anticipated default by the Franchisee of any provision of this Agreement; and/or
- (iv) Seek any other available remedy permitted by law or in equity.

(d) Impossibility of Performance. The Franchisee shall not be held in breach with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, pandemics, epidemics, government ordered shutdowns or similar orders, natural disasters, or other events reasonably beyond its ability to control.

(e) Attorney Fees. Unless prohibited by applicable law, the City shall be entitled to enforce this Agreement through all remedies lawfully available, and Franchisee shall pay the City's costs of enforcement, including reasonable attorney fees, in the event that Franchisee is determined judicially to have violated the provisions of this Agreement.

(f) Remaining Obligations After Termination. Upon termination or expiration of this Agreement, all rights and obligations between the parties created by this Agreement shall cease, except for (i) the obligation to pay outstanding fees and other amounts to the City; (ii) the obligation to maintain security until released by the City or otherwise in accordance with this Agreement and Section 7 hereof; (iii) the defense, release, and indemnification obligations as set forth in this Agreement; (iv) the provisions regarding the removal of the System in Section 19 hereof; and (v) such other provisions in this Agreement which expressly provide for survival beyond the term of this Agreement.

SECTION 10. Default. A breach of this Agreement by the Franchisee shall include, but not be limited to the following:

- (1) The occurrence of any event relating to the financial status of the Franchisee which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Franchisee;
- (2) The condemnation by a public authority, other than the City, or sale, or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or
- (3) If (a) the Franchisee shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Franchisee's property or assets; (c) any creditor of the Franchisee petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Franchisee or for any material parts of the property or assets of the Franchisee under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Franchisee decreeing the voluntary or involuntary dissolution of the Franchisee.
- (4) A failure to construct and begin operation of the System on or before July 1, 2026.

(5) A failure to operate the System for a period of six (6) consecutive months.

(6) The Franchisee assigns the franchise granted herein without the express prior written consent of the City.

SECTION 11. Insurance. The Franchisee shall maintain in full force and effect, at its own cost and expense, the insurance set forth in **Exhibit 5**, attached hereto and incorporated herein. The Franchisee shall provide the City with certificates of insurance showing compliance with these requirements (including the required designation of additional insureds, where required).

SECTION 12. Indemnity and Hold Harmless. The Franchisee agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which (i) arise from or are related to the alleged acts or omissions of the Franchisee, its employees, agents, or subcontractors, or (ii) arise from or are related to the construction, operation, maintenance, upgrade, repair or removal of the System, or (iii) arise from or relate to this Agreement, except to the extent caused by the willful, intentional, or grossly negligent acts of the City, including its employees. The City does not and shall not waive any rights against the Franchisee which it may have by reason of this indemnification, or because of the acceptance by, or the Franchisee's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Franchisee shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

The City shall not be liable to the Franchisee for any interruption to service of the Franchisee or for any interference, however caused, with the operation of the Franchisee's System, arising in any manner out of the Franchisee's use of the Rights-of-way in the City, including but not limited to any effects undesirable to the Franchisee which the presence, breakdown, operation, maintenance, alteration of, or additions to, the lines, pipes, and/or other facilities of the City may have upon the attachments or the transmission of the Franchisee, even if the cause of such effects may be attributable to negligence (including, without being limited to, the City's contributory negligence, concurring negligence, active negligence and passive negligence) on the part of the City or its agents.

SECTION 13. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular easement or right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Franchisee. This Agreement shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 14. Warranties and Representations. The Franchisee hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Franchisee further agrees, represents and warrants that this Agreement is legal, valid and binding.

SECTION 15. Other Obligations. Obtaining this Agreement does not relieve the Franchisee of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Franchisee is responsible for all work done in the rights-of-way pursuant to this Agreement, regardless of who performs the work.

SECTION 16. Priority of Use. This Agreement does not establish any priority for the use of the Rights-of-way by the Franchisee or any present or future franchisees or permit holders. In the event of any dispute as to the priority of use of the Rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 17. Notice. Every notice or response required by this Agreement to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed to all of the following:

City of Madison
Attn: Mayor
100 Hughes Road
Madison, AL 35758

City of Madison
Attn: City Clerk
100 Hughes Road
Madison, AL 35758

City of Madison
Attn: City Engineer
100 Hughes Road
Madison, AL 35758

City of Madison
Attn: City Attorney
100 Hughes Road
Madison, AL 35758

The notices or responses to the Franchisee shall be addressed as follows:

Uniti Fiber GulfCo LLC

Attn: Kelly McGriff, Vice President and General Counsel
 107 St. Francis Street, Suite 1800
 Mobile, AL 36602

The City and the Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

SECTION 18. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas hereafter annexed by the City.

SECTION 19. Removal of System Upon Termination. Upon the expiration or termination of this Agreement, the Franchisee shall remove such portions of the System, at its own expense, pursuant to the same restrictions and provisions herein that governed their installation. If not so removed within one-hundred eighty (180) days of such termination, the System shall be deemed to be worthless and to be abandoned/forfeited to the City, in which case it may be removed or otherwise disposed of by the City, at the expense of the Franchisee, and the City shall be free from any liability for removing or disposing of the same.

SECTION 20. Waiver. Failure to enforce or insist upon compliance with any of the terms of conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

SECTION 21. Publication. The ordinance approving this Agreement shall be published in accordance with the applicable provision of Ala. Code § 11-45-8 (1975). Such publication shall be done by the City Clerk of the City, and the expense of such publication shall be paid by the Franchisee.

SECTION 22. Assignment.

(a) The Franchisee's interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the approval and written consent of the City, which said consent shall not be unreasonably withheld.

(b) In the normal course of its business, Franchisee may enter into agreements with its customers, including resellers, that authorize the customers to use capacity or fiber which is located within the System. The customer's rights to use the capacity or fiber will not constitute an assignment, license, lease or other transfer under subsection (a), above, provided that the Franchisee does not in any way surrender control over its System and remains responsible for its obligations under this Agreement. Nothing herein waives the City's right to require the Franchisee's customers to obtain any required franchise or other applicable authorization.

SECTION 23. Miscellaneous. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed

to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

SECTION 24. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

SECTION 25. Governing Law / Venue. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. For any action concerning this Agreement, venue in Alabama state courts shall be in Madison County, Alabama, and in Alabama federal courts, shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

SECTION 26. Severability Clause. If any part, section or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.

SECTION 27. Entire Agreement. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION 28. Relationship of the Parties. It is understood and agreed that the relationship of the parties hereto shall not be construed as a joint venture or partnership. Franchisee is not and shall not be deemed to be an agent or a representative of the City. The City is not and shall not be deemed to be an agent or representative of Franchisee.

SECTION 29. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement. Copies shall have the same effect as the original execution(s).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates hereafter set forth but effective as of _____, 2025 (the “Effective Date”).

FRANCHISEE

UNITI FIBER GULFCO LLC

BY: _____

Its: _____

Date: _____

STATE OF ALABAMA
COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of Uniti Fiber GulfCo LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

My Commission Expires: _____

CITY
CITY OF MADISON, ALABAMA

BY: _____
Its Mayor

ATTEST:

CITY CLERK-TREASURER

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

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

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

Notary Public

EXHIBIT 1
Proposed Initial Location

EXHIBIT 2
Madison Locations

- 1. Public Safety Annex – 230 Business Park Ave.**
- 2. Fire Station #2 – 1227 Hughes Road**
- 3. Fire Station #3 – 12266 County Line Road**
- 4. Fire Station #4 – 400 Celtic Drive**
- 5. Main Street Building – 101 Main Street**
- 6. Madison Hospital – 8375 Hwy 72 West**
- 7. PD/Fire Training Center/Animal Control - 400 Celtic Drive, Madison, AL 35758**
- 8. Dublin Park – 8324 Madison Pike, Madison, AL 35758**
- 9. Wellness Center – 190 Graphics Drive, Madison, AL 35758**
- 10. Sunshine Oaks – 228 Mose Chapel Road, Madison, AL 35758**
- 11. Madison Community Center – 1329 Browns Ferry Road, Madison, AL 35758**
- 12. Palmer Park – 574 Palmer Road, Madison, AL 35758**

EXHIBIT 3
City Right of Way Permit

[SEE SEPARATE ATTACHMENT]

EXHIBIT 4
City Road or Lane Closure Application

[SEE SEPARATE ATTACHMENT]

Exhibit 5 – Insurance Requirements

A. Franchisee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Franchisee, or Franchisee's employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Coverage shall be written on Insurance Services Office (ISO) form or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance with limits of \$1,000,000.00 each occurrence for bodily injury and property damage and, \$2,000,000.00 general aggregate including \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury and contractual liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City, as well as its officers, employees and agents, shall be included as additional insureds as their interest may appear under this Franchise under the Franchisee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsements or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits \$1,000,000.00 per claim and aggregate covering the negligent actions of the Franchisee in the performance of professional services under this Franchise.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Alabama and Employer's Liability with a limit of \$1,000,000.00 each accident/disease/policy limit.

B. Upon receipt of notice from its insurer(s) the Franchisee shall provide the City with thirty (30) days' prior written notice of Cancellation.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

D. Verification of Coverage. Franchisee shall furnish the City with certificate of insurance and blanket additional insured endorsements evidencing the insurance requirements of Franchisee.

E. Franchisee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.



CITY OF MADISON
ENGINEERING DEPARTMENT
 100 HUGHES ROAD
 MADISON, AL 35758
 WWW.MADISONAL.GOV

PERMIT APPLICATION FOR CONSTRUCTION WITHIN CITY OF MADISON RIGHT-OF-WAY

Instructions: This application will be returned as the permit after design reviews are complete. Page 2 is to be completed by the Permittee or design engineer. A separate request for lane/road closures, if necessary, must be submitted by the contractor once construction dates are finalized. Please include a Traffic Control Plan (TCP) with this permit application. Coordination is recommended between the engineer and contractor to determine what traffic control is necessary. The intent is for there to be no design changes to the TCP after the ROW permit is issued.

GENERAL CONDITIONS OF THE PERMIT

Permittee is granted permission to install or maintain the utility described in this permit application within specified City of Madison rights-of-way, subject to following conditions:

1. Permittee will perform the work in accordance with the attached plans & specifications and in a manner that will not interfere with maintenance of the right-of-way.
2. The City of Madison will review the attached plans for the location of the proposed work relative to City-owned infrastructure and property. The permittee or its contractor is responsible for field locating any surface or underground utilities or structures owned by public or private utility providers, and the permittee accepts full responsibility for comprehensive utility location and notifications. The permittee's engineer is responsible for all designs and surveys.
3. If required by either The Public Works Director or The City Engineer, Permittee shall attend a preconstruction meeting with the designated City inspector(s) prior to beginning work. Permittee shall also attend a preconstruction meeting with a Madison Utilities inspector prior to beginning any work on sanitary sewer.
4. In the installation or maintenance of utilities under this Permit, Permittee will conform to the City of Madison specifications and details for utility work inside rights-of-way.
5. The AASHTO Manual on Uniform Traffic Control Devices, latest edition, is made a part of the requirements of Permit by reference and all work shall conform to the applicable requirements of the Manual.
6. The Clean Water Act of 1987 and the Alabama Nonpoint Source Management Program (1989) are made a part of the requirements of this Permit by reference and all work shall conform to the applicable requirements thereof.
7. Permittee shall conform to the most recent edition of all applicable regulations of The Environmental Protection Agency (EPA), The Alabama Department of Environmental Management (ADEM), and the Occupational Safety and Health Administration (OSHA) for both installation and maintenance of all permitted work. It is the responsibility of the Permittee to procure any required state or federal permits prior to the start of construction.
8. Permittee shall conform to Section 6-19 of the *Code of Ordinances for The City of Madison, Alabama*, which is incorporated herein by reference and a copy of which will be provided to Permittee by The City upon request.
9. Permittee shall be responsible for any and all damages to private property, to existing utilities, or to the general public which are caused by Permittee, its agents, employees, or contractors in the course of performing the work made the subject of this Permit and shall hold harmless therefrom The City of Madison, its officials, agents, employees, and contractors.
10. Permittee will file with The City of Madison an acceptable certified check or bond in the amount of fifteen percent (15%) of the total cost of work or two thousand dollars (\$2,000.00), whichever is larger, to guarantee the completion and two-year maintenance of the permitted work. This provision shall not be applicable to entities possessing a valid franchise allowing their operation for profit in City rights-of-way.
11. Permittee will perform the work applied for in this Permit within a one (1) year period, or the permit will expire. Once work begins, Permittee must pursue the work diligently and continuously.
12. Permittee will restore all affected right-of-way in accordance with Section 6-19(e) of the *Code of Ordinances for The City of Madison, Alabama*.
13. If the permitted work will disturb sufficient area that an ADEM permit is required, Permittee shall furnish the ADEM-issued Notice of Registration to The City of Madison prior to starting work.
14. If a lane or roadway closure will be necessary to perform the work, then the Permittee shall submit a completed Construction Application For Lane or Road Closure to The City of Madison Engineering Dept. at least three (3) business days prior to the requested closure. This application is attached as page 3 of this application and is not required if no lane or road closure is required to perform the work. It is preferred that closure applications be submitted once construction dates are determined so that The City of Madison can coordinate with our emergency management personnel about detours and notify the public. Additionally, if the Permittee requires additional closures than what was provided on the traffic control plan in the construction drawings, then some revisions may need to be performed to permit the new road or lane closure.
15. The City of Madison does not approve any work within Norfolk Southern right-of-way. The Permittee must receive permission from Norfolk Southern before performing any work within its right-of-way. <https://www.norfolksouthern.com/en/rail-development-property/public-projects>

All construction project drawings will require City of Madison Standard Notes to be included on a notes sheet that is in the plan sheet and included on the project's sheet index. [Standard Notes can be downloaded here.](#)

Complete this application and submit (via email) all required documents to:

Maxwell R. Carter, PE
 Professional Civil Engineer
 The City of Madison
maxwell.carter@madisonal.gov

If you do not receive a submittal confirmation within two business days, then please contact our department at (256)-772-8431.



CITY OF MADISON
ENGINEERING DEPARTMENT
 100 HUGHES ROAD
 MADISON, AL 35758
 WWW.MADISONAL.GOV

Contact The City of Madison Dept. of Revenue for business license number information by calling (256)-772-5628.

PERMITTEE	PERMITTEE
	Owner of Improvements: _____
	Contact: _____ Title: _____ Phone: _____ Email: _____
	Address Line 1: _____ Madison Business License No.: _____
	Address Line 2: _____
	City: _____ State: _____ Zip Code: _____
CONTRACTOR	CONTRACTOR
	Construction Company: _____
	Contact: _____ Title: _____ Phone: _____ Email: _____
	Address Line 1: _____ Madison Business License No.: _____
	Address Line 2: _____ Subcontractors: ☐ No ☐ Yes (All sub's must have COM business license)
	City: _____ State: _____ Zip Code: _____ If yes, list sub's info on new page.
PROJECT	PROJECT INFORMATION
	Project Name: _____
	Location: _____
	Description: _____
	Desired Start Date: _____ Anticipated Project Duration (calendar days): _____
	Any Road or Lane Closure(s): _____ (Describe)
	Any Trenching In Roadways: _____ _____ (Describe location of pavement trench(es), LF/SF of trench) Refer to note 9 on page 1.
Utility Companies Impacted: _____	

I certify and acknowledge that I have read this application and all General Conditions applicable hereto; that all information provided by me herein is true and correct; and that all work described above and for which a permit is issued shall conform to all applicable local, state and federal laws and regulations and to all plans and specifications herewith submitted. By signing this application, I am promising to satisfy all requirements imposed upon me as a contractor under the laws of The State of Alabama, to include any exemptions as provided by law, and I am verifying that I am authorized by the Permittee to execute this document as its/his/her agent. As a properly licensed contractor, I hereby agree to exercise all due and reasonable care to protect the improvements and utilities contained within or directly serving the right-of-way within which the proposed work is due to be done, regardless of the type or ownership of said improvements or utilities. I further agree to make or cause to have made repairs to any improvements or utilities damaged as a result of the proposed work being done by me, my employees, agents, subcontractors, or suppliers of materials. All repairs will be made to the satisfaction of The City of Madison.

Name of Applicant (printed): _____ Signature: _____ Date: _____

To be completed by City of Madison Engineering Dept.:

APPROVALS	APPROVALS
	Utility Signature of Approval: _____ Date: _____
	Name & Title of Approver: _____
	City of Madison Engineering Dept. Signature of Approval: _____ Date: _____
	Name & Title of Approver: _____
	SURETY REQUIRED Yes ☐ No ☐ Certified Check Received: _____ Bond Received: _____ Amount: \$ _____ Date: _____

ID: _____



CITY OF MADISON
ENGINEERING DEPARTMENT
 100 HUGHES ROAD
 MADISON, AL 35758
 WWW.MADISONAL.GOV

APPLICATION FOR ROAD OR LANE CLOSURE

INSTRUCTIONS

This application must be completed by the contractor or organization performing the closure and emailed to engineering@madisonal.gov at least 3 business days prior to the requested closure with the construction drawings or event's temporary traffic control drawings.

All requests should include site specific traffic control drawings that show the locations of traffic control devices, required signage, and the areas of the work, closure, and equipment parking.

Detour plans will be required for complete road closures. This must include a detailed drawing indicating type and placement of detour signage per MUTCD guidelines. All signage shall be in place and bagged 1 day prior to the closure request.

PROJECT INFORMATION

Event or Project Title: _____

Organization or Contractor: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Date(s) of Closure: _____

Reason for Closure: _____

Direction (N,S,E,W): _____

Location: _____

Nearest Cross Street: _____

Type of Closure (circle one): Left Lane Right Lane Entire Road

CITY OF MADISON ENGINEERING DEPT. USE

Date Received: _____ Reviewed By: _____ Date Approved: _____ ID: _____

Notes:

ORDINANCE NO. 2025-315

**AN ORDINANCE AUTHORIZING THE WATER AND WASTEWATER BOARD OF THE
CITY OF MADISON TO DISPOSE OF ITS INTEREST IN
CERTAIN REAL PROPERTY TO THE NORTH ALABAMA GAS DISTRICT**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "MU") proposes to dispose of an interest in certain real property, described in the attached MU Resolution No. WWB-129- 25, to the North Alabama Gas District, a public utility corporation in the State of Alabama; and

WHEREAS, MU seeks the consent of the City of Madison to the proposed disposition of a non-exclusive interest in said property, in accordance with *Ala. Code* § 11-50-314; and

WHEREAS, the City Council has determined that the above-described easement interest in property is no longer needed for MU's public or municipal purposes;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that the Council does hereby give consent to the proposed disposition of MU's non-exclusive easement interest in the described property to the North Alabama Gas District, as proposed by MU.

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

John Seifert, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____ 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. WWB-129-2025

A RESOLUTION TO GRANT AN EASEMENT OVER, UNDER AND ALONG PROPERTY OWNED BY THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON TO FACILITATE PROJECT OF THE CITY OF MADISON

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter "MU"), is the owner of certain property located in the Section 1, Township 4 South, Range 3 West in Limestone County, Alabama (hereinafter, the "Subject Property"); and

WHEREAS, the City of Madison has requested that MU convey a utility easement over, under, and along its property to the North Alabama Gas District (the "District") to facilitate construction of a Roundabout at the intersection of Burgreen Road and Huntsville-Browns Ferry Road, which easement as needed by the District will not interfere with MU's use of the Subject Property and is not needed for MU's operations; and

WHEREAS, the utility easement requested contains approximately 0.01 acre, more particularly described as follows:

A section of Permanent Utility Easement being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770;

thence S 71°12' 38" E a distance of 15.32 feet to a point said point being the Point of Beginning (said point offset 38.80' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+72.05);

thence S 60°54'51" E a distance of 30.90 feet to a point (said point offset 53.86' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+99.04);

thence S 89°57'43" E a distance of 27.80 feet to a point (said point offset 53.91' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+26.84);

thence N 60°54'51" W a distance of 30.90 feet to a point (said point offset 38.85' RT and perpendicular to the centerline of Huntsville Brownsferry Road station 73+99.86);

thence N 89°57'43" W a distance of 27.80 feet to the Point of Beginning, containing 0.01 acres, more or less.

; and

WHEREAS, MU has no water, sewer, or other utility infrastructure within the referenced portion of MU's property and granting the requested easement will not interfere with MU's anticipated use of the Subject Property; and MU does not need to retain the non-exclusive utility easement interest in the Subject Property to be conveyed as requested, for any other public purpose; and

WHEREAS, it is the desire and intent of MU to declare its interest in the referenced non-exclusive utility easement over, under and along the Subject Property to be surplus and to authorize the Chairman of the Board to execute an easement deed to the District.

NOW, THEREFORE, BE IT RESOLVED by the Water and Wastewater Board of the City of Madison, sitting in regular session on this the 6th day of October, 2025, that it declares that the referenced utility easement, described above and on the attached non-exclusive utility easement deed, is not needed for its public purposes and, subject to the consent of the Madison City Council, the Chairman of the Board is hereby directed to execute the attached non-exclusive utility easement deed in favor of the District.

BE IT FURTHER RESOLVED that the Chairman of the Board shall ask the City Council to give its consent to this disposition of property, in accordance with *Ala. Code* § 11-50-314, at its next regularly scheduled meeting.

READ, PASSED, AND ADOPTED THIS 6th DAY OF October, 2025.



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

ATTEST:



Emory DeBord, Secretary-Treasurer

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

STATE OF ALABAMA §

§ PERMANENT UTILITY EASEMENT

COUNTY OF LIMESTONE § *No title search requested and none prepared.*

KNOW ALL MEN BY THESE PRESENTS: That the **WATER & WASTEWATER BOARD OF THE CITY OF MADISON**, a public utility corporation in the State of Alabama, doing business as **MADISON UTILITIES** (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the **NORTH ALABAMA GAS DISTRICT**, a public utility corporation in the State of Alabama (hereinafter referred to as "Grantee"), and unto its successors and assigns, a permanent utility easement through, over, and under the following described lands of Grantor:

A SECTION OF PERMANENT UTILITY EASEMENT BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE FROM THE CAPPED REBAR SET SAID POINT BEING THE POINT OF COMMENCEMENT (SAID POINT HAVING THE COORDINATES OF N: 1721130.731, E: 2179674.770); THENCE S 71°12' 38" E A DISTANCE OF 15.32 FEET TO A POINT SAID POINT BEING THE POINT OF BEGINNING (SAID POINT OFFSET 38.80' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD AT APPROXIMATE STATION 73+72.05); THENCE S 60°54'51" E A DISTANCE OF 30.90 FEET TO A POINT (SAID POINT OFFSET 53.86' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD AT APPROXIMATE STATION 73+99.04); THENCE S 89°57'43" E A DISTANCE OF 27.80 FEET TO A POINT (SAID POINT OFFSET 53.91' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD AT APPROXIMATE STATION 73+26.84); THENCE N 60°54'51" W A DISTANCE OF 30.90 FEET TO A POINT (SAID POINT OFFSET 38.85' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD STATION 73+99.86); THENCE N 89°57'43" W A DISTANCE OF 27.80 FEET TO THE

POINT OF BEGINNING, CONTAINING 0.01 ACRES, MORE OR LESS.

For the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of electricity, water, gas, and any and all utilities together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to maintain said permanent utility easement granted clear of trees, undergrowth and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TOGETHER with the right of ingress or egress along said easements, with all the rights and privileges necessary or convenient for the temporary use thereof during the period of construction of the utility project, with the right to temporarily place dirt, construction equipment and other construction material on said easements.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of entry and re-entry from time to time as occasion may require for the use of the easements hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the _____ day of _____, 2025.

**THE WATER AND WASTEWATER
BOARD OF THE CITY OF MADISON,
ALABAMA**, a public utility corporation
with the State of Alabama

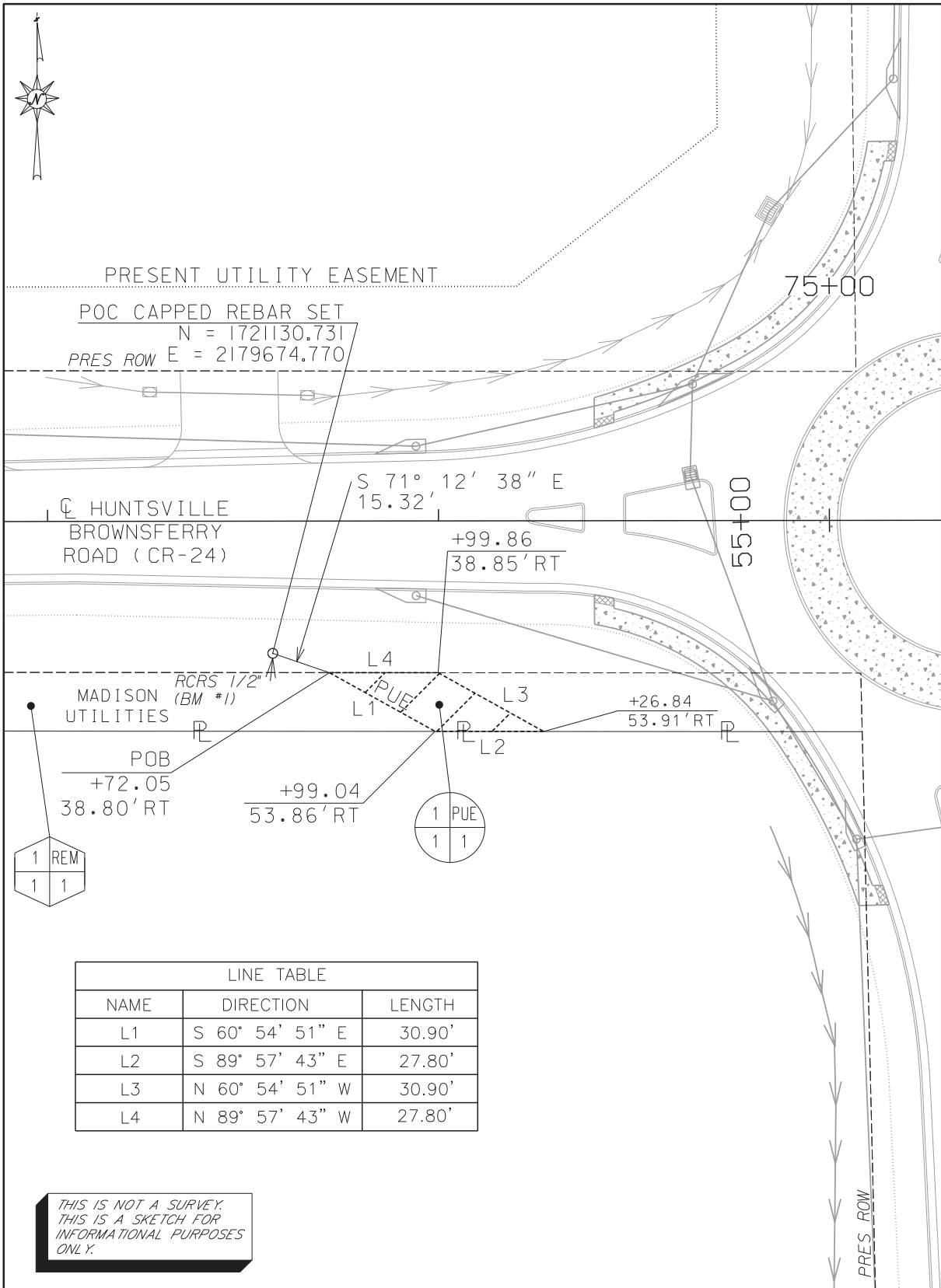
By: _____
Terris Tatum, Chairman
Water and Wastewater Board of the City
of Madison, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **Terris Tatum**, whose name as Chairman of THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, ALABAMA, a public utility corporation within the State of Alabama, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Chairman, and with full authority, executed the same voluntarily for and as the act of said public utility.

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

Notary Public _____
My commission expires



LINE TABLE		
NAME	DIRECTION	LENGTH
L1	S 60° 54' 51" E	30.90'
L2	S 89° 57' 43" E	27.80'
L3	N 60° 54' 51" W	30.90'
L4	N 89° 57' 43" W	27.80'

THIS IS NOT A SURVEY.
THIS IS A SKETCH FOR
INFORMATIONAL PURPOSES
ONLY.

CITY OF MADISON	
*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS	
PROJECT NO: 22-036	* ORIGINAL ACREAGE: 0.09 AC±
TRACT NUMBER: 1	P.U.E. REQUIRED: 0.01 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.00 AC±
OWNER: MADISON UTILITIES	REMAINING ACRES: 0.08 AC±
SCALE: 1" = 30'	DATE: 06-10-2025
SHEET 1 OF 1	REVISED:

ORDINANCE NO. 2025-316

**AN ORDINANCE AUTHORIZING THE WATER AND WASTEWATER BOARD OF
THE CITY OF MADISON TO DISPOSE OF ITS INTEREST IN CERTAIN REAL
PROPERTY TO THE LIMESTONE COUNTY WATER AND SEWER AUTHORITY**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "MU") proposes to dispose of an interest in certain real property, described in the attached MU Resolution No. WWB-128- 25, to the Limestone County Water and Sewer Authority; and

WHEREAS, MU seeks the consent of the City of Madison to the proposed disposition of a non-exclusive interest in said property, in accordance with *Ala. Code* § 11-50-314; and

WHEREAS, the City Council has determined that the above-described easement interest in the property is no longer needed for MU's public or municipal purposes.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that the Council does hereby give consent to the proposed disposition of MU's non-exclusive easement interest in the described property to the Limestone County Water and Sewer Authority, as proposed by MU.

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

John Seifert, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. WWB-128-2025

A RESOLUTION TO GRANT AN EASEMENT OVER, UNDER AND ALONG PROPERTY OWNED BY THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON TO FACILITATE PROJECT OF THE CITY OF MADISON

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter "MU"), is the owner of certain property located in the Section 1, Township 4 South, Range 3 West in Limestone County, Alabama (hereinafter, the "Subject Property"); and

WHEREAS, the City of Madison has requested that MU convey a utility easement over, under, and along its property to the Limestone County Water and Sewer Authority (the "Authority") to facilitate construction of a Roundabout at the intersection of Burgreen Road and Huntsville-Browns Ferry Road, which easement as needed by the Authority will not interfere with MU's use of the Subject Property and is not needed for MU's operations; and

WHEREAS, the utility easement requested contains approximately 0.01 acre, more particularly described as follows:

A section of Permanent Utility Easement being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:
Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770;

thence S 83°19' 25" E a distance of 42.59 feet to a point said point being the Point of Beginning (said point offset 38.85' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+99.86);

thence S 60°54'51" E a distance of 30.90 feet to a point (said point offset 53.91' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 74+26.84);

thence S 89°57'43" E a distance of 26.77 feet to a point (said point offset 53.97' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 74+53.62);

thence N 60°54'51" W a distance of 30.90 feet to a point (said point offset 38.91' RT and perpendicular to the centerline of Huntsville Brownsferry Road station 74+26.63);

thence N 89°57'43" W a distance of 26.77 feet to the Point of Beginning, containing 0.01 acres, more or less.

; and

WHEREAS, MU has no water, sewer, or other utility infrastructure within the referenced portion of MU's property and granting the requested easement will not interfere with MU's anticipated use of the Subject Property; and MU does not need to retain the non-exclusive utility easement interest in the Subject Property to be conveyed as requested, for any other public purpose; and

WHEREAS, it is the desire and intent of MU to declare its interest in the referenced non-exclusive utility easement over, under and along the Subject Property to be surplus and to authorize the Chairman of the Board to execute an easement deed to the Limestone County Water and Sewer Authority.

NOW, THEREFORE, BE IT RESOLVED by the Water and Wastewater Board of the City of Madison, sitting in regular session on this the 6th day of October, 2025, that it declares that the referenced utility easement, described above and on the attached non-exclusive utility easement deed, is not needed for its public purposes and, subject to the consent of the Madison City Council, the Chairman of the Board is hereby directed to execute the attached non-exclusive utility easement deed in favor of the Limestone County Water and Sewer Authority.

BE IT FURTHER RESOLVED that the Chairman of the Board shall ask the City Council to give its consent to this disposition of property, in accordance with *Ala. Code* § 11-50-314, at its next regularly scheduled meeting.

READ, PASSED, AND ADOPTED THIS 6th DAY OF October, 2025.



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

ATTEST:



Emory DeBord, Secretary-Treasurer

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

STATE OF ALABAMA §
 § PERMANENT UTILITY EASEMENT
COUNTY OF LIMESTONE § *No title search requested and none prepared.*

KNOW ALL MEN BY THESE PRESENTS: That the **WATER & WASTEWATER BOARD OF THE CITY OF MADISON**, a public utility corporation in the State of Alabama, doing business as **MADISON UTILITIES** (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the **LIMESTONE COUNTY WATER AND SEWER AUTHORITY**, a public utility corporation in the State of Alabama (hereinafter referred to as "Grantee"), and unto its successors and assigns, a permanent utility easement through, over, and under the following described lands of Grantor:

A SECTION OF PERMANENT UTILITY EASEMENT BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE FROM THE CAPPED REBAR SET SAID POINT BEING THE POINT OF COMMENCEMENT (SAID POINT HAVING THE COORDINATES OF N: 1721130.731, E: 2179674.770; THENCE S 83°19' 25" E A DISTANCE OF 42.59 FEET TO A POINT SAID POINT BEING THE POINT OF BEGINNING (SAID POINT OFFSET 38.85' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD AT APPROXIMATE STATION 73+99.86); THENCE S 60°54'51" E A DISTANCE OF 30.90 FEET TO A POINT (SAID POINT OFFSET 53.91' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD AT APPROXIMATE STATION 74+26.84); THENCE S 89°57'43" E A DISTANCE OF 26.77 FEET TO A POINT (SAID POINT OFFSET 53.97' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD AT APPROXIMATE STATION 74+53.62); THENCE N 60°54'51" W A DISTANCE OF 30.90 FEET TO A POINT (SAID POINT OFFSET 38.91' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD STATION 74+26.63); THENCE N 89°57'43" W A DISTANCE OF 26.77 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES, MORE OR LESS.

For the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of electricity, water, gas, and any and all utilities together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to maintain said permanent utility easement granted clear of trees, undergrowth and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TOGETHER with the right of ingress or egress along said easements, with all the rights and privileges necessary or convenient for the temporary use thereof during the period of construction of the utility project, with the right to temporarily place dirt, construction equipment and other construction material on said easements.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of entry and re-entry from time to time as occasion may require for the use of the easements hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the _____ day of _____, 2025.

**THE WATER AND WASTEWATER
BOARD OF THE CITY OF MADISON,
ALABAMA**, a public utility corporation
with the State of Alabama

By: _____
Terris Tatum, Chairman
Water and Wastewater Board of the City
of Madison, Alabama

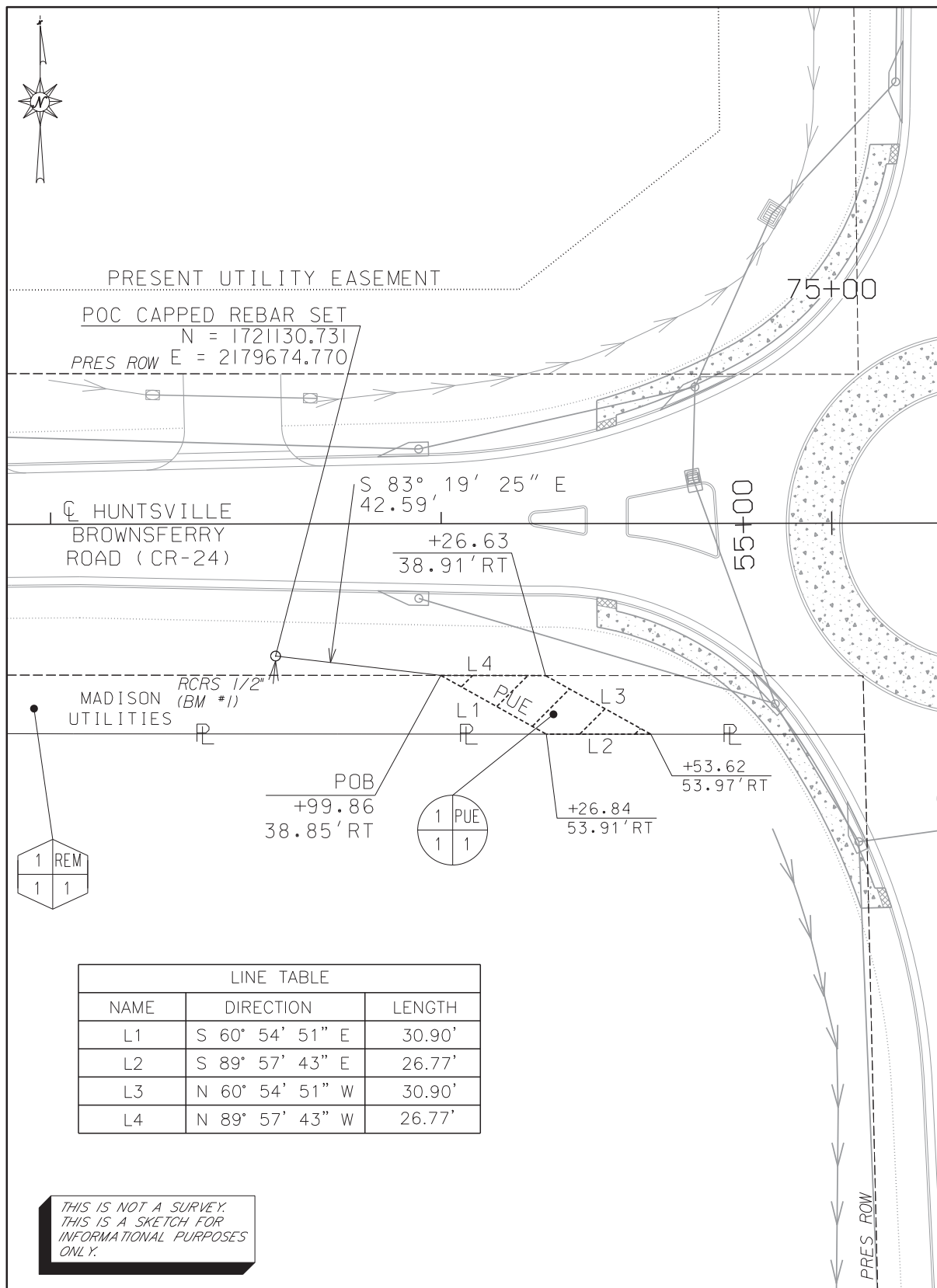
STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **Terris Tatum**, whose name as Chairman of THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, ALABAMA, a public utility corporation within the State of Alabama, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Chairman, and with full authority, executed the same voluntarily for and as the act of said public utility.

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

Notary Public _____

My commission expires:



CITY OF MADISON

*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036

TRACT NUMBER: 1

COUNTY: MADISON COUNTY

OWNER: MADISON UTILITIES

SCALE: 1" = 30'

DATE: 06-10-2025

REVISED:

SHEET 1 OF 1

* ORIGINAL ACREAGE: 0.09 AC±

P.U.E. REQUIRED: 0.01 AC±

R.O.W. REQUIRED: 0.00 AC±

REMAINING ACRES: 0.50 AC±

ORDINANCE NO. 2025-267**AN ORDINANCE ESTABLISHING AN
ARTS & ENTERTAINMENT DISTRICT IN DOWNTOWN MADISON**

WHEREAS, Section 28-3A-17.1 of the Code of Alabama (1975), as amended, provides for the establishment of entertainment districts in certain municipalities; and

WHEREAS, Section 28-3A-17.1(e) provides that the governing body of a Class 8 municipality which is located in a county with a Class 3 municipality may establish two entertainment districts within its corporate limits that may not have fewer than four licensees holding a retail liquor license in that area, and each district may not exceed one-half mile by one-half mile in area, but may be irregularly shaped; and

WHEREAS, the City of Madison is a Class 8 municipality located within a county with a Class 3 municipality, and it currently has one entertainment district; and

WHEREAS, the City Council of the City of Madison desires to establish a second entertainment district in the City of Madison in the historic downtown area, which has not fewer than four licensees holding retail liquor licenses within a one-half mile by one-half mile area as further described in this Ordinance;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, as follows:

Section 1. Chapter 4, Article V of the *Code of Ordinances of the City of Madison* is hereby amended as follows:

- a. Section 4-121 entitled “Definitions” is hereby amended to repeal and replace the definition of “*Arts and entertainment district or district*” as follows:

Arts and entertainment district or district means the district(s) established hereinafter in section 4-123 of this article, as such district(s) may be from time to time amended.

- b. Section 4-123 establishing the Town Madison Arts and Entertainment District is hereby amended as follows:
 - a. The title of Section 4-123 is hereby repealed and replaced as follows: “Sec. 4-123. Locations of City of Madison Entertainment Districts.”
 - b. Section 4-123(a) is hereby divided into subsections (1) and (2) as follows:
 - i. Section 4-123(a) establishing the Town Madison Arts and Entertainment District is hereby ratified, confirmed, and renamed as Section 4-123(a)(1) entitled “*Town Madison Arts and Entertainment District.*”
 - ii. A new Section 4-123(a)(2) is hereby authorized to establish the Downtown Madison Arts and Entertainment District. The new section 4-123(a)(2) shall be inserted into the Madison City Code as follows:

(2) *Downtown Madison Arts and Entertainment District.* Subject to subsections (b) and (c) of this section, there is hereby established the following named and generally described district, the Downtown Madison Arts and Entertainment District, which is also shown on the appended map incorporated herein by reference, which district shall constitute an entertainment district pursuant to Code of Ala. 1975, §28-3A-17.1:

ALL THAT PART OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, IN THE CITY OF MADISON, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF HOME-PLACE SUBDIVISION, A RESUBDIVISION OF PART OF TRACT 3B OF HUGHES ESTATES AS RECORDED IN PLAT BOOK 15 ON PAGE 6 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF “THE AVENUE – MADISON” AS RECORDED IN DOCUMENT NUMBER 2021-00018695 IN SAID PROBATE RECORDS, SAID POINT BEING ON THE EAST MARGIN OF THE RIGHT OF WAY FOR SULLIVAN STREET, SAID POINT HAVING STATE PLANE COORDINATES OF NORTH 1,525,361.17 FEET AND EAST 380,202.19 FEET, ALABAMA EAST ZONE, NAD 1983;

THENCE, FROM THE POINT OF BEGINNING, ALONG THE BOUNDARIES OF SAID SUBDIVISIONS, NORTH 82 DEGREES 28 MINUTES 36 SECONDS EAST 881.22 FEET TO THE WEST MARGIN OF GARNER STREET; THENCE SOUTH 87 DEGREES 46 MINUTES 00 SECONDS EAST 72.09 FEET TO THE EAST MARGIN OF GARNER STREET; THENCE, ALONG THE EAST MARGIN OF GARNER STREET, NORTH 02 DEGREES 15 MINUTES 25 SECONDS EAST 242.17 FEET; THENCE, ALONG

A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, THE CHORD BEARING AND DISTANCE BEING NORTH 50 DEGREES 09 MINUTES 36 SECONDS EAST 37.10 FEET TO A THE SOUTH MARGIN OF SHORTER STREET; THENCE, ALONG SAID MARGIN, SOUTH 81 DEGREES 56 MINUTES 06 SECONDS EAST 44.88 FEET; THENCE, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 530.00 FEET, THE CHORD BEARING AND DISTANCE BEING SOUTH 83 DEGREES 39 MINUTES 44 SECONDS EAST 31.95 FEET; THENCE SOUTH 85 DEGREES 23 MINUTES 22 SECONDS EAST 379.87 FEET; THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 470.00 FEET, THE CHORD BEARING AND DISTANCE BEING SOUTH 82 DEGREES 14 MINUTES 39 SECONDS EAST 51.58 FEET; THENCE SOUTH 79 DEGREES 05 MINUTES 55 SECONDS EAST 119.67 FEET; THENCE, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 530.00 FEET, THE CHORD BEARING AND DISTANCE BEING SOUTH 83 DEGREES 23 MINUTES 22 SECONDS EAST 79.31 FEET; THENCE SOUTH 87 DEGREES 40 MINUTES 50 SECONDS EAST 291.49 FEET TO THE CENTERLINE OF CELTIC DRIVE; THENCE, ALONG SAID CENTERLINE, NORTH 02 DEGREES 21 MINUTES 04 SECONDS EAST 772.65 FEET TO THE NORTH MARGIN OF LANIER ROAD; THENCE, ALONG SAID MARGIN, NORTH 87 DEGREES 45 MINUTES 11 SECONDS WEST 405.73 FEET TO THE EAST MARGIN OF CAIN STREET; THENCE, ALONG SAID MARGIN, NORTH 02 DEGREES 33 MINUTES 16 SECONDS EAST 254.85 FEET TO A POINT WHERE THE RIGHT OF WAY NARROWS FROM 50 FEET TO 24 FEET; THENCE NORTH 87 DEGREES 26 MINUTES 44 SECONDS WEST 26.00 FEET TO THE EAST MARGIN OF CAIN STREET; THENCE, ALONG SAID MARGIN, NORTH 02 DEGREES 33 MINUTES 16 SECONDS EAST 243.62 FEET TO THE SOUTH MARGIN OF MARTIN STREET; THENCE, ALONG SAID MARGIN, NORTH 70 DEGREES 42 MINUTES 50 SECONDS EAST 196.90 FEET; THENCE, ACROSS MARTIN STREET, ACROSS THE LANIER PROPERTY, INTO THE RIGHT OF WAY FOR THE SOUTHERN RAILWAY COMPANY, NORTH 19 DEGREES 24 MINUTES 15 SECONDS WEST 309.64 FEET; THENCE, ALONG A LINE 50 FEET SOUTH OF AND PARALLEL TO THE RAILROAD TRACKS, SOUTH 70 DEGREES 35 MINUTES 45 SECONDS WEST 906.03 FEET TO A POINT NEAR CHURCH STREET; THENCE NORTH 30 DEGREES 37 MINUTES 07 SECONDS EAST 75.88 FEET; THENCE NORTH 09 DEGREES 04 MINUTES 58 SECONDS EAST 58.31 FEET; THENCE, ALONG A LINE 50 FEET NORTH OF AND PARALLEL TO THE RAILROAD TRACKS, NORTH 70 DEGREES 35 MINUTES 45 SECONDS EAST 507.53 FEET; THENCE, LEAVING SAID RAILROAD, NORTH 00 DEGREES 12 MINUTES 54 SECONDS WEST 207.03 FEET TO THE NORTHWEST CORNER OF THE

STEWART PROPERTY; THENCE SOUTH 72 DEGREES 59 MINUTES 14 SECONDS WEST 270.76 FEET TO THE EAST BOUNDARY OF THE NORTH ALABAMA GAS DISTRICT PROPERTY; THENCE NORTH 01 DEGREES 46 MINUTES 32 SECONDS EAST 72.28 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 85 DEGREES 13 MINUTES 25 SECONDS WEST 213.56 FEET TO THE WEST SIDE OF THE SIDEWALK ALONG CHURCH STREET; THENCE, ALONG SAID SIDEWALK, SOUTH 01 DEGREES 55 MINUTES 33 SECONDS WEST 43.22 FEET; THENCE, ACROSS CHURCH STREET, SOUTH 88 DEGREES 51 MINUTES 49 SECONDS WEST 131.63 FEET TO THE EAST BOUNDARY OF THE VAUGHN PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2014-52890 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE, ALONG VAUGHN'S BOUNDARIES, SOUTH 00 DEGREES 49 MINUTES 23 SECONDS EAST 168.53 FEET AND SOUTH 18 DEGREES 09 MINUTES 21 SECONDS EAST 106.86 FEET TO A POINT NEAR FRONT STREET INSIDE THE RAILROAD RIGHT OF WAY; THENCE, ALONG A LINE NORTH OF FRONT STREET, INSIDE THE RAILROAD RIGHT OF WAY, SOUTH 69 DEGREES 42 MINUTES 04 SECONDS WEST 151.10 FEET, SOUTH 65 DEGREES 48 MINUTES 17 SECONDS WEST 92.28 FEET, SOUTH 64 DEGREES 37 MINUTES 15 SECONDS WEST 281.48 FEET, SOUTH 66 DEGREES 49 MINUTES 24 SECONDS WEST 131.39 FEET, AND SOUTH 68 DEGREES 33 MINUTES 06 SECONDS WEST 181.90 FEET TO A POINT ON THE WEST EDGE OF THE SIDEWALK THAT RUNS ALONG THE EAST SIDE OF SULLIVAN STREET; THENCE, ALONG THE WEST SIDE OF SAID SIDEWALK, INSIDE THE RIGHT OF WAY FOR SULLIVAN STREET, SOUTH 03 DEGREES 55 MINUTES 59 SECONDS WEST 85.31 FEET, SOUTH 00 DEGREES 36 MINUTES 18 SECONDS WEST 196.37 FEET, SOUTH 01 DEGREES 23 MINUTES 15 SECONDS WEST 92.60 FEET, SOUTH 02 DEGREES 07 MINUTES 26 SECONDS WEST 122.02 FEET, SOUTH 02 DEGREES 05 MINUTES 03 SECONDS WEST 219.76 FEET, SOUTH 04 DEGREES 25 MINUTES 00 SECONDS WEST 48.77 FEET, SOUTH 02 DEGREES 02 MINUTES 47 SECONDS WEST 593.97 FEET, AND SOUTH 06 DEGREES 52 MINUTES 44 SECONDS EAST 140.00 FEET; THENCE, LEAVING SAID SIDEWALK, NORTH 82 DEGREES 28 MINUTES 36 SECONDS EAST 14.24 FEET TO THE POINT OF BEGINNING, CONTAINING 68.503 ACRES, MORE OR LESS.



Section 2. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

Section 3. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 4. That this ordinance shall become effective thirty (30) days after its adoption and proper publication as required by law.

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

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

ATTEST:

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

APPROVED this ____ day of _____, 2025.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2025-289

AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT LOCATED WITHIN TRACT 1 OF TALL OAKS SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of the **Church of Jesus Christ of Latter-Day Saints** requesting the vacation of a portion of utility & drainage easement located within Tract 1 of Tall Oaks Subdivision and further described as follows:

BEING A PORTION OF TRACT 1 ACCORDING TO THE CERTIFIED PLAT OF TALL OAKS SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 19, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH CAPPED REBAR "GILBERT 0319" LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GILLESPIE ROAD AND BEING THE NORTHEAST CORNER OF SAID TRACT 1; THENCE SOUTH 0 DEGREES 54 MINUTES 40 SECONDS WEST (LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE) ALONG THE EASTERLY LINE OF SAID TRACT 1 A DISTANCE OF 439.37 FEET TO A 5/8 INCH REBAR; THENCE NORTH 88 DEGREES 20 MINUTES 38 SECONDS WEST (LEAVING SAID EASTERLY LINE) A DISTANCE OF 1347.40 FEET TO A 1/2 INCH REBAR CAPPED "HSM CA#1031"; THENCE SOUTH 2 DEGREES 36 MINUTES 24 SECONDS WEST A DISTANCE OF 543.46 FEET TO A 1/2 INCH REBAR LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BROWNS FERRY ROAD; THENCE NORTH 45 DEGREES 54 MINUTES 39 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 52.45 FEET; THENCE NORTH 2 DEGREES 36 MINUTES 24 SECONDS EAST (LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE) A DISTANCE OF 26.70 FEET TO THE POINT OF BEGINNING OF A TRACT OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND TERMINATING ON THE NORTH BY THE SOUTHERLY RIGHT-OF-WAY LINE OF GILLESPIE ROAD AND TERMINATING ON THE SOUTH BY THE NORTHERLY LIMITS OF A 20-FOOT UTILITY AND DRAINAGE EASEMENT AS DEPICTED ON SAID TALLS OAKS SUBDIVISION ; THENCE RUN NORTH 2 DEGREES 36 MINUTES 24 SECONDS EAST A DISTANCE OF 835.46 FEET TO THE POINT OF ENDING. CONTAINING 16,711 SQUARE FEET OR 0.38 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 the **Church of Jesus Christ of Latter-Day Saints** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Paul Finley, Mayor
City of Madison, Alabama

- NOTES:
- Owner: The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, by virtue of that certain General Warranty Deed from Mark Anthony Richardson filed 7/3/2024, in Deed Book 2024, Page 22132 in the Office of the Judge of Probate of Madison County, Alabama.
 - The bearing base for this survey is based on Alabama East Zone State Plane Coordinate System of 1983 (NAD83), as determined by redundant RTK GPS observations. The linear error of precision of this plat does not exceed 1:10,000.
 - This subdivision contains 2 lots totaling 959,260 square feet, or 22.03 acres, more or less.
 - The smallest lot is Lot 1 containing 477,700 square feet or 10.97 acres, more or less.
 - All new utilities to be installed must be underground.
 - In the event of future construction and adverse conditions are uncovered, the City Engineer may require modifications to the extent necessary to assure compliance with the City's Construction Specifications Manual and Stormwater Management Plan.
 - Subject property is zoned R-3 High Density Residential District and AG.
 - Subject property is situated in a portion of Section 6, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama.
 - Property as shown hereon is subject to the recorded plat of Tall Oaks Subdivision, as recorded in PB: 19, Pg. 22 in the Office of the Judge of Probate of Madison County, Alabama.
 - This subdivision contains no public streets.
 - There is a 15 foot public utility and drainage easement along all street right-of-ways, unless otherwise shown.
 - There is a 5 foot public utility and drainage easement around the perimeter of each lot unless otherwise shown.
 - All drainage ditches are to be centered on the property lines unless shown otherwise.
 - All lots shall be graded so that run-off will be directed to the street or to drainage ways in a dedicated easement.
 - Setbacks are governed by the latest edition of the City of Madison Zoning Ordinance.
 - Field data was collected using robotic total station, RTK GPS, and base and rover GPS.
 - The adjoining owner information as shown hereon was taken from the Madison County Tax Assessor's Office. This information is deemed reliable, but is not warranted or guaranteed.

CITY OF MADISON REQUIRED NOTES

- Minimum finish floor elevations (MFFE) shall be established for all lots. The MFFE shall meet current building code and engineering department requirements for storm water drainage. Any lot located within a special flood hazard area shall meet the City of Madison flood ordinance requirements for building structures.
- Driveways shall be placed as far away from the intersection as possible and driveway shall not be within the radius of any intersection, does not conflict with intersection sight distance, does not conflict with any utility, and does not conflict with any ADA accessibility structure.
- Any retaining wall to be constructed shall be permitted through the City of Madison Building Department. Any retaining wall with unbalanced fill 48 inches or higher shall be designed by a professional engineer, and stamped design shall be submitted as part of the permit application.
- No part of any hard surface driveway to be allowed in a side yard easement that has existing infrastructure within.
- If applicable: The Conservancy/Wetland Area as shown on the plat and/or construction plans hereby meets the Environmental Protection Agency and the United States Corps of Engineers regulations pertaining to the delineation and mitigation requirements of wetlands. The wetlands are required by law to be left in its natural state. The use and maintenance of the Conservancy/Wetland Area as shown is restricted by law.
- Areas depicted as 1% annual chance floodplain and wetland are covered with a Conservation/Drainage Easement and are to be left in its natural state except for the area already disturbed by the 20' wide permanent sanitary sewer easement (DB: 753, PG:120). The 1% annual chance floodplain is defined as the area that lies within Zone AE and AE (Regulated Floodway) according to the Flood Insurance Rate Map published by the Federal Emergency Management Agency for the City of Madison, Alabama (Community Pane 010308) Madison County, Alabama (Community Panel 010151), Map Number 01089C0281G, map revised date August 16, 2018. The use and maintenance of the conservation/drainage easement as shown is restricted by law and will require additional permitting from federal, state, and local authorities.

LEGEND

U&D	UTILITY AND DRAINAGE		
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT		
M.B.L.	MINIMUM BUILDING LINE		
R.O.W.	RIGHT OF WAY		
SC	SECTIONALIZING CABINET		
FES	FLARED END SECTION		
CMP	CORRUGATED METAL PIPE		
RCP	REINFORCED CONCRETE PIPE		
SPH	SLOPED PAVED HEADWALL		
DI	DUCTILE IRON PIPE		
V	VAULT		
UC	UTILITY CABINET		
(R)	RECORDED		
F	FOUND		
DB	DEED BOOK		
PB	PLAT BOOK		
Pg	PAGE		
SEC	SECTION		
TSP	TOWNSHIP		
R	RANGE		
N	NORTH		
S	SOUTH		
W	WEST		
E	EAST		
●	FOUND CORNER MONUMENT (AS NOTED)		
●	SET 1/2" CAPPED "HSM CA#1031" REBAR		
MU	MADISON UTILITIES		
NAGD	NORTH ALABAMA GAS DISTRICT		
HSVU	HUNTSVILLE UTILITIES		
(Dx1)	1 4" CONDUIT POSSIBLE UTILITY STUB		
HSM	1/2" REBAR CAPPED "HSM CA#1031"		
□	FOUND 6"x6" CONCRETE MONUMENT (AS NOTED)		
~	FEMA CROSS-SECTION WITH 1% ANNUAL CHANCE		
~	FEMA BASE FLOOD ELEVATION (BFE)		
	GAS VALVE		
	CLEAN OUT		
	FIRE HYDRANT		
	WATER VALVE		
	WATER METER		
	FIRE DEPT CONNECTION		
	LIGHT POLE		
	UTILITY POLE		
	GUY ANCHOR		
	POWER METER		
	ELECTRIC BOX		
	TELEPHONE PEDESTAL		
	COMMUNICATION PEDISTAL		
	TRANSFORMER CABINET		
	HAND HOLE		
	COMMUNICATION MANHOLE		
	GRATE INLET		
	STORM MANHOLE		
	SANITARY MANHOLE		
	STORM SEWER		
	SANITARY SEWER		
	UNDERGROUND POWER		
	OVERHEAD UTILITIES		
	UNDERGROUND COMM		
	UNDERGROUND GAS		
	UNDERGROUND WATER		
	REGULATORY FLOODWAY		
	ZONE AE		
	ZONE X (SHADED)		

Surveyor's Certificate:

I hereby further state that all parts of this survey and drawing have been completed in accordance with the requirements of the standards of practice for land surveying in the State of Alabama to the best of my knowledge information and belief and that the accuracy of the measurements have been substantiated by the computation of a closed field traverse and the relative error of the closure was not greater than 1:10,000.

Surveyor's Signature:

Surveyor of Record
Charles Troy Halliburton, P.L.S.
Alabama License No.: 29981 Date: 08/12/2025



FLOOD ZONING:
I HEREBY CERTIFY THAT ACCORDING TO THE FLOOD INSURANCE RATE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR CITY OF MADISON, ALABAMA (COMMUNITY PANEL 010308) MADISON COUNTY, ALABAMA (COMMUNITY PANEL 010151), MAP NUMBER 01089C0281G, MAP REVISED DATE AUGUST 16, 2018, AND MAP NUMBER 01089C0282G, MAP REVISED DATE OCTOBER 2, 2014, THIS SITE LIES WITHIN ZONE X (UNSHADED), ZONE AE, AND ZONE AE (REGULATORY FLOODWAY).

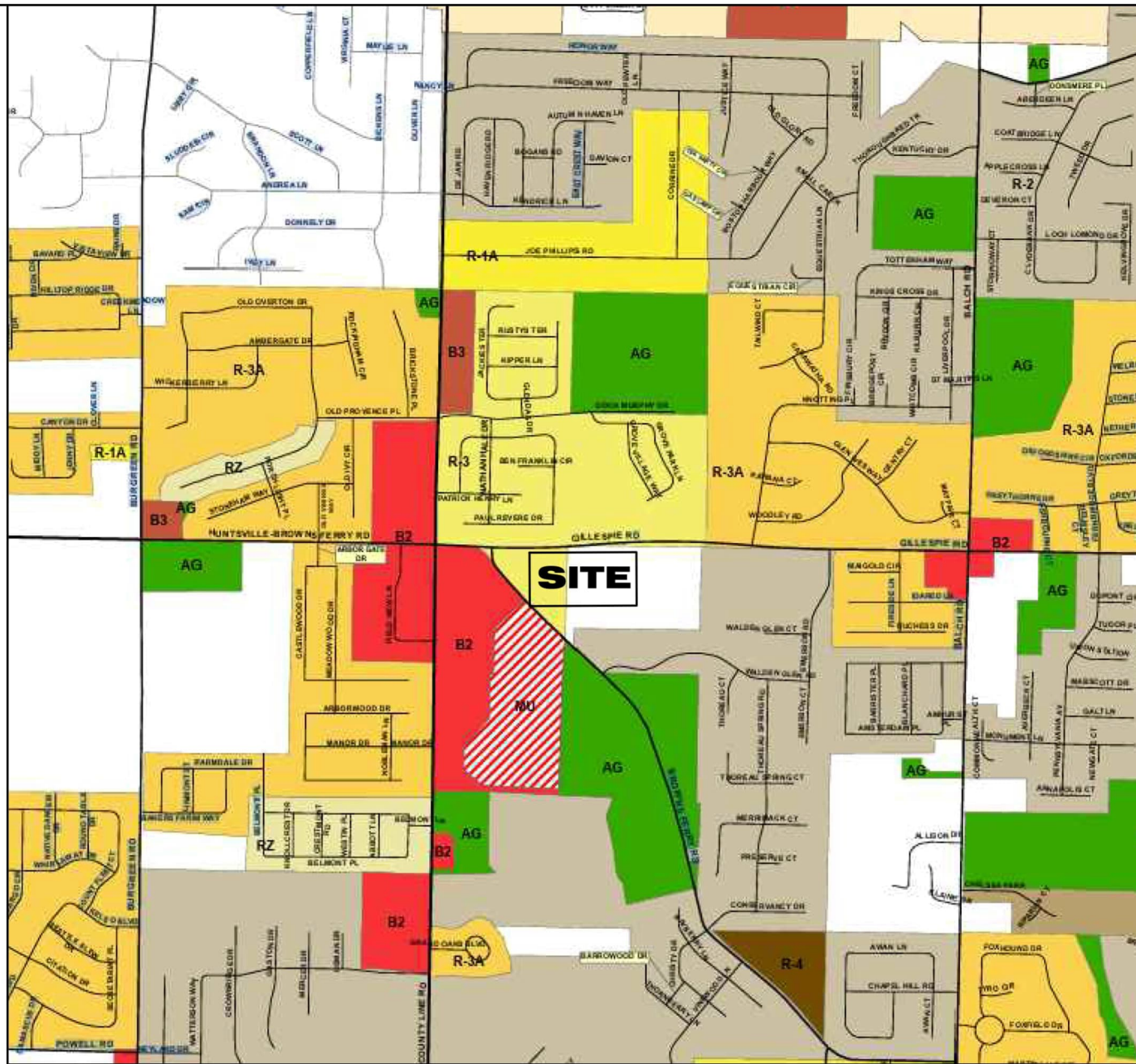
This the 12th day of August, 2025.

Surveyor of Record
Charles Troy Halliburton, PLS
Ala. License No. 29981

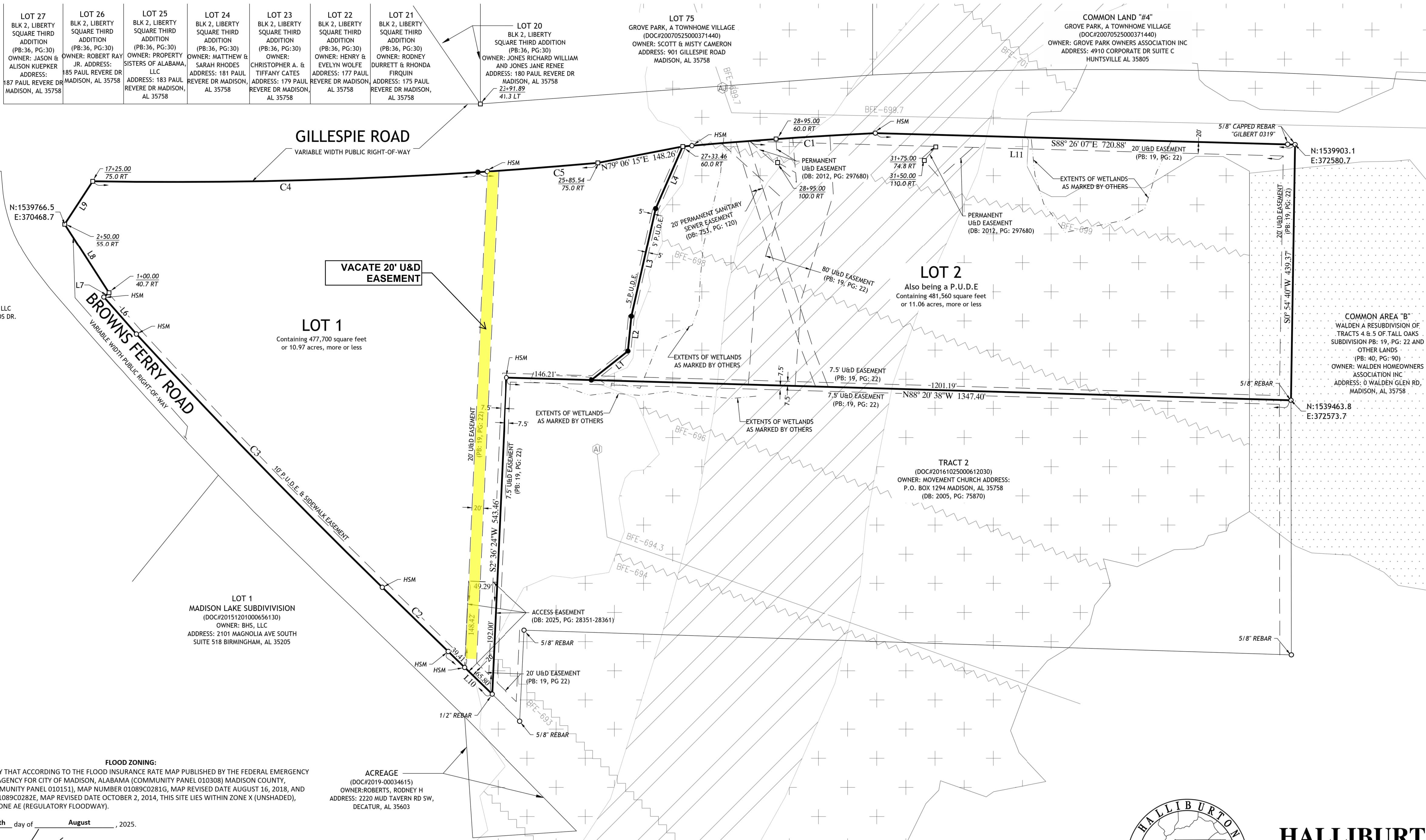
CERTIFIED PLAT
TALL OAKS SUBDIVISION PHASE 2,
A RESUBDIVISION OF TRACT 1 OF TALL OAKS SUBDIVISION
PLAT BOOK 19, PAGE 22 & OTHER LANDS
SHEET 1 OF 2



LINE TABLE		
#	BEARING	DISTANCE
L1	N51° 34' 55"E	80.00'
L2	N5° 42' 02"E	60.00'
L3	N12° 41' 23"E	190.00'
L4	N23° 29' 22"E	116.24'
L6	N41° 18' 23"W	84.54'
L7	N48° 41' 37"E	11.38'
L8	N32° 43' 20"W	140.47'
L9	N33° 04' 19"E	88.13'
L10	N45° 54' 39"W	105.20'
L11	S88° 23' 27"E	916.54'



VICINITY MAP
(NOT TO SCALE)
OFFICIAL ZONING MAP



PLAT BOOK & PAGE



HALLIBURTON
SURVEYING & MAPPING, INC.
PO BOX 18652
HUNTSVILLE, AL 35804
P: 256.947.1452
gohsm.com

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

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

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

*BEING A PORTION OF TRACT 1 ACCORDING TO THE CERTIFIED PLAT OF TALL OAKS SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 19, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A 5/8 INCH CAPPED REBAR “GILBERT 0319” LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GILLESPIE ROAD AND BEING THE NORTHEAST CORNER OF SAID TRACT 1; THENCE SOUTH 0 DEGREES 54 MINUTES 40 SECONDS WEST (LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE) ALONG THE EASTERLY LINE OF SAID TRACT 1 A DISTANCE OF 439.37 FEET TO A 5/8 INCH REBAR; THENCE NORTH 88 DEGREES 20 MINUTES 38 SECONDS WEST (LEAVING SAID EASTERLY LINE) A DISTANCE OF 1347.40 FEET TO A 1/2 INCH REBAR CAPPED “HSM CA#1031”; THENCE SOUTH 2 DEGREES 36 MINUTES 24 SECONDS WEST A DISTANCE OF 543.46 FEET TO A 1/2 INCH REBAR LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BROWNS FERRY ROAD; THENCE NORTH 45 DEGREES 54 MINUTES 39 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 52.45 FEET; THENCE NORTH*

CONTAINING 16,711 SQUARE FEET OR 0.38 ACRES, MORE OR LESS.

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

Attest:

Lisa Thomas
City Clerk-Treasurer

§ 5

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

Notary Public

ORDINANCE NO. 2025-290

AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT LOCATED WITHIN LOTS 7A & 7B OF A RESUBDIVISION OF LOT 7 OF ARLINGTON PARK SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Challenger Defense Solutions, LLC**, requesting the vacation of a portion of utility and drainage easement located within Lots 7A and 7B of a Resubdivision of Lot 7 of Arlington Park Subdivision.

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE VACATED 5 FEET FROM THE WEST BOUNDARY LINE OF LOT 7B AND 5 FEET FROM THE EAST BOUNDARY LINE OF LOT 7A ACCORDING TO THE PLAT OR MAP DESIGNATED AS A RESUBDIVISION OF LOT 7 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 24, PAGES 34 AND 35 OF A RESUBDIVISION OF LOT 3 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 23 PAGE 59 TITLED "RESUBDIVISION OF LOT 3, BLOCK 5, OF ARLINGTON PARK, AS RECORDED IN PLAT BOOK 19, PAGES 8 & 9", AS RECORDED IN PLAT BOOK 26, PAGE 53, ON FILE AND OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7B AND THE NORTHEAST CORNER OF SAID LOT 7A, ARLINGTON PARK SUBDIVISION, SAID CORNER IS LOCATED ON THE SOUTH MARGIN OF A 60 FOOT RIGHT-OF-WAY FOR ROYAL DRIVE, THENCE ALONG SAID SOUTH MARGIN OF A 60 FOOT RIGHT-OF-WAY FOR ROYAL DRIVE, SOUTH 88 DEGREES 31 MINUTES 45 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT, THENCE SOUTH 01 DEGREES 27 MINUTES 33 SECONDS WEST A DISTANCE OF 228.17 FEET TO A POINT, THENCE NORTH 88 DEGREES 31 MINUTES 45 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT, THENCE NORTH 01 DEGREES 27 MINUTES 33 SECONDS EAST A DISTANCE OF 228.17 FEET TO A POINT, THENCE SOUTH 88 DEGREES 31 MINUTES 45 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2281.7 SQUARE FEET MORE OR LESS AND BEING A PART OF LOT 7 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 24, PAGES 34 AND 35 OF A RESUBDIVISION OF LOT 3 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 23 PAGE 59 TITLED "RESUBDIVISION OF LOT 3, BLOCK 5 OF ARLINGTON PARK AS RECORDED IN PLAT BOOK 19, PAGES 8 & 9", AS RECORDED IN PLAT BOOK 26, PAGE 53 ON FILE AND OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SITUATED, LYING AND BEING IN MADISON COUNTY, ALABAMA.

Ordinance 2025-290

Vacation of Easement – Lots 7A & 7B of Arlington Park Subdivision

Page 1 of 2

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 **Challenger Defense Solutions, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

I, Steven D. Hicks, a Registered Land Surveyor, State of Alabama, hereby report that to the best of my knowledge, information and beliefs, the following is a true and correct map or plat of the following described tract of land:

All that part of the Northwest Quarter of Section 20, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, being a 10 foot public utility and drainage easement to be vacated 5 feet from the West Boundary Line of Lot 7B and 5 feet from the East Boundary Line of Lot 7A according to the plat or map designated as a resubdivision of Lot 7 of the certified plat recorded in Plat Book 24, Pages 34 and 35 of a resubdivision of Lot 3 of the certified plat recorded in Plat Book 23 Page 59 Titled "Resubdivision of Lot 3, Block 5, of Arlington Park, as recorded in Plat Book 19, Pages 8 & 9", as recored in Plat Book 26, Page 53, on file and of record in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Beginning at the Northwest corner of said Lot 7B and the Northeast corner of said Lot 7A, Arlington Park Subdivision, said corner is located on the South margin of a 60 foot right-of-way for Royal Drive, thence along said South margin of a 60 foot right-of-way for Royal Drive, South 88 degrees 31 minutes 45 seconds East a distance of 5.00 feet to a point, thence South 01 degrees 27 minutes 33 seconds West a distance of 228.17 feet to a point, thence North 88 degrees 31 minutes 45 seconds West a distance of 10.00 feet to a point, thence North 01 degrees 27 minutes 33 seconds East a distance of 228.17 feet to a point, thence South 88 degrees 31 minutes 45 seconds East a distance of 5.00 feet to The Point Of Beginning. Containing 2281.7 square feet more or less and being a part of Lot 7 of the certified plat recorded in Plat Book 24, Pages 34 and 35 of a resubdivision of Lot 3 of the certified plat recorded in Plat Book 23 Page 59 Titled "Resubdivision of Lot 3, Block 5, of Arlington Park, as recorded in Plat Book 19, Pages 8 & 9", as recored in Plat Book 26, Page 53, on file and of record in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama,

I hereby certify (or state) that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama, to the best of my knowledge, information and belief.

Steven D. Hicks
Alabama License No. 23003 LS
Date June 06, 2025

LOT SURVEY 7A AND 7B ARLINGTON PARK (EASEMENT VACATION LAYOUT)

Lot 7A and 7B, according to the plat or map designated as a resubdivision of Lot 7 of the certified plat recorded in Plat Book 24, Pages 34 and 35 of a resubdivision of Lot 3 of the certified plat recorded in Plat Book 23 Page 59 Titled "Resubdivision of Lot 3, Block 5, of Arlington Park, as recorded in Plat Book 19, Pages 8 & 9", as recored in Plat Book 26, Page 53, on file and of record in the Office of the Judge of Probate of Madison County, Alabama.

SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA.



Hicks Land Surveying Services, Inc. 4900 University Square, Suite 26, Huntsville, Al. 35816

Sheet 1 of 1	Scale: 1" = 50'	Survey Date: 06st June, 2025	Phone: 256-864-0781
	Drawn By: S.D.H.	Work Order No. 25-105rv	Revised Date: 26st June, 2025 (Easement Area)

GEODETIC NOTES:

THE STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NAD83 HORIZONTAL DATUM.

THE BASIS OF BEARINGS IS STATE PLANE COORDINATES IN THE ALABAMA EAST ZONE (NAD83)

GLOBAL POSITIONING METHOD WAS USED IN THE DETERMINATION.

CTK PROPERTY GROUP LLC
1101 MIDLAND AVE, MUSCLE
SHOALS, AL 35661-1847
DEED BOOK 2023, PAGE
42890

CTK PROPERTY GROUP LLC
1101 MIDLAND AVE, MUSCLE
SHOALS, AL 35661-1847
DEED BOOK 2023, PAGE
42890

CTK PROPERTY GROUP LLC
PO BOX 1658,
FLORENCE, AL 35631-1658
DEED BOOK 2023,
PAGE 7098

CITY OF MADISON
BOARD OF EDUCATION
211 CELTIC DR, MADISON,
DEED BOOK 2022,
PAGE 6544

VERACITY MANAGEMENT INC
240 WESTCHESTER DR,
MADISON, AL 35758-7876
DEED BOOK 2023,
PAGE 10040

MNT LLC
277 ROYAL DR,
MADISON, AL 35758
DEED BOOK 2015,
PAGE 342680

N:1522537.783
E:375608.812

N:1522527.507
E:376008.982

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.49'	35.51'	N 46°44'03" E	90°30'10"

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

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

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Challenger Defense Solutions, 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 THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE VACATED 5 FEET FROM THE WEST BOUNDARY LINE OF LOT 7B AND 5 FEET FROM THE EAST BOUNDARY LINE OF LOT 7A ACCORDING TO THE PLAT OR MAP DESIGNATED AS A RESUBDIVISION OF LOT 7 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 24, PAGES 34 AND 35 OF A RESUBDIVISION OF LOT 3 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 23 PAGE 59 TITLED “RESUBDIVISION OF LOT 3, BLOCK 5, OF ARLINGTON PARK, AS RECORDED IN PLAT BOOK 19, PAGES 8 & 9”, AS RECORDED IN PLAT BOOK 26, PAGE 53, ON FILE AND OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7B AND THE NORTHEAST CORNER OF SAID LOT 7A, ARLINGTON PARK SUBDIVISION, SAID CORNER IS LOCATED ON THE SOUTH MARGIN OF A 60 FOOT RIGHT-OF-WAY FOR ROYAL DRIVE, THENCE ALONG SAID SOUTH MARGIN OF A 60 FOOT RIGHT-OF-WAY FOR ROYAL DRIVE, SOUTH 88 DEGREES 31 MINUTES 45 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT, THENCE SOUTH 01 DEGREES 27

184

ORDINANCE NO. 2025-291

AN ORDINANCE FOR THE VACATION OF DRAINAGE EASEMENTS LOCATED WITHIN LOTS 122-124 OF BELLAWOODS PHASE 4 SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Diltina Development Corporation** requesting the vacation of portions of drainage easements located within Lots 122-124 of Bellawoods Subdivision Phase 4 and further described as follows:

EASEMENT “A” (LOT 122)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 122 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 122 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN SOUTH 82 DEGREES 55 MINUTES 09 SECONDS WEST, 16.36 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN 18.10 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A DELTA ANGLE OF 03 DEGREES 34 MINUTES 33 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 59 MINUTES 37 SECONDS WEST, 18.10 FEET TO A POINT; THENCE RUN SOUTH 76 DEGREES 57 MINUTES 18 SECONDS WEST, 5.77 FEET TO A POINT; THENCE RUN NORTH 43 DEGREES 57 MINUTES 26 SECONDS WEST, 35.27 FEET TO A POINT; THENCE RUN SOUTH 79 DEGREES 17 MINUTES 01 SECOND EAST, 35.09 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.009 ACRES (403 SQUARE FEET) MORE OR LESS.

EASEMENT “B” (LOT 122)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES

REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 122 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 122 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN NORTH 82 DEGREES 17 MINUTES 55 SECONDS WEST, 95.06 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 80 DEGREES 42 MINUTES 19 SECONDS WEST, 21.82 FEET TO A POINT; THENCE RUN NORTH 40 DEGREES 39 MINUTES 07 SECONDS WEST, 11.96 FEET TO A POINT; THENCE RUN SOUTH 79 DEGREES 17 MINUTES 01 SECOND EAST, 29.85 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.003 ACRES (111 SQUARE FEET) MORE OR LESS.

EASEMENT “C” (LOT 123)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 123 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 123 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN NORTH 60 DEGREES 16 MINUTES 32 SECONDS WEST, 15.35 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN NORTH 79 DEGREES 17 MINUTES 01 SECOND WEST, 102.24 FEET TO A POINT; THENCE RUN NORTH 14 DEGREES 58 MINUTES 12 SECONDS WEST, 39.34 FEET TO A POINT; THENCE RUN NORTH 09 DEGREES 25 MINUTES 38 SECONDS EAST, 17.91 FEET TO A POINT; THENCE RUN NORTH 28 DEGREES 46 MINUTES 34 SECONDS EAST, 43.00 FEET TO A POINT; THENCE RUN SOUTH 61 DEGREES 13 MINUTES 26 SECONDS EAST, 107.32 FEET TO A POINT; THENCE RUN SOUTH 44 DEGREES 47 MINUTES 46 SECONDS EAST, 18.46 FEET TO A POINT; THENCE RUN 51.74 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A DELTA ANGLE

OF 10 DEGREES 13 MINUTES 22 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 22 DEGREES 52 MINUTES 47 SECONDS WEST, 51.67 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.209 ACRES (9115 SQUARE FEET) MORE OR LESS.

EASEMENT “D” (LOT 124)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 124 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 124 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN NORTH 56 DEGREES 00 MINUTES 55 SECONDS WEST, 55.08 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN NORTH 61 DEGREES 13 MINUTES 26 SECONDS WEST, 85.15 FEET TO A POINT; THENCE RUN NORTH 28 DEGREES 46 MINUTES 34 SECONDS EAST, 51.12 FEET TO A POINT; THENCE RUN SOUTH 53 DEGREES 41 MINUTES 07 SECONDS EAST, 13.83 FEET TO A POINT; THENCE RUN SOUTH 26 DEGREES 36 MINUTES 43 SECONDS EAST, 86.81 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.056 ACRES (2450 SQUARE FEET) MORE OR LESS.

SECTION 2. That the easements requested for vacation are not used by the City, and they are 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 easements.

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

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

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

ATTEST:

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

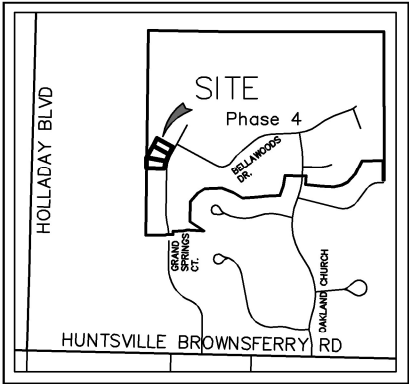
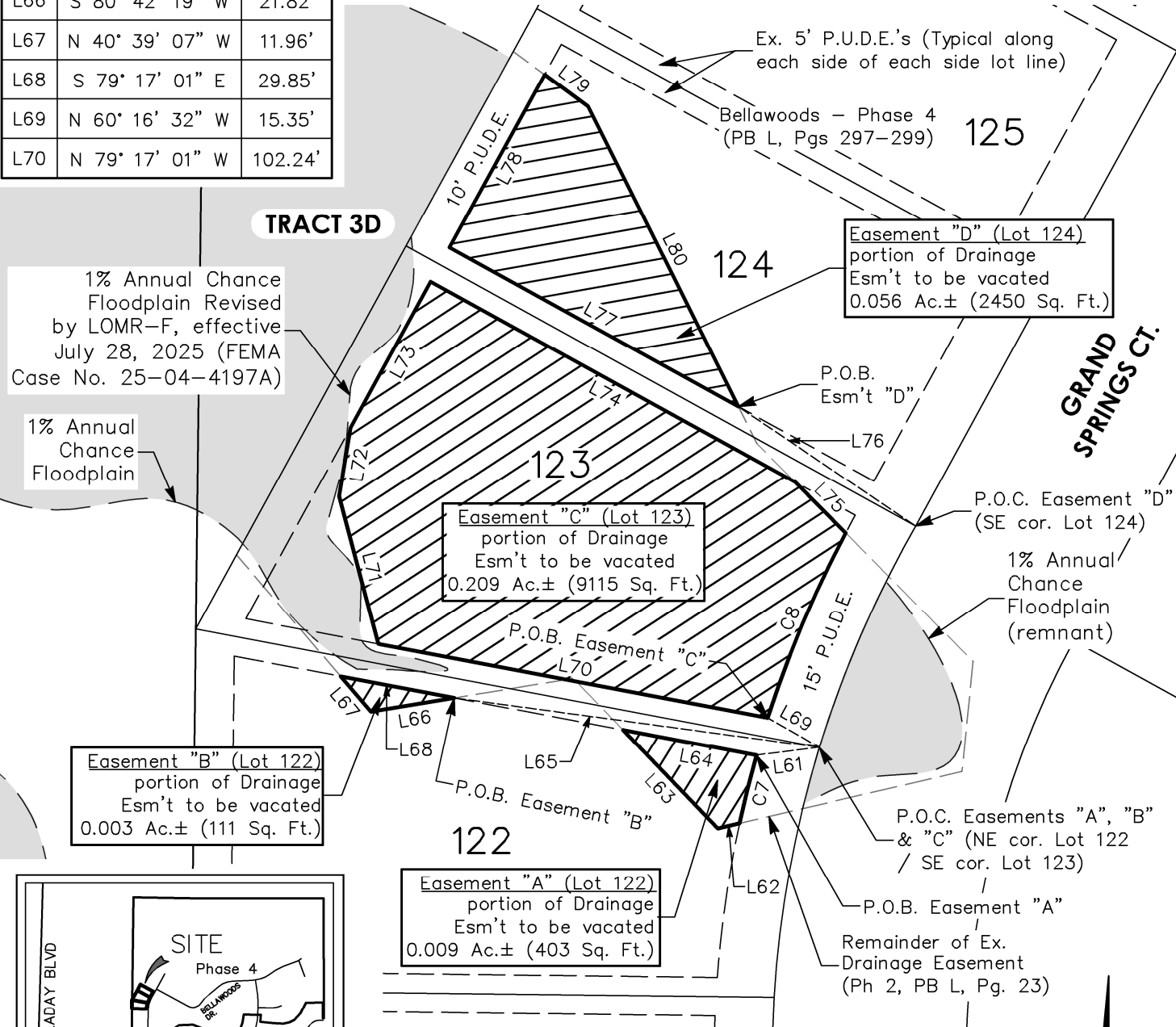
APPROVED this _____ day of October 2025.

Paul Finley, Mayor
City of Madison, Alabama

LINE TABLE		
NO.	DIRECTION	LENGTH
L61	S 82° 55' 09" W	16.36'
L62	S 76° 57' 18" W	5.77'
L63	N 43° 57' 26" W	35.27'
L64	S 79° 17' 01" E	35.09'
L65	N 82° 17' 55" W	95.06'
L66	S 80° 42' 19" W	21.82'
L67	N 40° 39' 07" W	11.96'
L68	S 79° 17' 01" E	29.85'
L69	N 60° 16' 32" W	15.35'
L70	N 79° 17' 01" W	102.24'

LINE TABLE		
NO.	DIRECTION	LENGTH
L71	N 14° 58' 12" W	39.34'
L72	N 09° 25' 38" E	17.91'
L73	N 28° 46' 34" E	43.00'
L74	S 61° 13' 26" E	107.32'
L75	S 44° 47' 46" E	18.46'

LINE TABLE		
NO.	DIRECTION	LENGTH
L76	N 56° 00' 55" W	55.08'
L77	N 61° 13' 26" W	85.15'
L78	N 28° 46' 34" E	51.12'
L79	S 53° 41' 07" E	13.83'
L80	S 26° 36' 43" E	86.81'



Vicinity Map
(Not to scale)

General Notes:

- North Arrow as shown hereon is based on Alabama State Plane Coordinate System East Zone, NAD '83.
- All measurements shown are in U.S. Survey Feet.
- This is not a property boundary survey.
- Property Owner: Diltina Development Corporation

Exhibit Drawing - Easement Vacation
for Lots 122-124 of Bellawoods-Phase 4

Portion of Drainage Easement lying within Lots 122-124, Phase 4 (PB L, Pgs. 297-299)
Section 35, Township 3 South, Range 3 West
of the Huntsville Meridian
City of Madison, Limestone County, Alabama

Project No.: 24112.H0
Sheet No. 1 of 1

Drawn By: H. Galloway
Office Date: 08.12.2025
Checked By: B. Proctor
Revisions:

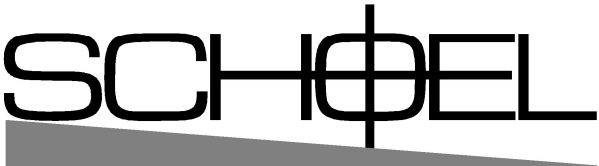
CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	CHORD DIR.	CHORD
C7	290.00	18.10	3° 34' 33"	S 13° 59' 37" W	18.10'
C8	290.00	51.74	10° 13' 22"	S 22° 52' 47" W	51.67'

ABBREVIATIONS	
EX.	Existing
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
SQ. FT.	Square Feet

Scale: 1" = 40'



Civil Engineering | Land Surveying | Landscape Architecture
Environmental | Water Resources | Laser Scanning + Modeling



1001 22nd Street South
Birmingham, Alabama 35205
205.323.6166
101 Washington St. SE
Huntsville, Alabama 35801
256.539.1221
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This instrument prepared by: Megan Zingarelli, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

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

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

EASEMENT “A” (LOT 122)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 122 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 122 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN SOUTH 82 DEGREES 55 MINUTES 09 SECONDS WEST, 16.36 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN 18.10 FEET

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A DELTA ANGLE OF 03 DEGREES 34 MINUTES 33 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 59 MINUTES 37 SECONDS WEST, 18.10 FEET TO A POINT; THENCE RUN SOUTH 76 DEGREES 57 MINUTES 18 SECONDS WEST, 5.77 FEET TO A POINT; THENCE RUN NORTH 43 DEGREES 57 MINUTES 26 SECONDS WEST, 35.27 FEET TO A POINT; THENCE RUN SOUTH 79 DEGREES 17 MINUTES 01 SECOND EAST, 35.09 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.009 ACRES (403 SQUARE FEET) MORE OR LESS.

EASEMENT "B" (LOT 122)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 122 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 0.003 ACRES (111 SQUARE FEET) MORE OR LESS.

EASEMENT "C" (LOT 123)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 123 OF BELLAWOODS –

PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 0.209 ACRES (9115 SQUARE FEET) MORE OR LESS.

EASEMENT “D” (LOT 124)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 124 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 124 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN NORTH 56 DEGREES 00 MINUTES 55 SECONDS WEST, 55.08 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN NORTH 61 DEGREES 13 MINUTES 26 SECONDS WEST, 85.15 FEET TO A POINT; THENCE RUN NORTH 28 DEGREES 46 MINUTES 34 SECONDS EAST, 51.12 FEET TO A POINT; THENCE RUN SOUTH 53 DEGREES 41 MINUTES 07 SECONDS EAST, 13.83 FEET TO A POINT; THENCE RUN SOUTH 26 DEGREES 36 MINUTES 43 SECONDS EAST, 86.81 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.056 ACRES (2450 SQUARE FEET) MORE OR LESS.

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

Attest:

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Notary Public

RESOLUTION NO. 2025-308-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:

David Dahne's request to rezone property located at the northwest corner of Hughes Road and Eastview Drive from R-1A (Low Density Residential District) to B2 (Community 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 November 24, 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 13th day of October 2025.

John Seifert, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 13th day of October 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 October 22, 2025

Attachment A

PROPOSED ORDINANCE NO. 2025-307

**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 B2
(COMMUNITY 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 B2 (Community Business District):

TRACT ONE:

All that part of the Northwest Quarter of Section 4, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama; Particularly described as commencing at the Northeast Corner of the Northwest Quarter of said Section 4; Thence North 90 degrees 00 minutes 00 seconds West 60.00 feet to the West margin of a 120 foot right of way for Hughes Road; Thence along said margin, South 00 degrees 24 minutes 47 seconds West 1905.00 feet to the Northeast corner of St. Matthews Subdivision as recorded in Plat Book 31, Page 76 in the Office of the Judge of Probate of Madison County, Alabama; Thence continue along said margin, South 00 degrees 22 minutes 50 seconds West 325.96 feet; Thence continue along said margin, South 00 degrees 29 minutes 04 seconds West 148.01 feet to a 1 inch crimp top iron pipe found at the Point of Beginning of the herein described tract;

Thence from the Point of Beginning and continuing along said margin, South 00 degrees 29 minutes 04 seconds West 56.00 feet to a 1/2 inch rebar set; Thence leaving said road, South 89 degrees 57 minutes 48 seconds West 209.92 feet to a 1/2 inch rebar set on the east boundary line of Lot 2 of said St. Matthews Subdivision; Thence North 00 degrees 23 minutes 09 seconds East 56.00 feet to a 1/2 inch rebar set; Thence South 89 degrees 57 minutes 48 seconds East 210.02 feet to the Point of Beginning and containing 11,758 square feet or 0.27 acre, more or less.

TRACT TWO:

All that part of the Northwest Quarter of Section 4, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama; Particularly described as commencing at the Northeast Corner of the Northwest Quarter of said Section 4; Thence North 90 degrees 00 minutes 00 seconds West 60.00 feet to the West margin of a 120 foot right of way for Hughes Road; Thence along said margin, South 00 degrees 24 minutes 47 seconds West 1905.00 feet to the Northeast corner of St. Matthews Subdivision as recorded in Plat Book 31, Page 76 in the Office of the Judge of Probate of Madison County, Alabama; Thence continue along said margin, South 00 degrees 22 minutes 50 seconds West 325.96 feet; Thence continue along said margin, South 00 degrees 29 minutes 04 seconds West 148.01 feet to a 1 inch crimp top iron pipe found; Thence continue along said margin, South 00 degrees 29 minutes 04 seconds West 56.00 feet to a 1/2 inch rebar set at the Point of Beginning of the herein described tract;

Thence from the Point of Beginning and continuing along said margin, South 00 degrees 29 minutes 04 seconds West 209.95 feet to a 1/2 inch rebar set; Thence leaving said road, South 89 degrees 58 minutes 43 seconds West 209.56 feet to a 1 inch crimp top iron pipe found at the Southeast corner of Lot 2 of said St.

Matthews Subdivision; Thence North 00 degrees 23 minutes 09 seconds East 209.89 feet to a 1/2 inch rebar set; Thence North 89 degrees 57 minutes 48 seconds East 209.92 feet to the Point of Beginning and containing 44,027 square feet or 1.01 acres 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 B2 (Community 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.

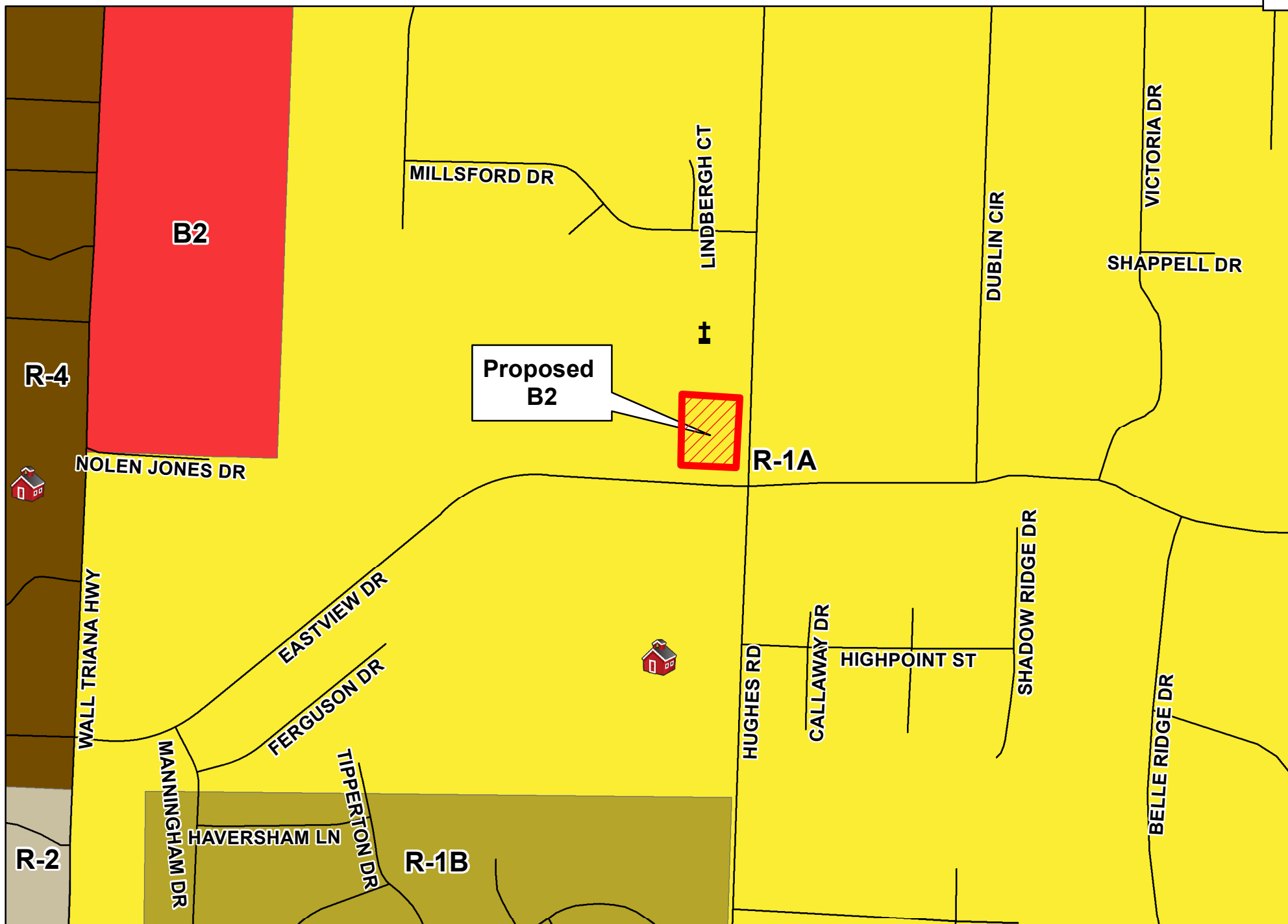
_____, *Council President*
City of Madison, Alabama

ATTEST:

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

Approved this ____ day of _____, 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama



Proposed R-1A to B2

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 B2
 (COMMUNITY BUSINESS DISTRICT).**

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by David Dahne, the City Council of the City of Madison, Alabama, will hold a public hearing on the 24th day of November, 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:

TRACT ONE:

All that part of the Northwest Quarter of Section 4, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama; Particularly described as commencing at the Northeast Corner of the Northwest Quarter of said Section 4; Thence North 90 degrees 00 minutes 00 seconds West 60.00 feet to the West margin of a 120 foot right of way for Hughes Road; Thence along said margin, South 00 degrees 24 minutes 47 seconds West 1905.00 feet to the Northeast corner of St. Matthews Subdivision as recorded in Plat Book 31, Page 76 in the Office of the Judge of Probate of Madison County, Alabama; Thence continue along said margin, South 00 degrees 22 minutes 50 seconds West 325.96 feet; Thence continue along said margin, South 00 degrees 29 minutes 04 seconds West 148.01 feet to a 1 inch crimp top iron pipe found at the Point of Beginning of the herein described tract;

Thence from the Point of Beginning and continuing along said margin, South 00 degrees 29 minutes 04 seconds West 56.00 feet to a 1/2 inch rebar set; Thence leaving said road, South 89 degrees 57 minutes 48 seconds West 209.92 feet to a 1/2 inch rebar set on the east boundary line of Lot 2 of said St. Matthews Subdivision; Thence North 00 degrees 23 minutes 09 seconds East 56.00 feet to a 1/2 inch rebar set; Thence South 89 degrees 57 minutes 48 seconds East 210.02 feet to the Point of Beginning and containing 11,758 square feet or 0.27 acre, more or less.

TRACT TWO:

All that part of the Northwest Quarter of Section 4, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama; Particularly described as commencing at the Northeast Corner of the Northwest Quarter of said Section 4; Thence North 90 degrees 00 minutes 00 seconds West 60.00 feet to the West margin of a 120 foot right of way for Hughes Road; Thence along said margin, South 00 degrees 24 minutes 47 seconds West 1905.00 feet to the Northeast corner of St. Matthews Subdivision as recorded in Plat Book 31, Page 76 in the Office of the Judge of Probate of Madison County, Alabama; Thence continue along said margin, South 00 degrees 22 minutes 50 seconds West 325.96 feet; Thence continue along said margin, South 00 degrees 29 minutes 04 seconds West 148.01 feet to a 1 inch crimp top iron pipe found; Thence continue along said margin, South 00 degrees 29 minutes 04 seconds West 56.00 feet to a 1/2 inch rebar set at the Point of Beginning of the herein described tract;

Thence from the Point of Beginning and continuing along said margin, South 00 degrees 29 minutes 04 seconds West 209.95 feet to a 1/2 inch rebar set; Thence leaving said road, South 89 degrees 58 minutes 43 seconds West 209.56 feet to a 1 inch crimp top iron pipe found at the Southeast corner of Lot 2 of said St.

Matthews Subdivision; Thence North 00 degrees 23 minutes 09 seconds East 209.89 feet to a 1/2 inch rebar set; Thence North 89 degrees 57 minutes 48 seconds East 209.92 feet to the Point of Beginning and containing 44,027 square feet or 1.01 acres or less.

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 22nd day of October 2025.

DATED at Madison, Alabama, this 29th day of October 2025.

John Seifert, Council President
City of Madison, Alabama

ORDINANCE NO. 2025-312

AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT LOCATED WITHIN 241 CONCORD DRIVE, LOT 12 BLOCK 2 OF STONERIDGE III SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Keith A. and Margaret S. Lenhard** requesting the vacation of a portion of a utility & drainage easement located within Lot 12 Block 2 of Stoneridge III Subdivision and further described as follows:

ALL THAT PART OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION, RECORDED IN PLAT BOOK 12, PAGE 31, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 12 AND ON THE EAST LINE OF A 5' U & D EASEMENT THAT IS NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 158.00 FEET FROM THE SOUTHEAST CORNER OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION; THENCE FROM THE TRUE POINT OF BEGINNING AND NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 6.32 FEET TO A POINT ON THE WEST LINE OF A 15' U & D EASEMENT; THENCE ALONG SAID WEST LINE OF SAID 5' U & D EASEMENT NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 12.63 FEET TO A POINT ON THE SOUTH LINE OF A 15' U & D EASEMENT; THENCE ALONG SAID 15' U & D EASEMENT NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 138.25 FEET TO A POINT ON THE EAST LINE OF A 5' U & D EASEMENT; THENCE ALONG SAID EAST LINE OF SAID EASEMENT SOUTH 00 DEGREES 27 MINUTES 09 SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 34 MINUTES 56 SECONDS WEST 5.00 FEET TO THE WEST BOUNDARY LINE OF SAID LOT 12; THENCE ALONG SAID WEST BOUNDARY LINE NORTH 00 DEGREES 27 MINUTES 09 SECONDS EAST 25.00 FEET TO THE NORTHWEST CORNER OF LOT 12; THENCE ALONG THE NORTH BOUNDARY LINE OF LOT 12 SOUTH 89 DEGREES 42 MINUTES 43 SECONDS EAST 137.94 FEET TO THE NORTHEAST CORNER OF LOT 12; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 12, SOUTH 37 DEGREES 22 MINUTES 56 SECONDS EAST 31.58 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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

Ordinance 2025-312
Vacation of Easement – 241 Concord Drive
Page 1 of 2

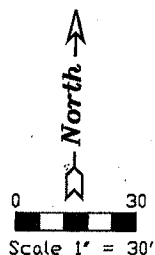
ATTEST:

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

APPROVED this _____ day of October 2025.

Paul Finley, Mayor
City of Madison, Alabama

DDC#2023/16569



• IPF-IRON PIN FOUND
○ IPS-IRON PIN SET/BSS
△ CALCULATED POINT
— FENCE LINE
— OVERHEAD WIRE
— R.O.W.-RIGHT OF WAY
— P.O.B.-POINT OF BEGINNING
(M) MEASURED
(R) RECORD/DEED

I, WILLIAM T. AGRELIUS, a professional land surveyor doing business with the firm of Big Spring Surveyors & Company at Huntsville, Alabama, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

The correct legal description of the property surveyed is Lot 12, Block 2 of the plat STONERIDGE III SUBDIVISION,

Madison County, Alabama as recorded in Plat Book 12 at Page 31 in the office of Madison County Probate Records located in the Madison County Courthouse at Huntsville, Alabama.

The correct street address of subject property is 241 CONCORD DRIVE, MADISON, ALABAMA.

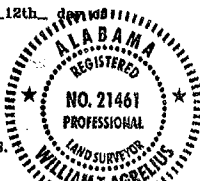
I furthermore state that there are no encroachments visible on the surface that are not shown hereon.

According to my survey this 12th day of August, 2025.

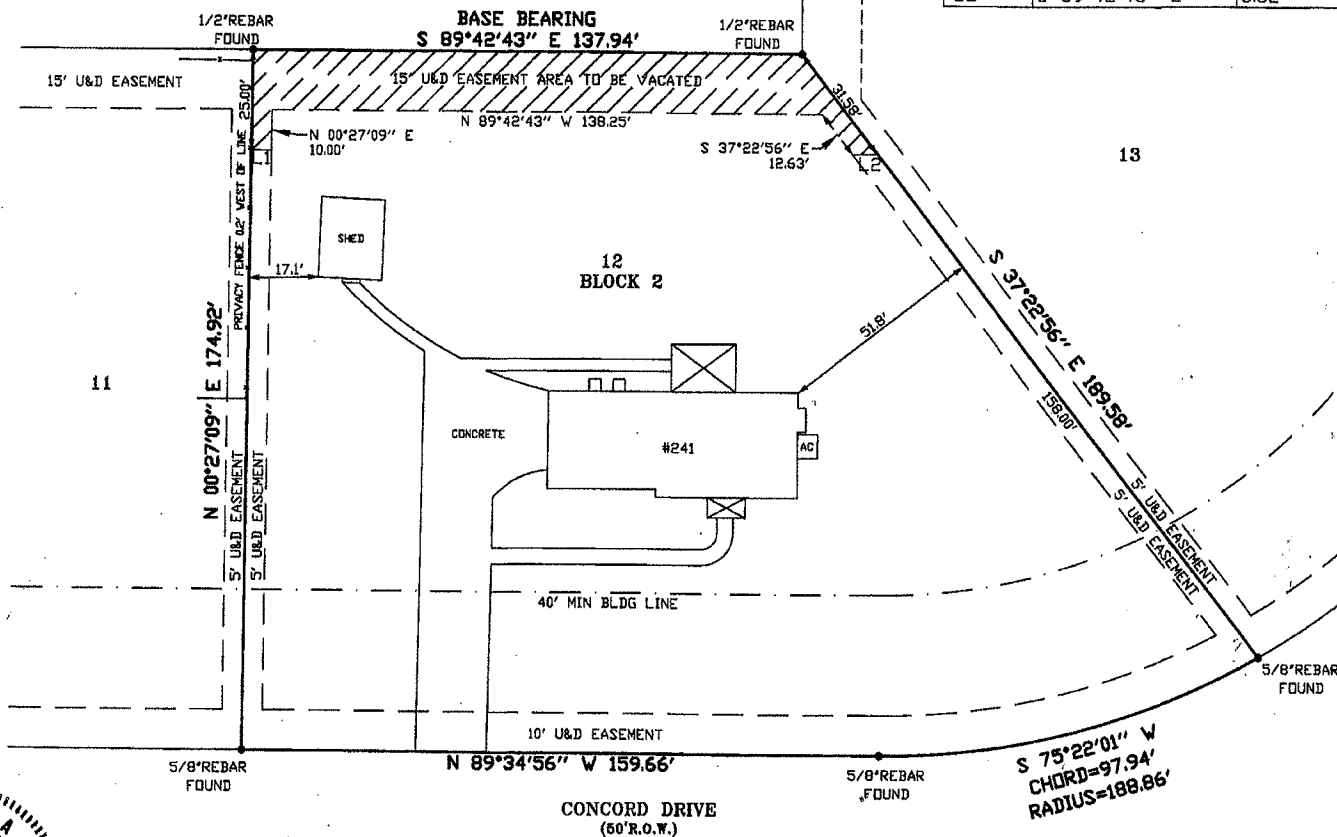
Big Spring Surveyors

William T. Agrelius

WILLIAM T. AGRELIUS P.L.S.
Ala. Reg. No. 21461



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 89°42'43" E	5.00'
L2	S 89°42'43" E	6.32'



SCALE 1" = 30'	DRAWN: AWT
V.D.# 25-7858	CHK: WTA
DATE: 8/12/2025	REV: 9/2/2025

EASEMENT VACATION
FOR: KEITH LENHARD
241 CONCORD DRIVE

Big Spring Surveyors
& Company
404 Andrew Jackson Way
Huntsville, Alabama 25851
Phone (256) 555-5050

LEGAL DESCRIPTION
MADISON COUNTY, ALABAMA

REQUEST TO VACATE UTILITY AND DRAINAGE EASEMENT
LOT 12 BLOCK 2, STONERIDGE III SUBDIVISION

ALL THAT PART OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION, RECORDED IN PLAT BOOK 12, PAGE 31, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 12 AND ON THE EAST LINE OF A 5' U & D EASEMENT THAT IS NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 158.00 FEET FROM THE SOUTHEAST CORNER OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION

THENCE FROM THE TRUE POINT OF BEGINNING AND NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 6.32 FEET TO A POINT ON THE WEST LINE OF A 5' U & D EASEMENT

THENCE ALONG SAID WEST LINE OF SAID 5' U & D EASEMENT NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 12.63 FEET TO A POINT ON THE SOUTH LINE OF A 15' U & D EASEMENT

THENCE ALONG SAID 15' U & D EASEMENT NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 138.25 FEET TO A POINT ON THE EAST LINE OF A 5' U & D EASEMENT

THENCE ALONG SAID EAST LINE OF SAID EASEMENT SOUTH 00 DEGREES 27 MINUTES 09 SECONDS WEST 10.00 FEET TO A POINT

THENCE NORTH 89 DEGREES 34 MINUTES 56 SECONDS WEST 5.00 FEET TO THE WEST BOUNDARY LINE OF SAID LOT 12

THENCE ALONG SAID WEST BOUNDARY LINE NORTH 00 DEGREES 27 MINUTES 09 SECONDS EAST 25.00 FEET TO THE NORTHWEST CORNER OF LOT 12

THENCE ALONG THE NORTH BOUNDARY LINE OF LOT 12 SOUTH 89 DEGREES 42 MINUTES 43 SECONDS EAST 137.94 FEET TO THE NORTHEAST CORNER OF LOT 12

THENCE ALONG THE EAST BOUNDARY LINE OF LOT 12, SOUTH 37 DEGREES 22 MINUTES 56 SECONDS EAST 31.58 FEET TO THE POINT OF BEGINNING

25-5766

BIG SPRING SURVEYORS

WILLIAM T. AGRELIUS
AL. REG. 21461



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

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

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

ALL THAT PART OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION, RECORDED IN PLAT BOOK 12, PAGE 31, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 12 AND ON THE EAST LINE OF A 5’ U & D EASEMENT THAT IS NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 158.00 FEET FROM THE SOUTHEAST CORNER OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION; THENCE FROM THE TRUE POINT OF BEGINNING AND NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 6.32 FEET TO A POINT ON THE WEST LINE OF A 15’ U & D EASEMENT; THENCE ALONG SAID WEST LINE OF SAID 5’ U & D EASEMENT NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 12.63 FEET TO A POINT ON THE SOUTH LINE OF A 15’ U & D EASEMENT; THENCE ALONG SAID 15’ U & D EASEMENT NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 138.25 FEET TO A POINT ON THE EAST LINE OF A 5’ U & D EASEMENT; THENCE ALONG SAID EAST LINE OF SAID EASEMENT SOUTH 00 DEGREES 27 MINUTES 09 SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 34 MINUTES 56 SECONDS WEST 5.00 FEET TO THE WEST BOUNDARY LINE OF SAID LOT 12; THENCE ALONG SAID WEST BOUNDARY LINE NORTH 00 DEGREES 27 MINUTES 09 SECONDS EAST 25.00 FEET TO THE NORTHWEST CORNER OF LOT 12; THENCE ALONG THE NORTH BOUNDARY LINE OF LOT 12 SOUTH 89 DEGREES 42 MINUTES 43 SECONDS EAST 137.94 FEET TO THE NORTHEAST CORNER OF LOT 12; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 12, SOUTH 37 DEGREES 22 MINUTES 56 SECONDS EAST 31.58 FEET TO THE POINT OF BEGINNING.

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

RESOLUTION NO. 2025-321-R

**A RESOLUTION AUTHORIZING A SOFTWARE AS A SERVICE
AGREEMENT WITH ConfirmOK, LLC,
FOR AUTOMATED DAILY CHECK-IN SERVICES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Software as a Service Agreement with ConfirmOK, LLC, for professional services and software to set up and provide an automated daily check-in service for qualified elderly and home-bound residents of the City of Madison, said Agreement to be substantially similar in purpose, intent, and composition to the agreement attached hereto entitled "ConfirmOK Software as a Service 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 ConfirmOK as provided in its scope of work.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

CONFIRMOK SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (“Agreement”) is entered into as of _____ (the “Effective Date”), by and between the *Madison City Police Department*, located at _____ (“Subscriber”), and ConfirmOk, LLC, a CA LLC doing business as ConfirmOk, with its principal place of business at 257 Chinquapin Ave, Carlsbad, CA 92008 (“Service Provider”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, Subscriber desires to use Service Provider’s software and services to enhance community safety and support vulnerable populations through automated daily check-ins;

WHEREAS, Service Provider agrees to provide such software and services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SERVICES

Service Provider agrees to provide Subscriber with access to and use of ConfirmOk, a software-as-a-service (SaaS) platform that performs automated daily check-ins (the “Services”). The Services include technical support, software updates, and maintenance as described in Exhibit A.

2. AUTHORIZED USERS

Subscriber is authorized to allow its employees, agents, and contractors (“Authorized Users”) to access and use the Services in accordance with the terms of this Agreement. Subscriber shall ensure that all Authorized Users comply with the terms and conditions of this Agreement.

3. LICENSE GRANT

Service Provider hereby grants Subscriber a non-exclusive, non-transferable, revocable license to access and use the Services during the term of this Agreement, subject to the terms and conditions herein.

4. TERM AND TERMINATION

4.1. Term

This Agreement shall commence on the Effective Date and shall remain in effect for a period of one (1) year (“Initial Term”), unless terminated earlier in accordance with the terms of this

Agreement. Upon the expiration of the Initial Term, this Agreement may be renewed for additional one-year terms upon mutual written agreement by the Parties.

4.2. Termination for Cause

Either Party may terminate this Agreement for cause if the other Party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

4.3. Termination for Convenience

Subscriber may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Service Provider.

4.4. Effect of Termination

Upon termination or expiration of this Agreement, Subscriber shall immediately cease using the Services, and Service Provider shall provide Subscriber with a final extract of Subscriber Data in a commonly accessible format within ten (10) business days. Service Provider shall delete or destroy all Subscriber Data from its systems, except as required by law.

5. FEES AND PAYMENT

Subscriber agrees to pay Service Provider the fees described in Exhibit A. Payment is due within thirty (15) days of receipt of an invoice from Service Provider. Fees are non-refundable.

6. SERVICE LEVELS AND SUPPORT

6.1. Service Levels

Service Provider will use commercially reasonable efforts to make the Services available 99.9% of the time, excluding scheduled maintenance and Force Majeure events.

6.2. Support

Service Provider will provide technical support to Subscriber as outlined in Exhibit A.

7. DISCLAIMERS AND LIMITATION OF LIABILITY

7.1. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER

DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7.2. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3. Cap on Liability

SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY SUBSCRIBER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

7.4. System Failures

SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES RESULTING FROM SYSTEM FAILURES, INCLUDING INTERRUPTIONS, DELAYS, OR DATA LOSS, REGARDLESS OF THE CAUSE. SUBSCRIBER ACKNOWLEDGES THAT SERVICE INTERRUPTIONS MAY OCCUR AND AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH INTERRUPTIONS.

8. SUBSCRIBER DATA AND CONFIDENTIALITY

8.1. Ownership of Subscriber Data

Subscriber retains all rights, title, and interest in and to the data it provides or generates through the use of the Services ("Subscriber Data"). Service Provider shall have no rights to such data except as necessary to provide the Services under this Agreement.

8.2. Confidentiality

Each Party agrees to maintain the confidentiality of all Confidential Information (as defined below) and to use such information solely for the purposes of this Agreement. "Confidential Information" means any information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential.

9. INDEMNIFICATION

9.1. By Service Provider

Service Provider shall defend, indemnify, and hold harmless Subscriber and its employees, officers, and agents from and against any claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from any third-party claim that the Services infringe or misappropriate any intellectual property rights of a third party.

9.2. By Subscriber

To the extent allowed by law, subscriber will defend, indemnify, and hold harmless Service Provider and its employees, officers, and agents from and against any claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from Subscriber's willful, reckless, or intentionally unlawful use of the Services in violation of this Agreement.

10. MISCELLANEOUS

10.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law principles.

10.2. Entire Agreement

This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding such subject matter.

10.3. Amendments

This Agreement may only be amended by a written agreement signed by authorized representatives of both Parties.

10.4. Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of all or substantially all of its assets.

10.5. Notices

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified mail, or sent by email with confirmation of receipt.

10.6. Display of ConfirmOk Link

Subscriber agrees to display a clear reference to “ConfirmOk” on its website, with a hyperlinked text or logo directing users back to the ConfirmOk website (currently located at <https://www.confirmok.com> or another URL designated by Service Provider). The size, placement, and format of this reference shall be mutually agreed upon by the Parties, but it shall be sufficient to clearly indicate that Subscriber is utilizing the ConfirmOk service. Subscriber shall implement this reference within thirty (30) days of the Effective Date of this Agreement.

EXHIBIT A

Service Provider’s Software as a Service Statement of Services

This Exhibit A - Service Provider’s Software as a Service Statement of Services - shall be incorporated in and governed by the terms of that certain Master Software as a Service Agreement by and between *Madison City Police Department* (“Subscriber”) and ConfirmOk, LLC, doing business as ConfirmOk (“Service Provider”) dated 07/21/2025, as amended (the “Agreement”). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in this Exhibit A shall prevail.

1. Services Description

Service Provider will provide a web-based check-in reassurance Software as a Service system that will include the following functionality:

- Automated Check-Ins: Daily automated check-ins for seniors and vulnerable residents.
- Immediate Alerts: Notifications to designated contacts or departments if check-ins are missed.
- User Management: Tools for managing subscribers, including adding, editing, or removing users.

2. Delivery

The following shall constitute the schedule for delivery of the Software as a Service under this Exhibit A:

- Phase 1: Initial setup and customization – Completion within 14 days of the Effective Date.
- Phase 2: Full implementation and training – Completion within 21 days of the Effective Date.

3. Fees

The Subscriber agrees to pay the following monthly fees based on the number of active clients using the ConfirmOk system:

- **Tier 1:** \$250/month for up to 35 clients

4. Term

One (1) year from implementation of Phase II.

5. Hosting and Support

Service Provider will provide to Subscriber the following hosting and support services:

- Hosting: Cloud hosting with a minimum of ninety-nine percent (99%) system uptime.
- Support: Unlimited email and phone support during business hours (8 AM - 6 PM PT) and limited emergency support outside business hours.
- Training: Initial training sessions and additional training upon request.

6. Additional Terms

The following are additional terms applicable to this Exhibit A:

- Browser Support: Service Provider's Software as a Service will support Chrome and Firefox in their most current release version.
- Single Point of Contact: Each Party will provide a single point of contact for communications with the authority to represent that Party's decisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Software as a Service Agreement as of the Effective Date.

Madison City Police Department (SUBSCRIBER)

By: _____
Name: _____
Title: _____
Date: _____

Confirmok LLC (SERVICE PROVIDER)

By: _____
Name: _____
Title: _____
Date: _____