



## Agenda

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

6:00 PM  
Council Chambers  
January 27, 2025

#### AGENDA NO. 2025-02-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Lewis Martin of Madison Church of the Nazarene

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2025-01-RG, dated January 13, 2025

B. Minutes No. 2025-01-WS, dated January 13, 2025

7. PRESENTATIONS AND AWARDS

A. Madison Street Festival - Crystal McBrayer

#### PUBLIC COMMENTS

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

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

8. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and Periodic bills to be paid
- B. **Resolution No. 2025-008-R:** Approving an annual appropriation agreement with the Madison Beautification and Tree Board for FY 25 (\$7,500 to be paid from General Operating account)
- C. **Resolution No. 2025-009-R:** Approving an annual appropriation agreement with the Madison City Community Orchestra for FY 25 (\$4,000 to be paid from General Operating account)
- D. **Resolution No. 2025-010-R:** Approving an annual appropriation agreement with Partnership For A Drug-Free Community for FY 25 (\$20,000 to be paid from General Operating account)
- E. **Resolution No. 2025-011-R:** Approving an annual appropriation agreement with the U.S. Space and Rocket Center for FY 25 (\$10,000 to be paid from General Operating account)
- F. **Resolution No. 2025-012-R:** Approving an annual appropriation agreement with the Riley Center for FY 25 (\$7,500 to be paid from General Operating account)
- G. **Resolution No. 2025-034-R:** Ratifying an emergency purchase of CAT motorgrader/snowplow from Thompson Tractor (\$123,050 paid from Public Works Department budget)
- H. Acceptance of donation from L. Tucker (\$30 to be deposited into Madison Senior Center donation account for programming supplies)
- I. Acceptance of donation from Madison Visionary Partners (\$800,185 to be deposited into Fund 38, Community Center Donation)
- J. Acceptance of donation from Julie Mann (in the amount of \$50 to be used for Fire Station 2)

9. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

10. BOARD/COMMITTEE APPOINTMENTS

11. PUBLIC HEARINGS

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

12. DEPARTMENT REPORTS

## **CITY CLERK**

- A. Proposed Ordinance No. 2025-027:** Amending Ordinance No. 2011-299 "Establishing Polling Locations for Municipal Elections in the City of Madison" by changing polling location for Council Districts 1, 2, and 4 in Limestone County to James Clemens High School (First Reading)

## **ENGINEERING**

- A. Resolution No. 2025-029-R:** Award of Bid No. 2025-002-ITB, Palmer Park Pedestrian Bridges to Lambert Contracting, LLC (\$350,504.64 to be paid from Engineering Department Capital Outlay)
- B. Proposed Ordinance No. 2025-023:** Amending Section 32-131 of the Madison City Code of Ordinances entitled "Parking in Conformity with Established Regulations" by prohibiting parking on a portion of Lifeway Street (First Reading 01/13/2025)

## **FACILITIES AND GROUNDS**

- A. Resolution No. 2025-030-R:** Approving a Professional Services Agreement with J.M. Phillips Engineering, LLC, for civil engineering design services for the proposed improvements to the north entrance to Palmer Park (\$29,078 to be paid from the Recreation Department Special Projects account)
- B. Proposed Ordinance No. 2025-024:** Authorizing the Mayor to execute a one-year lease agreement extension with tenants of 28720 Huntsville Browns Ferry Road (\$1,500 per month payable to City) (First Reading 01/13/2025)

## **LEGAL**

- A. Resolution No. 2025-035-R:** Authorizing Purchase of Right of Way and Acquisition of Temporary Construction Easements for Segers Road and Maecille Drive Intersection Improvement Projects (approximately \$207,200 to be paid from Fund 38)

## **RECREATION**

- A. Resolution No. 2025-031-R:** Award of Bid No. 2024-015-ITB, Palmer and Dublin Park Soccer Lighting Project to Wild Monkey, LLC, dba 47E (\$148,673.44 to be paid from Recreation Department Special Projects account)
- B. Resolution No. 2025-032-R:** Award of Bid No. 2024-016-ITB, Playground Installation Project to Struthers Recreation, LLC (\$128,435.00 to be paid from Recreation Department Neighborhood Park account)
- C. Resolution No. 2025-036-R:** Authorizing a Professional Services Agreement with Crystal Dixon for fitness instructor services through the Parks & Recreation Department (no charge to City, courses cost \$5 to \$25 per person)
- D. Resolution No. 2025-037-R:** Authorizing a Professional Services Agreement with Rosalie Holcombe for art instructor classes through the Parks & Recreation Department (no charge to City, courses cost \$10 - \$40 per person)
- E. Resolution No. 2025-038-R:** Authorizing a Professional Services Agreement with Katie Stephenson for makeup application instructor classes through the Parks & Recreation Department (no charge to City, courses cost \$20 - \$50 per person)
- F. Resolution No. 2025-039-R:** Authorizing a Professional Services Agreement with Michelle Thao for fitness instructor classes through the Parks & Recreation Department (no charge to City, courses cost \$5 - \$25 per person)
- G. Resolution No. 2025-040-R:** Authorizing a Professional Services Agreement with Maria Troupe for arts and crafts classes through the Parks & Recreation Department (no charge to City, courses cost \$10 - \$60 per person)

H. **Resolution No. 2025-041-R:** Authorizing a Professional Services Agreement with Hunter Vroonland for arts instructor classes through the Parks & Recreation Department (no charge to City, courses cost \$10 - \$40 per person)

13. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

14. ADJOURNMENT

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

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



**MINUTES NO. 2025-01-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
JANUARY 13, 2025**

The Madison City Council met in regular session on Monday , January 13, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President John Seifert.

Pastor Lewis Huntley from Crosspointe Church provided the invocation followed by the Pledge of Allegiance led by John Seifert.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Municipal Records Coordinator Lori Spaulding. City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Director of Facilities and Grounds Gerald Smith, Deputy Fire Chief Brandy Williams, City Engineer Michael Johnson, Deputy Revenue Officer Ivon Williams, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Tony Cortes, Jocelyn Broer, David Bier, Cara Sexton Welsh, Dee Lynn Voelkel, Morgan Saint Jones, Brady Rogers, Pam Rogers, Larry Vannoy, Jean Downs, Bill McGahey, Colin Richardson, Rachel Richardson, Susan Landreth, Ryan Ehart, Ashley Curtis, Alexis Curtis, Jonathan White, Jessica White, Danny Marr, Lewis Hundley, Jill Ryan, Karen DeGuire, Diana Boehme, Allison Hock, Caroline Hock, Claire Garnick, Cara Garnick, Stacy Spencer, Hannah Spencer, Chloe Spencer

**AMENDMENTS TO AGENDA**

Additions:

- Presentation of Reports

- Resolution No.2025-028-R; Authorizing the streaming and archiving of the January Work Session Meeting. Line item will be added under President Seifert Report.
- Presentations and Awards
  - Mayor Finley presented Betty Fletcher with an award and the Madison City Coin in honor of serving on the Zoning Boards OF Adjustments and Appeals Committee for twenty-four years.

**APPROVAL OF MINUTES**

**MINUTES NO. 2024-24-RG DATED DECEMBER 30, 2024**

Council Member Spears moved to approve Minutes No. 2024-24-RG. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**ZONING BOARDS OF ADJUSTMENTS AND APPEALS AWARD**

Mayor Finley presented Betty Fletcher with an award and a City of Madison Coin for her twenty-four-year dedication to the Zoning Boards of Adjustments and Appeals.

**MADISON CHRISTMAS PARADE AWARDS PRESENTED BY DEBBIE OVERCASH**

Debbie Overcash, President of the Madison Station Historic Preservation Society recognized the winners as followed:

- The Merry and Bright Award – American Legion Post 229
- Holly Jolly Award-Midtown Baptist Church
- The Committees Choice Award-Girl Scouts of North Central Alabama Service Unit 212

**PRESENTATION OF CHRISTMAS TREE DECORATING CONTEST WINNERS BY DEBBIE OVERCASH, PRESIDENT OF MADISON HISTORICAL SOCIETY**

Debbie Overcash, President of the Madison Station Historic Preservation Society recognized the winners as followed :

- Colin Richardson- Mr. Weeds Gardening is the winner of the 2024 Mayor’s Choice Award
- Melinda Sanders-Filthy Gorgeous is the winner of the 2024 Merry and Bright (showstopper) Award
- Kim Shaw-Southern Scape is the winner of the Holly Jolly (most holiday inspired Award)

Debbie Overcash recognized Madison volunteer Melissa Kane for her outstanding, devoted donation of time and talent to the Historical Society and all that she does for the city.

**PRESENTATION OF PROCLAMATION RECOGNIZING MADISON AMERICAN LEGION POST 229 FOR BEING RECOGNIZED BY THE NORTH ALABAMA VETERANS FRATERNAL ORGANIZATION COALITION AS VETERAN ORGANIZATION OF THE YEAR**

Mayor Finley and Council Member Karen Denzine presented American Legion Post 229 an award for being recognized by the North Alabama Veteran Fraternal Organization of the year.

**PUBLIC COMMENTS**

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

**KATHERINE PATRICK (DISTRICT 6)**

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

- Objection to Toyota Field modifications
- Suggested Council reach out to other communities regarding ballpark modifications

**MARGI DALY (DISTRICT 6)**

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

- Objection to Toyota Field modifications

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

General Operating Account	\$3,350,480.58
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Special Operating Accounts	\$267.00
ADEM Storm Drainage	\$1,715.00
½ Cent Capital Replacement	\$25,089.08
Gasoline Tax & Petroleum Inspection fees	\$43,904.27
TVA Tax	\$2,785.20
Library Building Fund	\$99,175.20
Water Distribution and Storage	\$1,205,350.00
Venue Maintenance	\$109,221.25
Fire CPR	\$972.00

Regular and periodic bills to be paid

**Resolution No. 2025-003-R:** Approving an annual appropriation agreement with Thrive Alabama for FY 25 (\$5,000.00 to be paid from General Operating account)

**Resolution No. 2025-004-R:** Approving an annual appropriation agreement with the Huntsville Botanical Gardens for FY 25 (\$20,000.00 to be paid from General Operating account)

**Resolution No. 2025-005-R:** Approving an annual appropriation agreement with Crisis Services of North Alabama for FY 25 (\$20,000.00 to be paid from General Operating account)

**Resolution No. 2025-006-R:** Approving an annual appropriation agreement with Fantasy Playhouse Children's Theater and Academy for FY 25 (\$5,000.00 to be paid from General Operating account)

**Resolution No. 2025-007-R:** Approving an annual appropriation agreement with The Legacy Center, Inc. for FY 25 (\$10,000 to be paid from General Operating account)

**Resolution No. 2025-019-R:** Authorizing reimbursement of weed lien assessment payment for vacant property located behind 450 Oakland Road (\$846.90)

Authorization for the Public Works Department to solicit bids for right-of-way mowing.

Acceptance of a donation from PropertyRoom.com (\$60.32 to be deposited into Madison Police Department Donation account)

Acceptance of donation from S. Ikeler for stain glass programming (\$40.00 to be deposited into Senior Center Donation account)



Acceptance of donation from St. John the Baptist Catholic Church for special event and activity programming (\$2,000 to be deposited into Senior Center Donation account)

Council Member Powell seconded. President Seifert asked the City Attorney Megan Zingarelli to clarify the reasoning for the weed lien reimbursement. City Attorney Megan Zingarelli stated that in 2023 when the Council authorized the weed lien it was participated to arrive before the end of the tax year, however; it didn't make it to the tax assessor's office until September which resulted in the delay of the lien being processed by the end of the 2023 tax year. City Attorney Megan Zingarelli explained that the property had been purchased by a new gentleman, and he's remained in compliance and asked for reimbursement. 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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

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

- Shared the ribbon cutting of new Community Center
- EMA and City Employee response team shout-out during snowstorm

City Engineer Michael Johnson shared Capital Improvement updates:

- Brown Ferry Culvert-Road build up at approaches, hope to finish in March
- I-565 Flyovers- Paving will need to be finished when warm weather approaches, hope to open in March
- Huntsville-Brownsferry/Burgreen Roundabout-process of getting Gas and Telecommunications relocated, site work to begin when utility relocations are complete
- Madison Blvd Re-Paving- 95% of the resurfacing is done, signal upgrades (Sullivan Street) guardrails, turn lanes, etc. remains
- Mill Road Stabilization-Stabilization of eroding stream bank adjacent to roadway, change order for bypass road approved construction to begin as soon as weather allows
- Hughes/Mill/Portal Intersection-Adding pedestrian function and improved detection awaiting materials
- Burgreen Hardiman Intersection-New traffic signal
- Palmer Park Pedestrian Bridges-Scheduled to award bid January 27<sup>th</sup>, 2025
- Segers/Maecille Improvements-Widening/Turn Lanes for new school opening 2026, scheduled to award bid February 10, 2025

- Mill Road Sidewalks-Connecting Withers Junction to the Bradford Greenway parking lot, bid February 24,2025

City Engineer Michael Johnson shared the projects in design phase:

- Balch & Gooch (100%                      Funded for Construction
- Wall-Triana Signal & S/W (100 %)      Funded for Construction
- County Line & Royal Drive Ext          Funded for Construction
- Royal Drive Extension Phase 1 (30%) Funded for Construction
- Balch & Brown s Ferry Roundabout      Funded for Row & Utility
- Hughes and Old Madison Pike (98%)Funded for Row and Utility
- Palmer Road Bridges (35%)
- Browns Ferry & Sullivan Intersection (Scoping)
- Balch & Mill Intersection (Scoping)
- Powell & Burgreen Intersection (Scoping)
- Mill & Sullivan Intersection ( Scoping)

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

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

- Thanked Public Works and First Responders for everything done during the snow event
- Thanked the public for staying home during the snow event

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

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

No business to report

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

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

No business to report

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

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

No business to report

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

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

- Thanked Public Works for their attentiveness and keeping our roads habitable

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Applauded Public Works for wonderful job on streets during the snowstorm
- Grateful for the police, fire that watched over city during snow event
- Shared concerns about the Ballpark modifications

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

**RESOLUTION NO.2025-028-R; AUTHORIZING THE STREAMING AND ARCHIVING OF THE JANUARY WORK SESSION MEETING.**

Council Member Wroblewski moved to approve Resolution No. 2025-028-R. Council Member Powell 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	Aye
Council Member Ranae Bartlett	Aye

Motion carried.

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

- Shout- out to Public Works for clearing roads during the snowstorm

**BOARD/COMMITTEE APPOINTMENTS**

**APPOINTMENT OF CHARLIE MURPHY TO CONSTRUCTION BOARD OF APPEALS PLACE 1**

Council Member Powell nominated Charlie Murphy to the Construction Board of Appeals Place 1. There being no further nominations, Mr. Murphy was appointed by consensus.

**APPOINTMENT OF JERRY PENNINGTON TO CONSTRUCTION BOARD OF APPEALS ALTERNATE PLACE 1**

Council Member Powell nominated Jerry Pennington to Construction Board of Appeals Alternate Place 1. There being no further nominations, Mr. Pennington was appointed by consensus.

**PUBLIC HEARINGS**

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

**RESOLUTION NO. 2025-014-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 100 PATRA DRIVE (ASSESSMENT FEE OF \$600.40)**

Margi Daly shared her concerns on the questionability of the weed lien. Council Member Wroblewski moved to approve Resolution No. 2025-014-R. Council Member Spears seconded. President Seifert addressed the concerns of Margi Daly on ownership of the lots. The roll call vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2025-015-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 208 CONCORD DRIVE (ASSESSMENT FEE OF \$599.83)**

Council Member Wroblewski moved to approve Resolution No. 2025-015-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	Aye
Council Member Ranae Barlett	Aye
Council Member Karen Denzine	Aye

Motion carried

**RESOLUTION NO. 2025-016-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 22 STONE STREET (ASSESSMENT FEE OF \$447.00)**

Council Member Powell moved to approve Resolution No. 2025-016-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried

**RESOLUTION NO. 2025-017-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 3721 SULLIVAN STREET (ASSESSMENT FEE OF \$674.83)**

Council Member Shaw moved to approve Resolution No. 2025-017-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried

**RESOLUTION NO. 2025-018-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR 129 AUTUMN HAVEN LANE (ASSESSMENT FEE OF \$447.00)**

Council Member Powell moved to approve Resolution No. 2025-018-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried

**PROPOSED ORDINANCE NO. 2024-392: ZONING CERTAIN PROPERTY OWNED BY CLINT AND BRITTANY COGGIN CONSISTING OF 0.73 ACRES LOCATED AT 145 FIRESTONE DRIVE, SOUTH OF U.S. HIGHWAY 72 W AND EAST OF RAINBOW**

**DRIVE, TO R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST READING 12/09/2024)**

Margi Daly asked a few questions concerning the type of annexation. Council Member Wroblewski moved to approve Proposed Ordinance No. 2024-392. Council Member Powell seconded. President Seifert asked Director of Development Services Mary Beth Broeren to address the concerns of Margi Daly. Director of Services Mary Beth Broeren shared that the mentioned address was currently in the county and did not require zoning. She stated that the requesting annexation R-1A developed with a single family house and will remain as a single family house. 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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried

**PROPOSED ORDINANCE NO. 2024-394: ZONING CERTAIN PROPERTY OWNED BY SHERRY PRICE CONSISTING OF 0.79 ACRES LOCATED AT 174 FIRESTONE DRIVE, SOUTH OF U.S. HIGHWAY 72 W AND EAST OF RAINBOW DRIVE, TO R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST READING 12/09/2024)**

Council Member Powell moved to approve Proposed Ordinance No. 2024-394. Council Member Spears seconded. Council Member Wroblewski asked for clarification on the owner South of the property. Director of Services Mary Beth Broeren stated that it's a separately owned property with independent owners. 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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried

**RESOLUTION NO. 2025-020-R: REQUEST FOR AN ON-PREMISES BEER & WINE LICENSE FROM TED'S MADISON LLC, DOING BUSINESS AS TED'S BAR-B-Q, FOR THEIR LOCATION AT 8780 MADISON BOULEVARD, MADISON, AL 35758**

Council Member Wroblewski moved to approve Resolution No. 2025-020-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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried

**DEPARTMENTAL REPORTS**

**ENGINEERING**

**RESOLUTION NO. 2025-022-R: ACCEPTANCE OF BRADFORD STATION PHASE 3 INTO THE CITY OF MADISON MAINTENANCE PROGRAM**

Council Member Wroblewski moved to approve Resolution No. 2025-022-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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**PROPOSED ORDINANCE NO. 2025-023: AMENDING SECTION 32-131 OF THE MADISON CITY CODE OF ORDINANCES ENTITLED "PARKING IN CONFORMITY WITH ESTABLISHED REGULATIONS" BY PROHIBITING PARKING ON A PORTION OF LIFEWAY STREET (FIRST READING)**

First reading only

**FACILITIES AND GROUNDS**

**RESOLUTION NO. 2025-021-R: AWARD OF BID NO. 2024-014-ITB, DUMPSTER SERVICES FOR CITY FACILITIES TO WASTE AWAY GROUP, INC., D/B/A WM, AT PRICES LISTED ON PRICING SHEET PER DUMPSTER PER MONTH (TO BE PAID FROM GENERAL FUND, GENERAL SERVICES ACCOUNT)**

Council Member Powell moved to approve Resolution No. 2025-021-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

**ORDINANCE NO. 2025-024: AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR LEASE AGREEMENT EXTENSION WITH TENANTS OF 28720 HUNTSVILLE BROWNS FERRY ROAD (\$1,500 PER MONTH PAYABLE TO CITY) (FIRST READING)**

First reading only

**PLANNING**

**PROPOSED ORDINANCE NO. 2025-001: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY CLINT AND BRITTANY COGGIN LOCATED AT 145 FIRESTONE DRIVE (FIRST READING 12/09/2024)**

Council Member Wroblewski moved to approve Proposed Ordinance No. 2025-001. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2025-002: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY SHERRY PRICE LOCATED AT 174 FIRESTONE DRIVE (FIRST READING 12/09/2024)**

Council Member Wroblewski moved to approve Proposed Ordinance No. 2025-002. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2024-440: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 102 STILLMEADOW DRIVE, LOT 20 OF HILLTOP RIDGE SUBDIVISION, PHASE 2 (FIRST READING 12/30/2024)**

Council Member Spears moved to approve Proposed Ordinance No. 2024-440. Council Member Powell seconded. The vote was taken and recorded as follows:



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

Motion carried.

**PROPOSED ORDINANCE NO. 2024-441: VACATION OF A DRAINAGE EASEMENT LOCATED WITHIN LOT 3B OF FIRST COMMERCIAL PARK, PHASE 2 SUBDIVISION ON HUGHES ROAD (FIRST READING 12/30/2024)**

Council Member Shaw moved to approve Proposed Ordinance No. 2024-441. Council Member Seifert 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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**PROPOSED ORDINANCE NO. 2024-442: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 116 FOREST GLADE DRIVE, LOT 9 OF OLD IVY SUBDIVISION (FIRST READING 12/30/2024)**

Council Member Wroblewski moved to approve Proposed Ordinance No. 2024-442. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

None

**ADJOURNMENT**

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

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

Motion carried.

The meeting was adjourned at 7:29 p.m.

Minutes No. 2025-01-RG, dated January 13, 2025, read, approved and adopted this 27<sup>th</sup> day of January 2025.

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

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

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

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

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

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

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

Concur:

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

Attest:

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

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



**MINUTES NO. 2025-01-WS  
PUBLIC WORK SESSION OF THE CITY COUNCIL  
OF THE CITY OF MADISON, ALABAMA  
January 13, 2025**

The Madison City Council met for a public work session on Monday, January 13, 2025, at 5:00 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 5:00 p.m. by Council President John Seifert.

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

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

City Officials in attendance were: City Attorney Megan Zingarelli, City Clerk-Treasurer Lisa Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Municipal Records Coordinator Lori Spalding, Information Technology Director Chris White, Information Technology Coordinator Toby Jenkins, Deputy Fire Chief Brandy Williams, City Engineer Michael Johnson, Director of Facilities Gerald Smith, Director of Finance Roger Bellomy, Deputy Court Clerk Beth Bellomy, and Director of Development Services Mary Beth Broeren.

**BallCorps Options**

Mayor Finley opened by explaining there are now three financial options for the BallCorps project. Facilities Director Gerald Smith presented the options:

**Option 1 – Existing Maintenance Facility**

- Convert current maintenance facility area to VLR (\$3 million)
- Build new 5,000 square foot maintenance building across the driveway from the current building (\$1 million)
- Construction schedule 8-10 months (completion April 2026)
- City Council final direction by January 27, 2025
- Advantages:
  - Ability to construct without delay caused by stadium events
  - No disruption to field or concourse area
  - Meets MLB requirements for additional space
- Disadvantage:

- No return on investment

### **Option 2 – 1-Story**

- Estimated cost \$7 million
- Would need to modify contract with architect for 1-story construction drawings by April 2025
- Build VRL in left field
- Removeable outfield fence to accommodate football games
- Ability to add 3 floors in the future
- Completion estimated April 2026
- Advantages:
  - Ability to have football games on field surface
  - Meets MLB requirements for additional space
- Disadvantage:
  - Delay in construction by stadium events

### **Option 3 – 4-Story**

- Estimated cost \$25 million
- Currently under contract with the Architect
- Current schedule
- ERP (demo) bid opening on January 23, 2025
- Release bid package March 12, 2025
- Bid opening April 9, 2025
- Bid award April 28, 2025
- Completion of VLR April 2026, remaining 3 floors January 2027
- Advantage:
  - Increase revenue
- Disadvantage:
  - Delay in construction by stadium events

Council Member Denzine asked, regardless of the option that is decided on, would the contract with Ballcorps change. City Attorney Megan Zingarelli responded saying that there would be some contractual adjustments regardless of the option chosen. Ms. Zingarelli stated if Option 3 was chosen, we are 90% negotiated on that one.

Council Member Shaw went over a financial report showing total revenues expected to be made with each option. Council President Seifert gave each Council Member an opportunity to voice their opinion on what option they are leaning toward. Each Council Member explained their view and the reason behind it.

Council Member Shaw expressed his support in Option Three explaining that he feels with the growth rate tracking the way it is, more revenue would be made over the years, and it would be paying for itself.

Council Member Denzine expressed her support in Option One, explaining she felt it was not in the City's best financial interest to do Options Two or Three stating that the City's money can go toward other debts that are still owed.

Council Member Wroblewski had questions regarding the money that is being invested by Ballcorps. Ms. Wroblewski ultimately expressed her support for Option One, stating she does not want the City to go into more debt. Ms. Wroblewski supports doing what needs to be done with MLB and the maintenance shed and to leave the 4-story option for later in the future.

Mayor Finley expressed his support in Option One, explaining he feels his recommendation is more of a personal recommendation, rather than a Mayor's. He stated that when he found out the structure of the plan was no longer a partnership in growing money together, that all lodging tax and money was going to be paying for the bond, he realized he was looking for something else. He said the Options Two and Three are difficult to do with the flexibility we need and to stay within a reasonable budget.

Council Member Bartlett expressed her concerns on the options presented stating the sales tax revenues in the City have been flat or negative compared to the prior year. Ms. Bartlett says she is concerned about inflation, interest rates, and what it costs. She stated she does not feel that this is the time to be going into debt with such a significant bond payment. Ms. Bartlett stated she is in support of Option One.

Council Member Spears expressed her support in Option Three. Ms. Spears stated the City has continued to do well and is still growing. Ms. Spears states she feels Option One is more of a temporary fix to what needs to be done. She explained the difference between Options One and Two is only \$3 million and that Option Three would give the City the best return on their investment. She feels like Option Three would make the ballfield more attractive for other sport events and company events. Ultimately Council Member Spears stated she feels we need to invest in our City and she chooses Option Three.

Council Member Powell stated his interest in Option Three. Mr. Powell feels that the Council needs to take this opportunity and invest in the stadium.

Council President Seifert expressed his support in Option Three. Mr. Seifert explained the City needs to take a chance and pick the option that will give us the biggest return on our investment. Mr. Seifert stated at this point, there are four Council Members who are in favor of Option 3 and three Council Members in favor of Option One.

## **ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 6:03 p.m.

Minutes No. 2025-01-WS, dated January 13, 2025, read, approved and adopted this 27<sup>th</sup> day of January 2025.

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

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

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

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

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

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

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

Concur:

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

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

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

RESOLUTION NO. 2025-008-R

**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON BEAUTIFICATION AND TREE BOARD FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

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

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

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

**ATTEST:**

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

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

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



STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **MADISON BEAUTIFICATION AND TREE BOARD** (hereinafter “**MBTB**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

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

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

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

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

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

**MADISON BEAUTIFICATION AND TREE BOARD**

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

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

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

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

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

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

## Exhibit A

### Madison Beautification & Tree Board Purpose

*The City of Madison Beautification and Tree Board (MBTB) was established on October 28, 2002, and acts in an advisory capacity to the Mayor and City Council. Its purpose is to enhance the quality of life in Madison through beautification and environmentally friendly practices.*

### Beautification & Tree Board Programs & Projects

- **Beautification Awards Judging**
- **Beautification Award Winners Luncheon**
- **Beautification Awards Sign Placement**
- **Beautification Plaques for Best in Show and Excellence Awards**
- **Fall Tree Plantings in Downtown Madison**
- **Keep Alabama Beautiful Workshops and Projects**
- **Arbor Week Tree Planting**
- **Arbor Week Workshop**
- **Arbor Day Poster Contest for all Madison 5<sup>th</sup> grade students**
- **Tree Education Workshops and Resource Materials**
- **Library Book Donation**
- **Chamber of Commerce Membership**
- **Chamber of Commerce Kids and Business Expo**
- **Zoom Membership for meetings**
- **IT requirements**

RESOLUTION NO. 2025-009-R

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison City Community Orchestra (MCCO) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **four thousand dollars (\$4,000.00)** for FY 25.

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

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

ATTEST:

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

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

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

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

**WITNESSETH:**

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

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

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

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

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



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

**MADISON CITY COMMUNITY ORCHESTRA**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

## EXHIBIT A

Since its founding in 2015, the Madison City Community Orchestra (MCCO) has been actively pursuing its mission of fostering and encouraging the appreciation of music, in all its various forms, with emphasis on orchestral and chamber music. Our goal is to raise the common standard of musical education and enjoyment, and to provide exceptional performances for a broad and diverse public in our city.

Our all-volunteer organization hosts events within the community that foster collaborative growth in the area of the arts. We have participated in the events shown below since our previous proposal to the City of Madison and plan to perform in more events next year.

### MCCO Events

Events Since the Last Budget Request	Event Participation Planned for Upcoming Year
<b>Fall/Winter 2023</b>	<b>Fall/Winter 2024</b>
<ul style="list-style-type: none"> <li>• MCCO Fall Concert</li> <li>• Madison Street Festival Booth</li> <li>• MCCO Christmas Tree</li> <li>• Madison Tree Lighting/Lantern Parade</li> <li>• Madison Christmas Capers</li> <li>• MCCO Winter Concert</li> <li>• Ensemble performances at area assisted living/nursing homes</li> <li>• Various MCCO Chamber and Ensemble performances</li> <li>• Burritt on the Mountain Candlelight Christmas</li> </ul>	<ul style="list-style-type: none"> <li>• MCCO Fall Concert</li> <li>• Madison Street Festival Booth</li> <li>• MCCO Christmas Tree</li> <li>• Madison Tree Lighting/Lantern Parade</li> <li>• Madison Christmas Capers</li> <li>• MCCO Winter Concert</li> <li>• Various MCCO Ensemble and Chamber performances</li> <li>• Ensemble performances at area assisted living/nursing homes</li> <li>• Additional events as information and opportunities becomes available</li> </ul>
<b>Spring/Summer 2023</b>	<b>Upcoming 2025 Season</b>
<ul style="list-style-type: none"> <li>• MCCO Spring Concerts</li> <li>• MCCO Summer Concert</li> <li>• MCCO/MidCity July 4<sup>th</sup> Fireworks Concert</li> <li>• “Be Local Bash” at Madison Public Library</li> </ul>	<ul style="list-style-type: none"> <li>• MCCO Spring Concert – Beethoven Symphony No.</li> <li>• Summer Concert – 80th Anniversary of D-Day</li> <li>• Various MCCO Ensemble and Chamber performances</li> <li>• Additional events as information and opportunities becomes available</li> </ul>

As the majority of our activities are within the confines of the City of Madison and participation is open to community members, the bulk of our expenditures and, thus, any revenue we receive, is directly related to City of Madison citizen participation. In the past year, we have continued to maintain an average of 86 active adult/youth performers. As members of the community continue to add their talents to our group, we must purchase new instruments and equipment to meet our continually changing and expanding requirements. We also have upkeep and maintenance costs associated with instruments and equipment owned by the orchestra.

As we expand our repertoire, new music must be purchased. Each of these items are necessary to continue operation. Therefore, the funding provided by the City of Madison will go towards orchestra needs.

We thank the City of Madison for its continued support to MCCO.

**RESOLUTION NO. 2025-010-R**

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

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Partnership for a Drug-Free Community for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **twenty thousand dollars (\$20,000.00)** for FY 25.

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

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

**ATTEST:**

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

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

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **PARTNERSHIP FOR A DRUG-FREE COMMUNITY** (hereinafter “**Partnership**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that Partnership shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to Partnership the sum of Twenty thousand dollars and no cents (\$20,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. Partnership pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, Partnership agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by Partnership.

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

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

**PARTNERSHIP FOR A DRUG-FREE COMMUNITY**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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



## **EXHIBIT A**

Partnership for a Drug-Free Community (Partnership) is pleased to partner with the City of Madison to continue offering its residents free services that may be life-changing and life saving. Partnership may be providing services to City of Madison residents such as:

Providing peer services and treatment referrals to those with a substance use disorder through the Recovery Resource Hub. For those without insurance, the American Society of Addiction Medicine (ASAM) assessment will be provided to help get Madison residents into state-funded substance use treatment.

Funding will be used to supplement a portion of the salaries of a peer support specialist for the Hub, and up to 50 ASAM assessments.

In addition, funding will be used for program supplies for work with middle and high school students in Madison City Schools through Partnership's Youth Tobacco and Vaping Prevention Program, the Today's Youth, Tomorrow's Leaders program and the Ozzie Opioid Prevention Programs (Ozzie OPPs) for youth in grades 2-12

**RESOLUTION NO. 2025-011-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH U.S. SPACE & ROCKET CENTER FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with U.S. Space & Rocket Center for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **ten thousand dollars (\$10,000.00)** for FY 25.

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

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

**ATTEST:**

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

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

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **U.S. SPACE & ROCKET CENTER** (hereinafter “**USSRC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that USSRC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to USSRC the sum of ten thousand dollars and no cents (\$10,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. USSRC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, USSRC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by USSRC.

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

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

**U.S. SPACE & ROCKET CENTER**

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

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

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

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

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

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

## EXHIBIT A

The U.S. Space & Rocket Center is engaged in the following activities:

- Include Madison businesses in the promotion of **Dare to Explore: Frontiers of Space** which is expected to draw spring and summer visitors to the Madison/Huntsville area, benefiting the restaurants, hotels and shops.
- Offer educational programs, community events, and exhibits that seek to improve the quality of life for the citizens of Madison, while complying with pandemic guidelines issued by the Alabama Department of Public Health.

**RESOLUTION NO. 2025-012-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH RILEY CENTER FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

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

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

---

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

**ATTEST:**

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

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

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*Paul Finley, Mayor*  
City of Madison, Alabama



STATE OF ALABAMA  
  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **RILEY CENTER** (hereinafter “RC”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

**WITNESSETH:**

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that RC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to RC the sum of seven thousand five hundred dollars and no cents (\$7,500.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. RC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, RC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by RC.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by RC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or

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

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

**RILEY CENTER**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

### EXHIBIT A

#### **FUNDING REQUEST & DESCRIPTION OF USE:**

**Goal:** Requested funding will be used to support The Riley Center’s In-Clinic Behavioral Treatment: ABA Therapy Clinic and Assessment Services.

Our goal is to meet the increasing demand for services, and to expedite services to the children currently on our waitlist, by expanding the capacity of The Riley Center’s ABA Clinic while maintaining the integrity of our programming by providing effective therapy with best outcomes for each child, adolescent, young adult, and family.

<b>Resource/Item Requested</b>	<b>Estimated Cost</b>	<b>Purpose and Impact on Providing Services</b>
New Child Assessment, Child/Family Training and Startup Cost	<b>\$1,300</b>	Initial assessment and start up fees can be financially staggering for most families. These are cost that are not covered by insurance or grants. Securing funds to offset these costs is crucial to ensuring the expense is not passed on to families. Amount requested includes required Electronic Medical Records (EMR) data software per child @ \$50 for 11 children; initial parent program training for 10 new families at \$75.
Initial training to certify staff required to provide therapy services	<b>\$1,700</b>	Insurance requires all therapists to be trained and pass a national certification test before providing therapy to children. These costs are not included in patient and client fees as the current financial responsibility is a hardship for families. The amount requested includes testing fees, trainer, and new employee fees for 10 new therapists @ \$170/staff.
Equipment to support additional therapy rooms	<b>\$4500</b>	Materials/Equipment for therapy required (not reimbursed by insurance) for 30 children at \$150 per child. Therapy equipment/materials include: Receptive and expressive ID cards, reasoning/logic manipulatives, app programs for autism; chair, table, storage rack for individual materials.

**Total: \$7,500**

**RESOLUTION NO. 2025-034-R**

**A RESOLUTION RATIFYING AN EMERGENCY PURCHASE OF A MOTORGRADER  
PURSUANT TO ALABAMA CODE SECTION 41-16-53**

**WHEREAS**, the City’s Director of Public Works affirmed that the City’s primary motorgrader, commonly known as a snowplow, was malfunctioning and in danger of causing serious roadway accidents; and

**WHEREAS**, a winter storm with snowfall accumulation was predicted to affect City travel and roadways, and the City needed a functioning motorgrader to plow streets and ensure the public’s safe travel; and

**WHEREAS**, the only source for replacement of this equipment in the Madison area, Thompson Tractor, had a motorgrader available for trade with the City’s existing equipment for a total trade-in cost of \$123,050.00, as shown in the attached quotation dated January 14, 2025; and

**WHEREAS**, the purchase was a sole-source purchase, as well as a purchase of a product related to and having an impact on the security or safety of individuals and infrastructure, and a purchase from a participating Sourcewell purchasing cooperative vendor, to which the competitive bidding requirements of Title 41 do not apply (see §41-16-51(13), (15), and (16) of the Code of Alabama); and

**WHEREAS**, the City’s Director of Finance certified that the purchase qualified as an emergency purchase exempt from the competitive bidding requirements of Title 41 of the Code of Alabama; and

**WHEREAS**, the Public Works Director has requested that the City Council adopt this resolution to ratify the emergency purchase and reasons for taking the action pursuant to Alabama Code Section 41-16-53;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that it hereby ratifies the Public Works Department’s purchase of a CAT Motorgrader from Thompson Tractor in the amount of one hundred twenty three thousand and fifty dollars (\$123,050) pursuant to a January 15, 2025, purchase order issued by the Finance Department and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take any further necessary and appropriate actions to effectuate and validate payment for such purpose.

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

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

**ATTEST:**

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

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

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



PROPOSAL/EQUIPMENT ORDER

Print Date:	1/14/2025
Quote No.:	4973309645-3
Customer No:	5105500
Valid Until:	2/6/2025
PO:	
Salesman:	Ross C Sisty
Phone:	256-616-1857

**PURCHASER**  
**CITY OF MADISON**  
 100 HUGHES RD  
 MADISON AL 35758

**SHIP TO**  
**CITY OF MADISON**  
 100 HUGHES RD  
 MADISON AL 35758

Caterpillar 140 SN: N9400405 EQN218168 \$233,000.00  
**USED 2020 CATERPILLAR 140 MOTORGRADER W/ MID-MOUNT SCARIFIER**  
 Current SMU: 2829

WARRANTY: 1 YEAR/ 1000 HOUR PWT FROM TIME OF SALE

**EQ TRADE IN CATERPILLAR 12M B9F01302** (\$109,950.00)

*\*Sales Total Reflects Sourcewell Pricing for Used Equipment. Contract# 062320-CAT \**

<b>Sales Subtotal</b>	123,050.00
<b>Tax Subtotal</b>	0.00
<b>Total</b>	123,050.00

**Prices, Taxes and Availability are subject to change**

The Equipment purchased hereunder will be delivered to Purchaser at \_\_\_\_\_ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies:  (Mark box if applicable.)

Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in the preceding sentence and a separate delivery charge is shown above. Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

**This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ TTCO: \_\_\_\_\_



## TERMS AND CONDITIONS

1. **EXECUTION OF OTHER DOCUMENTS.** If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.
2. **RISK OF LOSS; INSURANCE.** The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.
3. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation. New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties. Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment. With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller. The forgoing provisions are in lieu of all other warranties, express or implied. **SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT.** In no event will Seller be liable for any special or consequential damages sustained by Purchaser, even if Seller had reason to know of them. Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.
4. **PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE.** Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.
5. **SELLER'S RESERVATION OF TITLE.** Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.
6. **INTEREST AFTER DEFAULT.** After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.
7. **COLLECTION COSTS.** Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.
8. **ARBITRATION OF DISPUTES.** Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.
9. **NO ADDITIONAL OR DIFFERENT TERMS.** If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

**10. Notice of Thompson Tractor Co., Inc. and Caterpillar, Inc. Customer Data and Telematics****Data Privacy Statements Customer Data**

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information allows for identifying and contacting a customer such as name, address, phone number and email address.

**Telematics Data**

In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

<https://digitalauthorizationtool.cat.com/>

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at [www.thompsontractor.com](http://www.thompsontractor.com)

Initial: \_\_\_\_\_

**Ship To**  
Public Works Department  
City of Madison  
240 Palmer Road  
Madison, AL 35758

**Bill To**  
Accounts Payable  
City of Madison  
100 Hughes Road  
Madison, AL 35758

**Purchase Order**  
**No.** 2025-00000566  
**DATE** 01/15/2025

**VENDOR** 1655 - Thompson Tractor\*

This purchase is tax exempt for the City of Madison under State of Alabama law no.40-23-4(11)

**NON-NEGOTIABLE**

**Contact**  
Thompson Tractor\*  
3600 Governors Drive  
HUNTSVILLE, AL 35805



**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
PAGE 1 of 1

**REFERENCE #**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - CAT used 2020 Motorgrader W/ Mid-Mount Scarifier 10-010-000-2951-00 - Capital Outlay 123,050.00	123,050.0000	\$123,050.00
			TOTAL DUE	\$123,050.00

*Roger Bellomy/jk*

Purchasing Agent Signature

Special Instructions

1. Purchase order numbers must appear on invoices and shipping labels
2. No consolidated statements will be paid
3. No Invoices will be processed without a purchase order number
4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above

# Construction EquipmentGuide.com



Examples: 'Bobcat Skid Steers', 'Komatsu Dealers', 'Groff Tractor', 'Cat 316', 'Today:'

Search

[CATEGORIES](#) → [MOTOR GRADERS](#) → [CATERPILLAR 140M](#)

## Caterpillar 140M Motor Grader



**CATEGORY:** [MOTOR GRADERS](#) →

**MANUFACTURER:** [CATERPILLAR](#) →

**MODEL:** [140M](#) →

Introducing the Caterpillar 140M Motor Grader, a robust heavy equipment machine built to tackle the toughest grading tasks with ease and efficiency. Boasting a powerful Cat C7 ACERT engine, this motor grader offers a net power range of 183 horsepower and a maximum blade position angle of 90 degrees. With a wide range of operating specifications, including an eight-speed forward and six-speed reverse

transmission, hydraulic system pump flow of 55.7 gpm, and a fuel capacity of 110 gallons, the Caterpillar 140M is equipped to handle any job, big or small. Whether you're working on construction, road maintenance, or landscaping projects, this motor grader provides exceptional performance and reliability to get the job done right.

[See all Caterpillar 140Ms for sale](#)

## General Specifications

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### Blades

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<b>Blade Tip Range - Backward</b>	5 degrees
<b>Blade Tip Range - Forward</b>	40 degrees
<b>Circle Centershift - Left</b>	27 in (70 cm)
<b>Circle Centershift - Right</b>	29 in (73 cm)
<b>Maximum Blade Position Angle</b>	90 degrees
<b>Maximum Depth of Cut</b>	28 in (71 cm)
<b>Maximum Lift Above Ground</b>	19 in (48 cm)
<b>Maximum Shoulder Reach Outside of Tires - Left</b>	71 in (179 cm)
<b>Maximum Shoulder Reach Outside of Tires - Right</b>	78 in (198 cm)
<b>Moldboard Sideshift - Left</b>	20 in (51 cm)
<b>Moldboard Sideshift - Right</b>	26 in (66 cm)

## Circle

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<b>Blade Tip Angle - Front</b>	40 degrees
<b>Blade Tip Angle - Rear</b>	5 degrees
<b>Diameter</b>	60 in (153 cm)
<b>Max Reach Outside Tires - Left</b>	71 in (179 cm)
<b>Max Reach Outside Tires - Right</b>	78 in (198 cm)
<b>Shift Left</b>	27 in (70 cm)
<b>Shift Right</b>	29 in (73 cm)

## Dimensions

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<b>Blade Base</b>	8 ft (3 m)
<b>Front Ground Clearance</b>	2 ft (1 m)
<b>Ground Clearance - Rear Axle</b>	13 in (34 cm)
<b>Height - Exhaust Stack</b>	121 in (307 cm)
<b>Height - Front Axle Center</b>	24 in (60 cm)
<b>Height - Top of Cab</b>	130 ft (40 m)
<b>Height - Top of Cylinders</b>	119 in (302 cm)
<b>Height to Top of Isomount Cab</b>	11 ft (3 m)
<b>Length - Between Tandem Axles</b>	60 in (152 cm)
<b>Length - Front Axle to Mid Tandem</b>	241 in (612 cm)

<b>Length - Front Axle to Moldboard</b>	100 in (254 cm)
<b>Length - Front Tire to Rear of Machine</b>	344 in (874 cm)
<b>Overall Length</b>	29 ft (9 m)
<b>Rear Ground Clearance</b>	1 ft (0 m)
<b>Tandem Axle Wheelbase</b>	5 ft (2 m)
<b>Wheelbase</b>	20 ft (6 m)
<b>Width - Outside Front Tires</b>	98 in (249 cm)
<b>Width - Outside Rear Tires</b>	98 in (249 cm)
<b>Width - Tire Center Lines</b>	84 in (213 cm)
<b>Width Over Tires</b>	8 ft (2 m)
<b>Engine</b>	
<b>Base Power (1st Gear) - Net</b>	183 hp (136 kw)
<b>Base Power (1st Gear) - Net - Metric</b>	186 hp (139 kw)
<b>Bore</b>	4 in (11 cm)
<b>Derating Altitude</b>	10,000 ft (3,048 m)
<b>Displacement</b>	439 cu in (7,194 cu cm)
<b>Emissions</b>	Emissions equivalent to U.S. EPA Tier 3 and EU Stage IIIA.
<b>Engine Model</b>	Cat C7 ACERT
<b>High - Ambient Capability</b>	122 degrees

<b>High Ambient - Fan Speed - Maximum</b>	1650 rpm
<b>High Ambient - Fan Speed - Minimum</b>	600 rpm
<b>Max Power</b>	183 hp (136 kw)
<b>Net Power Gears 7-8</b>	183 hp (136 kw)
<b>Number of Cylinders</b>	6
<b>Power Measured @</b>	2000 rpm
<b>Speed at Rated Power</b>	2000 rpm
<b>Standard - Ambient Capability</b>	109 degrees
<b>Standard - Fan Speed - Maximum</b>	1450 rpm
<b>Standard - Fan Speed - Minimum</b>	600 rpm
<b>Stroke</b>	5 in (13 cm)
<b>Torque Rise - V Plus</b>	39%
<b>V Plus Range - Net</b>	136-174 kW (183-233)
<b>V Plus Range - Net - Metric</b>	136-174 kW (186-237)

## Frame

<b>Circle - Blade Beam Thickness</b>	2 in (4 cm)
<b>Circle - Diameter</b>	60 in (153 cm)
<b>Drawbar - Height</b>	6 in (15 cm)
<b>Drawbar - Width</b>	3 in (8 cm)

<b>Front Axle - Height to Center</b>	23 in (58 cm)
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<b>Front Axle - Total Oscillation per Side</b>	32 degrees
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<b>Front Axle - Wheel Lean - Left/Right</b>	18 degrees
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<b>Front Frame Structure - Height</b>	12 ft (4 m)
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<b>Front Frame Structure - Width</b>	12 ft (4 m)
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## Front Axle

<b>Ground Clearance</b>	2 ft (1 m)
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<b>Oscillation - Total</b>	32 degrees
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<b>Wheel Lean</b>	18 degrees
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## Hydraulic System

<b>Circuit Type</b>	Electro-hydraulic load sensing closed center
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<b>Maximum System Pressure</b>	3500 psi
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<b>Pump Flow</b>	56 gpm (211 lpm)
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<b>Pump Output</b>	56 gpm (211 lpm)
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<b>Pump Type</b>	Variable piston
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<b>Relief Valve Pressure</b>	3500 psi
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<b>Standby Pressure</b>	450 psi
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## Moldboard



<b>Arc Radius</b>	16 in (41 cm)
<b>Blade Pull - Base GVW</b>	24,294 lbs (11,020 kg)
<b>Blade Pull - Maximum GVW</b>	31,758 lbs (14,405 kg)
<b>Blade Pull at Max Weight</b>	45,788 lbs (20,769 kg)
<b>Blade Width</b>	12 ft (4 m)
<b>Cutting Edge Thickness</b>	1 in (2 cm)
<b>Cutting Edge Width</b>	6 in (15 cm)
<b>End Bit - Thickness</b>	1 in (2 cm)
<b>End Bit - Width</b>	6 in (15 cm)
<b>Max Depth of Cut</b>	28 in (71 cm)
<b>Moldboard - Height</b>	24 in (61 cm)
<b>Moldboard - Thickness</b>	1 in (2 cm)
<b>Moldboard - Width</b>	12 ft (4 m)
<b>Moldboard Height</b>	24 in (61 cm)
<b>Moldboard Length</b>	12 ft (4 m)
<b>Moldboard Thickness</b>	1 in (2 cm)
<b>Moldboard Width</b>	12 ft (4 m)
<b>Side Shift Left</b>	20 in (51 cm)
<b>Side Shift Right</b>	26 in (66 cm)
<b>Throat Clearance</b>	7 in (17 cm)

## Operating Specifications

<b>Articulation Angle - Left/Right</b>	20 degrees
<b>Circle Gearbox Fluid Capacity</b>	2 gal (7 l)
<b>Cooling System Fluid Capacity</b>	12 gal (47 l)
<b>Forward - 1st</b>	3 mph (4 kph)
<b>Forward - 2nd</b>	3 mph (5 kph)
<b>Forward - 3rd</b>	5 mph (8 kph)
<b>Forward - 4th</b>	7 mph (11 kph)
<b>Forward - 5th</b>	11 mph (17 kph)
<b>Forward - 6th</b>	15 mph (23 kph)
<b>Forward - 7th</b>	20 mph (32 kph)
<b>Forward - 8th</b>	29 mph (47 kph)
<b>Fuel Capacity</b>	110 gal (416 l)
<b>Hydraulic System Fluid Capacity</b>	16 gal (60 l)
<b>Max Operation Weight - Front Axle</b>	17,908 lbs (8,123 kg)
<b>Max Operation Weight - Rear Axle</b>	32,967 lbs (14,954 kg)
<b>Max Operation Weight - Total</b>	50,875 lbs (23,077 kg)
<b>Operating Weight</b>	33,356 lbs (15,130 kg)
<b>Rear Diff/Final Drive Fluid Capacity</b>	17 gal (65 l)
<b>Reverse - 1st</b>	2

<b>Reverse - 2nd</b>	4 mph (6 kph)
<b>Reverse - 3rd</b>	5 mph (9 kph)
<b>Reverse - 4th</b>	8 mph (14 kph)
<b>Reverse - 5th</b>	16 mph (25 kph)
<b>Reverse - 6th</b>	23 mph (37 kph)
<b>Std Operation Weight - Front Axle</b>	9,173 lbs (4,161 kg)
<b>Std Operation Weight - Rear Axle</b>	24,183 lbs (10,969 kg)
<b>Std Operation Weight - Total</b>	33,356 lbs (15,130 kg)
<b>Steering Range - Left/Right</b>	47.5 degrees
<b>Tandem Case Fluid Capacity (each)</b>	17 gal (64 l)
<b>Top Speed - Forward</b>	29 mph (47 kph)
<b>Top Speed - Reverse</b>	23 mph (37 kph)
<b>Turning Radius - Outside Front Tires</b>	25 ft (8 m)

## Power Train

<b>Brakes - Parking</b>	Multiple oil disc
<b>Brakes - Secondary</b>	Dual circuit control system
<b>Brakes - Service</b>	Multiple oil disc
<b>Brakes - Service - Surface Area</b>	3,565 cu in (58,420 cu cm)
<b>Forward/Reverse Gears</b>	8 Forward/6 Reverse

<b>Transmission</b>	Direct drive power shift countershaft
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## Ripper

<b>Machine Length Increase, Beam Raised</b>	36 in (92 cm)
<b>Penetration Force</b>	20,540 lbs (9,317 kg)
<b>Pry-Out Force</b>	26,259 lbs (11,911 kg)
<b>Ripper Shank Holder Spacing</b>	21 in (53 cm)
<b>Ripper Shank Holders</b>	5
<b>Ripping Depth - Maximum</b>	17 in (43 cm)

## Scarifier

<b>Front, V-Type, 5 or 11 Tooth - Scarifier Shank Holder Spacing</b>	5 in (12 cm)
<b>Front, V-Type, 5 or 11 Tooth - Scarifying Depth, Maximum</b>	18 in (47 cm)
<b>Front, V-Type, 5 or 11 Tooth - Working Width</b>	47 in (120 cm)
<b>Mid, V-Type - Scarifier Shank Holder Spacing</b>	5 in (12 cm)
<b>Mid, V-Type - Scarifier Shank Holders</b>	11
<b>Mid, V-Type - Scarifying Depth, Maximum</b>	12 in (29 cm)
<b>Mid, V-Type - Working Width</b>	47 in (118 cm)
<b>Rear - Scarifier Shank Holder Spacing</b>	11 in (27 cm)
<b>Rear - Scarifier Shank Holders</b>	9

<b>Rear - Scarifying Depth, Maximum</b>	11 in (27 cm)
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<b>Rear - Working Width</b>	91 in (231 cm)
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## Service Refill

<b>Circle Drive Housing</b>	2 gal (7 l)
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<b>Cooling System</b>	11 gal (40 l)
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<b>Engine Oil</b>	7 gal (25 l)
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<b>Front Wheel Spindle Bearing Housing</b>	0 gal (1 l)
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<b>Fuel Capacity</b>	110 gal (416 l)
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<b>Hydraulic System - Tank</b>	17 gal (64 l)
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<b>Tandem Housing - Each</b>	17 gal (64 l)
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<b>Transmission - Differential - Final Drives</b>	17 gal (64 l)
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## Standards

<b>Brakes</b>	ISO 3450:1996
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<b>ROPS/FOPS</b>	ISO 3471:2008 ISO 3449:2005 Level II
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<b>Sound</b>	ISO 6394:2008 ISO 6395:2008
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<b>Steering</b>	ISO 5010:2007
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## Steering System

<b>Articulation Angle</b>	20 degrees
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<b>Turning Radius</b>	26 ft (8 m)
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## Tandems

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<b>Drive Chain Pitch</b>	2 in (5 cm)
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<b>Height</b>	20 in (51 cm)
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<b>Sidewall Thickness - Inner</b>	1 in (2 cm)
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<b>Sidewall Thickness - Outer</b>	1 in (2 cm)
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<b>Tandem Oscillation - Front Down</b>	25 degrees
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<b>Tandem Oscillation - Front Up</b>	15 degrees
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<b>Wheel Axle Spacing</b>	60 in (152 cm)
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<b>Width</b>	8 in (20 cm)
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## Transmission

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<b>Max Speed - Forward</b>	29 mph (47 kph)
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<b>Max Speed - Reverse</b>	23 mph (37 kph)
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<b>Number of Gears - Forward</b>	8
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<b>Number of Gears - Reverse</b>	6
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<b>Transmission Type</b>	direct drive power shift countershaft
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## Weights

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<b>Gross Vehicle Weight - Base - Front Axle</b>	9,561 lbs (4,337 kg)
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<b>Gross Vehicle Weight - Base - Rear Axle</b>	26,993 lbs (12,244 kg)
<b>Gross Vehicle Weight - Base - Total</b>	36,554 lbs (16,581 kg)
<b>Gross Vehicle Weight - Maximum - Front Axle</b>	16,606 lbs (7,532 kg)
<b>Gross Vehicle Weight - Maximum - Rear Axle</b>	35,287 lbs (16,006 kg)
<b>Gross Vehicle Weight - Maximum - Total</b>	51,893 lbs (23,538 kg)
<b>Gross Vehicle Weight - Typically Equipped</b>	41,868 lbs (18,991 kg)
<b>Gross Vehicle Weight - Typically Equipped - Front Axle</b>	11,716 lbs (5,314 kg)
<b>Gross Vehicle Weight - Typically Equipped - Total</b>	41,868 lbs (18,991 kg)
<b>Operating Weight - Typically Equipped</b>	41,868 lbs (18,991 kg)

### **Caterpillar 140Ms currently for sale**

A Caterpillar 140M From Empresas MATCO SA. de CV. for \$300,000.00 USD

A 2017 Caterpillar 140M From Brandt Tractor LTD for \$179,478.00 USD

A Caterpillar 140M From Butler Machinery for \$193,000.00 USD

A 2010 Caterpillar 140M From Korpan Tractor for \$112,739.00 USD

## A Caterpillar 140M From Finning CAT for \$150,000.00 USD



### Our Main Office

Construction Equipment Guide  
470 Maryland Drive  
Fort Washington, PA 19034  
800-523-2200

### About Us

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**ORDINANCE NO. 2025-027**

**AN ORDINANCE TO AMEND ORDINANCE NO. 2011-299  
ESTABLISHING POLLING LOCATIONS FOR MUNICIPAL ELECTIONS  
IN THE CITY OF MADISON, ALABAMA, TO CHANGE POLLING  
LOCATION FOR LIMESTONE COUNTY PORTIONS OF  
DISTRICTS 1, 2, AND 4 TO JAMES CLEMENS HIGH SCHOOL**

**WHEREAS**, the Code of Alabama, Section 11-46-24 gives the City the authority to establish polling locations for each Council District, and Section 11-46-24.1 provides that the governing body of a Class 8 municipality, such as the City of Madison, for the purpose of designating voting places in a municipal election may provide by ordinance for the combination of any district; and

**WHEREAS**, Code of Alabama, Section 17-6-4(d) requires any changes in designated polling places to occur no later than three months before an election is to be held, which is May 26, 2025 this year; and

**WHEREAS**, in Ordinance No. 2011-299 the City Council established a single polling location, which has been the Lamb of God Lutheran Church located at 11716 County Line Road, for portions of the City that are located in Limestone County, and said location has become insufficient for public convenience and traffic management; and

**WHEREAS**, the City Council desires to change the polling location for voters who live in Limestone County in District 1, District 2, and District 4 to James Clemens High School; and

**WHEREAS**, said polling location will be utilized not only for the upcoming general municipal election but also for future elections; and

**WHEREAS**, the adjustment hereinafter directed may be made without changing or affecting in any respect the voting district of any resident of the City of Madison;

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

Ordinance No. 2011-299, as amended by Ordinance No. 2020-15, which changed the District 6 voting location, is hereby amended to provide for polling locations as follows:

<b>District 1:</b>	Faith Lutheran Church 660 Gillespie Road (Madison County portion of District)
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James Clemens High School  
11306 County Line Road  
(Limestone County portion of District)

**District 2:**

Madison Baptist Church  
840 Balch Road  
(Madison County portion of District)

James Clemens High School  
11306 County Line Road  
(Limestone County portion of District)

**District 4:**

Madison City Hall  
100 Hughes Road  
(Madison County portion of District)

James Clemens High School  
11306 County Line Road  
(Limestone County portion of District)

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

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

**RESOLUTION NO. 2025-029-R****RESOLUTION TO AWARD BID NO. 2025-002-ITB  
FOR PALMER PARK PEDESTRIAN BRIDGES**

**WHEREAS**, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2025-002-ITB for the Palmer Park Pedestrian Bridges (herein "the Project"); and

**WHEREAS** all sealed Bids were timely submitted, opened, and read on or about January 22, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

**WHEREAS**, after a complete review and consideration of all Bids submitted, City staff has informed the City Council that **Lambert Contracting, LLC** is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

**WHEREAS**, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **Lambert Contracting, LLC** on behalf of the City;

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

**SECTION 1.** That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

**SECTION 2.** That award of this Project is hereby made to **Lambert Contracting, LLC** as the lowest responsible, responsive bidder in the Bid amount of **three hundred fifty thousand five hundred four dollars and sixty-four cents (\$350,504.64)**, such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

**SECTION 3.** That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Lambert Contracting, LLC** of the City's intention to award and are also authorized to proceed with review, completion, and submittal of all contractual matters required by those plans and specifications agreed upon.

**SECTION 4:** That this award is conditioned upon **Lambert Contracting, LLC** completing and submitting to the City such documents, information, and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39, and the Contract contemplated therein.

**SECTION 5.** That upon request and notification from the appropriate City representatives that the Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama, with **Lambert Contracting, LLC** for execution of the Project for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

**SECTION 6:** That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Lambert Contracting, LLC** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

**READ, PASSED, AND ADOPTED** this 27th day of January 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 January 2025.

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



**2025-002-ITB / Palmer Park Pedestrian Bridges**  
**Issued January 1, 2025**

**BID TABULATION**

<b>BIDDER NAME</b>	Lambert Contracting, LLC	Miller & Miller, Inc.
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y
BID BOND	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y
CERTIFICATE OF INSURANCE	Y	Y
E-VERIFY ENROLLMENT	Y	Y
ACKNOWLEDGED ADDENDUM #1	Y	Y
<b>TOTAL BASE BID</b>	\$350,504.64	\$451,922.00

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

*Alicia Walden*

Alicia Walden  
 Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 22<sup>nd</sup> day of January, 2025.

*Kristen N. Bess*  
 Notary Public

**Addendum #1 - Updated Bidder Pricing Sheet**  
 2025-002-ITB / Palmer Park Pedestrian Bridges (22-006(A))

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Mobilization	1	LS	\$32,109.23	\$32,109.23
2	Unclassified Excavation (Includes Topsoil Stripping)	168	CY	\$9.87	\$1,658.16
3	Asphalt Removal and Haul Off	135	SY	\$6.58	\$888.30
4	Concrete Removal	1	LS	\$2,957.24	\$2,957.24
5	Concrete Removal and Haul Off (Ex. Sidewalk)	241	SY	\$9.87	\$2,378.67
6	Crushed Aggregate Base Course, Type B, Plant Mixed, 5.0" Compacted Thickness	449	SY	\$18.08	\$8,117.92
7	6" Thick Concrete for New Sidewalk	370	SY	\$147.26	\$54,486.20
8	Bermuda Sod	217	SY	\$11.14	\$2,417.38
9	Rip-Rap Class II	200	TON	\$56.40	\$11,280.00
10	Filter Fabric Under Rip-Rap	267	SY	\$0.99	\$264.33
11	TYPE "B" Silt Fence (includes materials, installation, maintenance and removal)	900	LF	\$9.87	\$8,883.00
12	Installation of Pedestrian Bridges, Includes All Incidentals & Pouring of Concrete Decks, Complete in place	2	EA	\$49,131.63	\$98,263.26
13	Bridge Abutments, Complete in Place	4	EA	\$20,763.96	\$83,055.84
14	Re-establishment of Staging Area	1	LS	\$5,709.27	\$5,709.27
15	Bollards	8	EA	\$1,004.48	\$8,035.84
				<b>SUBTOTAL</b>	<b>\$320,504.64</b>
16	Contingency (subject to owner approval)	1	EA	\$30,000.00	\$30,000.00

<b>TOTAL</b>	<b>\$350,504.64</b>
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**ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.**

Bidder Name: Lambert Contracting LLC  
 Address: 31303 US Hwy 72  
 City/State/Zip: Hollywood, AL 35752

I, Cody E. Lambert as Sole Managing Member for the above named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Date: 1/22/25 Signature of Authorized Representative: Cody E. Lambert

**ORDINANCE NO. 2025-023**

**AN ORDINANCE AMENDING SECTION 32- 131 OF THE MADISON CITY CODE ENTITLED “PARKING IN CONFORMITY WITH ESTABLISHED REGULATIONS”**

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

**Section 1.** That Section 32-131 entitled “Parking in conformity with established regulations” of the *Code of Ordinances, City of Madison, Alabama* is hereby amended to insert an additional line item in alphabetical order within the table of subsection (b) to restrict parking on Lifeway Street.

**Section 2.** That Section 32-131 of the Madison City Code under the subsection entitled “Parking in Conformity with Established Regulations” is hereby amended to include:

<b>Street Name</b>	<b>Where Parking Restricted</b>	<b>When Parking Restricted</b>
Lifeway Street	Eastbound from the corner of Sullivan Street approximately 360 feet to end of the median taper	anytime

**Section 3.** That each and every provision of this Ordinance is hereby declared to be an independent provision, and the holding of any provision hereof to be void or invalid for any reason shall not affect any other provision hereof.

**Section 4.** No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

**Section 5.** This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

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

---

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



**RESOLUTION NO. 2025-030-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 civil engineering design services for proposed improvements to the north entrance of Palmer Park, 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 27<sup>th</sup> day of January 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 January 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 proposed improvements to the north entrance of Palmer Park; 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 proposed north entrance improvements to Palmer Park, said designs to be prepared according to the Consultant’s proposal dated December 31, 2024 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.
  
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall

be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- C. Consultant shall ensure that all designs created as a result of this agreement comply with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

## **SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES**

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **twenty-nine thousand seventy-eight dollars (\$29,078.00)**, 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 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: \_\_\_\_\_

STATE OF ALABAMA §  
§  
COUNTY OF MADISON §

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

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

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



**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 \_\_\_\_\_,  
2025

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



December 31, 2024

City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Attention: Mr. Gerald Smith

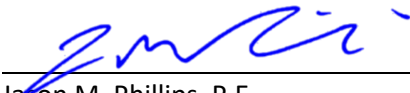
Subject: North Entrance Improvements  
Palmer Park  
Madison, Alabama  
Proposal No.: J-24076-1

Dear Mr. Smith;

J.M. Phillips Engineering, LLC is pleased to present this proposal for Civil Engineering Design Services for the proposed improvements to the north entrance of Palmer Park at Palmer Road 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**



---

Jason M. Phillips, P.E.  
President

**ATTACHMENT A****SCOPE OF SERVICES****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. Site Demolition Plan;
- b. Site Development Plan;
- c. Site Layout Plan;
- d. Site Grading and Drainage Plan;
- e. Site Utility Plan;
- f. Phased Erosion Control Plans;
- g. Construction Details;
- h. Hydraulic/ Hydrologic Modeling, Design, and Report
- i. Construction Reviews/ Administration

**LANDSCAPE DESIGN**

A landscape and irrigation design will be prepared for the proposed improved site. The planting plan will show the location of all trees, shrubs, groundcovers, seasonal color bed locations and grass to be used. All plants will be properly spaced and labeled on the plan. A plant list / cost estimate showing quantities, sizes and root types will be provided for use in comparing competitive landscape contractor bids. Detail drawings will be provided for all plant material installation. The final irrigation plan will show and specify all required equipment for a full operating system. Irrigation plans will cover all site landscape areas. Water saving heads and nozzles will be used in the design of the system to reduce the potable water for the site. Irrigation details and specifications will be provided for proper installation. Limited hardscape design is included for the patio and drop off area.

## 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. Specifications will be made on the design plans.
- 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:

- Surveying 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
- 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	CIVIL ENGINEERING DESIGN	\$ 17,940.00
2	LANDSCAPE DESIGN	\$ 8,050.00
3	CBMPP AND ADEM NOI SUBMITTAL	\$ 2,530.00
4	ADEM NOT - PERMIT VOLUNTARY TERMINATION	\$ 558.00
<b>TOTAL</b>		<b>\$ 29,078.00</b>

**HOURLY RATES AND MATERIALS**

**Engineering**

Principal Engineer	\$180 / hour
Senior Project Manager	\$160 / hour
Project Manager	\$140 / hour
Draftsman	\$100 / hour
Courier or Administrative	\$65 / 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

**ORDINANCE NO. 2025-024**

**AUTHORIZING A LEASE AGREEMENT  
WITH TENANTS OF 28720 HUNTSVILLE BROWNS FERRY ROAD**

**WHEREAS**, pursuant to Resolution No. 2023-420-R, the City accepted the dedication of approximately 23 acres of land located south of Huntsville Browns Ferry Road for the purpose of adding additional City park land; and

**WHEREAS**, a residential dwelling is located on a portion of said property at the address of 28720 Huntsville Browns Ferry Road; and

**WHEREAS**, said residence is currently occupied by three tenants, and the City entered into a lease agreement with said tenants last year and desires to extend the term of the lease for one year; and

**WHEREAS**, the City does not currently need the residential dwelling on the property for public or municipal purposes, and Section 11-47-21 of the Code of Alabama provides that a governing body of a City may by ordinance lease any real property not needed for public or municipal purposes;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a One-Year Lease Agreement with the current tenants from February 1, 2025, through January 31, 2026, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "One-Year Lease Agreement."

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this \_\_\_\_ day of January 2025.

This Ordinance shall become effective immediately upon its adoption and proper publication as required by law.

\_\_\_\_\_  
*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 January 2025.

---

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

STATE OF ALABAMA  
COUNTY OF MADISON

**ONE-YEAR LEASE AGREEMENT**

THIS ONE-YEAR LEASE AGREEMENT is made effective as of January 31, 2025, by and between the City of Madison, Alabama (herein "Lessor") and Daniel Baskin, Micah Hardyman, and Isaiah Hardyman (herein "Lessees") for the use of property located at 28720 Huntsville Browns Ferry Road, Madison, Alabama 35756 (the "Property"). The terms and conditions of this lease are as follows:

- 1. **TERM:** This is a one-year Lease effective February 1, 2025, and ending January 31, 2026, for the Property, which is depicted in Exhibit A to this Lease. The Lease may not be renewed for any additional terms without the written consent of the City.
  
- 2. **RENT:** Lessees agree to pay Lessor as rent the sum of \$1,500.00 DOLLARS per month payable in advance of the first day of each month. If any payment has not been paid for more than seven (7) days past the first day of each month Lessees agree to pay a late fee of five (5) percent of the rent.
  
- 3. **USE OF PREMISES:** Lessees shall fully and promptly comply with the valid requirements of public authorities regarding the manner of the conduct of Lessees' possession of the Property. Lessee agrees to use the Property only for residential purposes, with any change in use to be approved in advance and in writing by Lessor. Lessees shall not possess, store, or use any hazardous materials on the property, including but not limited to, gasoline, fireworks, and other highly flammable or explosive materials. Lessees agree not to engage in any illegal activities on the property.



4. **CARE OF PREMISES:** Lessees shall not permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about said premises which shall cause, or be likely to cause, injury or damage to any person or to said premises or to the building. Lessees agree to permit no waste of the property but to take good care of same and upon termination of this Lease, to surrender possession of same without notice, in as good condition as at the commencement of the initial term, reasonable wear and tear expected.
  
5. **RESPONSIBILITY FOR DAMAGES:** Lessees agree that any substantial damage to the property caused during the Lessees' occupancy of the Property shall be the responsibility of the Lessees. The parties acknowledge that ordinary wear and tear is expected to the property; however, the Lessor shall decide in its sole discretion what constitutes substantial damage pursuant to this Agreement. Lessor shall not be liable for any loss of any property of the Lessees from said premises or for any damage to any property of the Lessees, however occurring, except only such damage in the latter instance as may result directly from the failure of the Lessor to perform an act required of it under the terms of this agreement. Lessor shall not be liable for any damage caused by, or growing out of leaks in roof, or any defect in said building, or in said premises, or caused by, or growing out of fire, rain, wind or other causes.
  
6. **ENTRY BY LESSOR:** Lessor, its agents and representatives at all reasonable times, may enter said premises for the purpose of (1) inspection thereof, (2) making repairs, replacements, alterations, or additions to said premises or building, (3) exhibiting the premises to prospective tenants, purchasers, or other persons, and (4) to decorate, remodel, alter or otherwise prepare the premises for re-occupancy, and any such entry by or on behalf of the Lessor shall not be or constitute an eviction, partial eviction, or deprivation of any right of Lessees, and shall not alter the obligation of Lessees hereunder or create any right in Lessee adverse to the interest of Lessor.

7. **UTILITIES AND SERVICE:** Lessor shall pay, when due, all bills for gas, water, electricity, and other utilities used on the premises.
8. **RENTAL INSURANCE & INDEMNIFICATION:** Lessees shall purchase and maintain a renters insurance policy with minimum coverage of one hundred thousand dollars (\$100,000) for general liability per occurrence and shall maintain such coverage throughout the term of this Lease. Lessees shall have Lessor named as an additional insured by applicable endorsement and shall provide a certificate of insurance to the Lessor within ten (10) business days of commencement of this Lease. Said policy shall include a waiver of subrogation clause in favor of the Lessor, meaning that the insurance company cannot seek recovery from the Lessor for any claims paid under the policy. Lessees agree to indemnify and hold the Lessor harmless against all losses, damages, liabilities, claims, and expenses (including attorneys' fees) incurred by the Lessor arising out of or related to the Lessees' use or occupancy of the Property. This indemnification shall survive the termination of this Agreement.
9. **ASSIGNMENT OR SUBLETTING:** Lessees shall not have the right to assign this Lease or sublet all or any part of the Property without first obtaining the written consent of Lessor to said assigning or subletting.
10. **END OF LEASE.** If this Lease is not renewed or extended by mutual written agreement of the parties, the lease will automatically terminate at 11:59 AM on the last day of the Term. Lessees agree to vacate and surrender possession of the premises to the Lessor no later than 11:59 AM on the end date. Failure to vacate the Property by the end of the Term may result in the Lessees being deemed a holdover tenant, subject to additional rent and legal consequences, as permitted by Governing Law. Lessees are required to remove all personal belongings, leave the Property in good condition, and return all keys and access devices to the Lessor upon vacating.

11. **DEFAULT.** In the event that Lessees violate a term of this Lease and fail to cure said violation within ten (10) days' notice from Lessor or Lessees fail to pay the one-month installments of rent for a period of more than ten (10) days after same shall become due, the parties acknowledge such violation or failure to pay the rent shall be grounds for immediate eviction and termination of this lease. Upon termination, Lessees shall vacate the Property as specified in Section 10 of this Lease.

12. **TERMINATION.** This Lease 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, rent shall be prorated for the month that Lessees are to vacate the Property based on the end date specified in the notice. Upon termination, Lessees shall vacate the Property as specified in Section 10 of this Lease.

13. **DISPUTE RESOLUTION.** Should a dispute arise from this agreement, the Parties agree to attempt an amicable resolution through negotiation and/or mediation at the sole option of Lessor. If unresolved, disputes shall be settled by litigation in the courts of Limestone County, Alabama. Lessor may recover reasonable costs and attorneys' fees. This Agreement is governed by laws of the State of Alabama.

14. **ADDRESS OF LESSOR:** The rent installments due hereunder shall be paid at and all other notices required to be given Lessor hereunder, shall be made payable to the City of Madison, Alabama and sent care of Lisa D. Thomas, City Clerk-Treasurer, 100 Hughes Road, Madison, Alabama 35758, or to such other address as Lessor may direct by written notice forwarded to the Lessees by mail.

**IN WITNESS WHEREOF,** the parties sign and agree to the terms of this ONE-YEAR LEASE AGREEMENT this \_\_\_\_\_ day of January 2025.

\_\_\_\_\_  
**Daniel Baskin, Lessee No. 1**

STATE OF ALABAMA           §  
  §  
COUNTY OF MADISON       §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **DANIEL BASKIN**, Lessee No. 1, 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 and of his own free will.

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

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

\_\_\_\_\_  
**Micah Hardyman, Lessee No. 2**

STATE OF ALABAMA           §  
  §  
COUNTY OF MADISON       §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **MICAH HARDYMAN**, Lessee No. 2, 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 and of his own free will.

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

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

\_\_\_\_\_  
**Isaiah Hardyman, Lessee No. 3**

STATE OF ALABAMA           §  
  §  
COUNTY OF MADISON       §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **ISAIAH HARDYMAN**, Lessee No. 3, 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 and of his own free will.

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

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

CITY OF MADISON, ALABAMA

ATTEST:

BY: \_\_\_\_\_  
Paul Finley, Mayor

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

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 City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

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

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



Exhibit A



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 50 ft

Measure distance

Total area: 78,949.61 ft² (7,334.66 m²)

Total distance: 1,141.80 ft (348.02 m)

**RESOLUTION NO. 2025-035-R****A RESOLUTION AUTHORIZING PROPERTY ACQUISITIONS  
FOR SEGERS ROAD AND MAECILLE DRIVE  
INTERSECTION IMPROVEMENTS PROJECTS**

BE IT RESOLVED by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire and/or condemn certain tracts of rights-of-way (the "Tract(s)"), as well as temporary construction easements and permanent easements, on, over, across, and upon the following described parcels of land, to-wit, Tracts 1, 3, 6, 7, 8, 11, and 12, all of which are more particularly described in Exhibit A and Exhibit B to this Resolution.
2. That the obtainment of the foregoing Tracts is necessary for construction of the Segers Road and Maecille Drive Intersection Improvements Project (the "Project"), which is in the best interest of the citizens of the City of Madison in that the same will contribute to the health and general welfare of the citizens of Madison and the City of Madison Board of Education, pursuant to a Memorandum of Understanding dated November 13, 2024.
3. That the Mayor of the City of Madison, or his designee, be, and is further authorized, empowered, and directed to attempt to acquire by voluntary conveyance the above-described Tract(s) for the City for the aforesaid purpose at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended. Furthermore, in the event that certain owners of the respective Tracts desire to donate and dedicate their respective Tracts to the City of Madison, the City shall hereby accept the donation and dedication of such Tracts for purposes of the Project.
4. That the Mayor of the City of Madison, or his designee, be, and is hereby authorized, empowered, and directed to cause the above-described Tracts to be re-appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount that would constitute just compensation for their respective taking.
5. That in case of failure to acquire any of the said Tracts for the purpose aforesaid by voluntary conveyance from the owner or owners thereof, the City Attorney's Office is hereby authorized to file a condemnation action and conduct condemnation proceedings on behalf of the City of Madison for the acquisition of such Tract(s) by



the exercise of the right of eminent domain. Any prior acts taken by the City toward the acquisition of the properties pursuant to the eminent domain code are hereby ratified and affirmed.

- 6. That the Mayor is hereby authorized to negotiate and execute all agreements for the acquisition of right of way, as well as settlement agreements with property owners of the above-referenced tracts pertaining to Case Number 44-CV-2024-900277 in the Circuit Court of Limestone County in order to resolve the extent of the City’s existing easement.

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

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

**ATTEST:**

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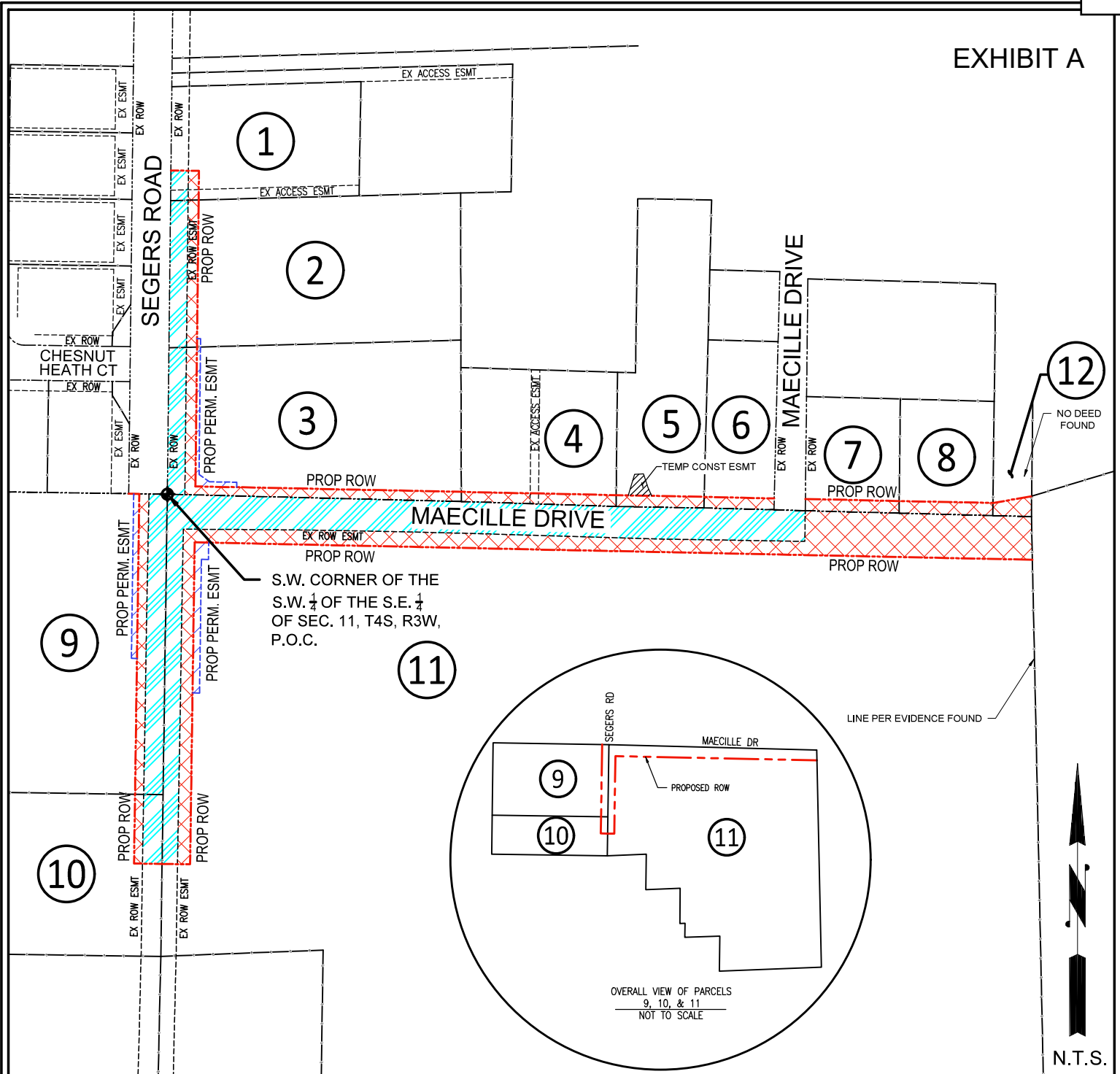
*Lisa D. Thomas, City Clerk-Treasurer*  
**City of Madison, Alabama**

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

---

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

EXHIBIT A



- PROPOSED RIGHT-OF WAY WITHIN PRESCRIPTIVE EASEMENT
- PROPOSED RIGHT-OF WAY OUTSIDE PRESCRIPTIVE EASEMENT
- PROPOSED EASEMENT

**CITY OF MADISON, LIMESTONE COUNTY, ALABAMA**  
 RIGHT-OF-WAY AND EASEMENT OVERVIEW MAP  
**SEGERS ROAD AND MAECILLE DRIVE**  
**INTERSECTION IMPROVEMENTS**

DATE: AUGUST 24, 2023  
 Rev.:

OHM PROJECT #: 9036220010-03

MADISON PROJECT #: 22-039

SHEET 1 OF 1



**OHM**  
 OHM ADVISORS  
 209 10th AVENUE SOUTH  
 SUITE 154  
 NASHVILLE, TN 37203  
 615-649-5264

**EXHIBIT B—LEGAL DESCRIPTIONS**

**TRACT 1**

**DESCRIPTION 1:**

**PARCEL 1 PROPOSED RIGHT-OF-WAY (WITHIN PRESCRIPTIVE EASEMENT)**

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 00° 38' 12" E., 418.99 FEET FROM AN EXISTING RAILROAD SPIKE, BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE CONTINUING N. 00° 38' 12" E., 43.18 FEET; THENCE S. 90° 21' 48" E., 25.00 FEET; THENCE S. 00° 38' 12" W., 42.24 FEET; THENCE S. 88° 29' 13" W. 25.02 FEET TO THE POINT OF BEGINNING, CONTAINING 1068 SQUARE FEET (OR 0.02 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

**DESCRIPTION 2:**

**PARCEL 1 PROPOSED RIGHT-OF-WAY (OUTSIDE PRESCRIPTIVE EASEMENT)**

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 00° 38' 12" E., 418.99 FEET AND N. 88° 29' 13" E., 25.02 FEET FROM AN EXISTING RAILROAD SPIKE, BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 38' 12" E., 42.24 FEET; THENCE S. 90° 21' 48" E., 15.00 FEET; THENCE S. 00° 38' 12" W. 41.68; THENCE S. 88° 29' 13" W., 15.01 FEET TO THE POINT OF BEGINNING, CONTAINING 629 SQUARE FEET (OR 0.01 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

**EXHIBIT B—LEGAL DESCRIPTIONS**

**TRACT 3**

**DESCRIPTION 1:**

**PARCEL 3 PROPOSED RIGHT-OF-WAY (WITHIN EASEMENT) DESCRIPTION**

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 38' 12" E. 208.99; THENCE N. 88° 29' 57" E., 25.02 FEET; THENCE S. 00° 38' 12" W., 210.29 FEET; THENCE N. 88° 30' 59" W., 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5241 S.F. (OR 0.12 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

**DESCRIPTION 2:**

**PARCEL 3 PROPOSED RIGHT-OF-WAY (OUTSIDE EASEMENT) DESCRIPTION**

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 25.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 38' 12" E., 210.29 FEET; THENCE N. 88° 29' 57" E., 15.01 FEET; THENCE S. 00° 38' 12" W., 198.71 FEET; THENCE S. 88° 48' 16" E., 379.63 FEET; THENCE S. 00° 08' 23" E., 14.28 FEET TO A FOUND, CAPPED IRON PIPE (CA0282LS); THENCE N. 88° 30' 59" W., 394.85 FEET TO THE POINT OF BEGINNING, CONTAINING 8127 S.F. (OR 0.19 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

**DESCRIPTION 3:**

**PARCEL 3 PROPOSED PERMANENT EASEMENT FOR ROAD WIDENING WORK DESCRIPTION**

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 00° 38' 12" E., 208.99 FEET AND N. 88° 29' 57" E., 40.03 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 88° 29' 57" E., 5.00 FEET; THENCE S. 00° 38' 12" W., 181.99 FEET; THENCE S. 55° 24' 53" E., 18.08 FEET; THENCE S. 88° 48' 16" E., 39.00 FEET; THENCE S. 00° 38' 12" W., 7.00 FEET; THENCE N. 88° 48' 16" W., 59.00 FEET; THENCE N. 00° 38' 12" E., 198.71 FEET TO THE POINT OF BEGINNING, CONTAINING 1447 S.F. (OR 0.03 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

**EXHIBIT B—LEGAL DESCRIPTIONS**

**TRACT 6**

**DESCRIPTION 1:**

**PARCEL 6 PROPOSED RIGHT-OF-WAY DESCRIPTION**

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND, 2" IRON PIPE THAT IS S. 88° 30' 59" E., 766.28 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 01° 25' 31" E., 16.01 FEET; THENCE S. 88° 48' 16" E., 100.00 FEET; THENCE S. 01° 25' 31" W., 16.52 FEET; THENCE N. 88° 30' 59" W., 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1603 S.F. (OR 0.04 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

**EXHIBIT B—LEGAL DESCRIPTIONS**

**TRACT 7**

**DESCRIPTION 1:**

**PARCEL 7 PROPOSED RIGHT-OF-WAY DESCRIPTION**

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 911.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 40' 01" E., 16.74 FEET; THENCE S. 88° 48' 16" E., 133.99 FEET; THENCE S. 00° 40' 01" W., 17.42; THENCE N. 88° 30' 59" W., 134.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2289 SQUARE FEET (OR 0.05 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

**EXHIBIT B—LEGAL DESCRIPTIONS**

**TRACT 8**

**DESCRIPTION 1:**

**PARCEL 8 PROPOSED RIGHT-OF-WAY DESCRIPTION**

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 1045.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 40' 01" E., 17.42 FEET; THENCE S. 88° 48' 16" E., 133.99 FEET; THENCE S. 00° 40' 01" W., 18.09; THENCE N. 88° 30' 59" W., 134.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2379 S.F (OR 0.06 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

**EXHIBIT B—LEGAL DESCRIPTIONS**

**TRACT 11 – CHARLES C. WILLIAMS, SR.**

**DESCRIPTION 1:**

**PARCEL 11 PROPOSED RIGHT-OF-WAY (WITHIN PRESCRIPTIVE EASEMENT) DESCRIPTION**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND RAILROAD SPIKE BEING THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S. 88° 30' 59"E., 911.00 FEET; THENCE S. 01° 23' 06" W., 49.64 FEET; THENCE N. 88° 32' 24" W., 886.91 FEET; THENCE S. 01° 00' 18" W., 477.81 FEET; THENCE N. 88° 31' 03" W., 21.99 FEET; THENCE N. 00° 48' 47" E., 527.83 FEET TO THE POINT OF BEGINNING, CONTAINING 52520 S.F. (OR 1.21 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

**DESCRIPTION 2:**

**PARCEL 11 PROPOSED RIGHT OF WAY (OUTSIDE PRESCRIPTIVE EASEMENT) DESCRIPTION**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 911.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE NORTH 1/4 CORNER OF SAID SECTION; THENCE CONTINUING S. 88° 30' 59" E., 323.06 FEET TO A FOUND 1-1/2" IRON PIPE; THENCE S. 01° 12' 59" E., 67.71 FEET; THENCE N. 88° 30' 59" W., 1196.46 FEET; THENCE S. 00° 48' 47" W., 460.19 FEET; N. 88° 30' 59" W., 18.01 FEET; N. 01° 00' 18" E. 477.81 FEET; THENCE S. 88° 32' 24" E., 886.91 FEET; THENCE N. 01° 23' 06" E., 49.64 FEET TO THE POINT OF BEGINNING, CONTAINING 45840 S.F. (OR 1.05 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

**DESCRIPTION 3:**

**PARCEL 11 PROPOSED PERMANENT EASEMENT FOR ROAD WIDENING WORK DESCRIPTION**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 60.00 FEET AND S. 00° 48' 47" W., 67.64 FEET FROM A FOUND RAILROAD SPIKE BEING THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S. 00° 48' 47" W., 24.00 FEET; THENCE N. 88° 30' 59" W., 10.00 FEET; THENCE S. 00° 48' 47" W., 191.06 FEET; THENCE N. 88° 30' 59" W., 10.00 FEET; THENCE N. 00° 48' 47" E., 215.06 FEET; THENCE S. 88° 30' 59" E., 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2385 S.F. (OR 0.06 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.



**EXHIBIT B—LEGAL DESCRIPTIONS**

**TRACT 12 – ED FLETCHER**

**DESCRIPTION 1:**

**PARCEL 12 PROPOSED RIGHT-OF-WAY DESCRIPTION**

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 1179.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 40' 01" E., 18.09 FEET; THENCE N. 80° 02' 22" E., 56.02 FEET; THENCE S. 00° 40' 08" W., 29.21 FEET; THENCE N. 88° 30' 59" W., 55.06 FEET TO THE POINT OF BEGINNING, CONTAINING 2379 S.F (OR 0.06 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

**RESOLUTION NO. 2025-031-R**

**RESOLUTION TO AWARD BID NO. 2024-015-ITB  
FOR PALMER AND DUBLIN PARK  
SOCCER LIGHTING PROJECT**

**WHEREAS**, in accordance with Alabama’s Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2024-015-ITB for the Palmer and Dublin Park Soccer Lighting Project (herein “the Project”); and

**WHEREAS** all sealed Bids were timely submitted, opened, and read on or about January 22, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

**WHEREAS**, after a complete review and consideration of all Bids submitted, City staff has informed the City Council that **Wild Monkey, LLC dba 47E (herein “47E”)** is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

**WHEREAS**, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **47E** on behalf of the City;

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

**SECTION 1.** That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

**SECTION 2.** That award of this Project is hereby made to **47E** as the lowest responsible, responsive bidder in the Bid amount of **one hundred forty-eight thousand six hundred seventy-three dollars and forty-four cents (\$148,673.44)**, such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

**SECTION 3.** That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **47E** of the City’s intention to award and are also authorized to proceed with review, completion,

and submittal of all contractual matters required by those plans and specifications agreed upon.

**SECTION 4:** That this award is conditioned upon 47E completing and submitting to the City such documents, information, and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39, and the Contract contemplated therein.

**SECTION 5.** That upon request and notification from the appropriate City representatives that the Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama, with 47E for execution of the Project for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

**SECTION 6:** That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to 47E in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

**READ, PASSED, AND ADOPTED** this 27th day of January 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 January 2025.

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



**2024-015-ITB / Palmer and Dublin Park Soccer Lighting Project**  
**Issued December 18, 2024**

**BID TABULATION**

<b>BIDDER NAME</b>	<b>Wild Monkey, LLC dba 47E</b>	<b>Complete Construction, LLC</b>
<b>GENERAL CONTRACTOR'S NUMBER ON ENVELOPE</b>	Y	Y
<b>ALL FORMS WITH ORIGINAL SIGNATURES</b>	Y	Y
<b>BID BOND</b>	Y	Y
<b>GENERAL CONTRACTOR'S LICENSE</b>	Y	Y
<b>CERTIFICATE OF INSURANCE</b>	Y	Y
<b>E-VERIFY ENROLLMENT</b>	Y	Y
<b>TOTAL BASE BID</b>	<b>\$148,673.44</b>	<b>\$156,000.00</b>

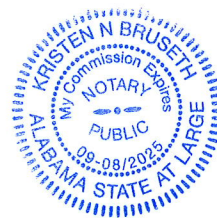
I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.

*Alicia Walden*

Alicia Walden  
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 22<sup>nd</sup> day of January, 2025.

*Kristen N. Bruseth*  
Notary Public



City of Madison, Alabama  
Bid Number: 2024-015-ITB  
Project Title: Palmer and Dublin Park Soccer Lighting Project  
Issued: December 18, 2024



**BIDDER PRICING SHEET**

BIDDER NAME: 47E

ADDRESS: PO Box 367

CITY/STATE/ZIP: Madison, AL 35758

ITEM	DESCRIPTION	AMOUNT
1	PALMER PARK SOCCER FIELD 2	\$ <u>139,386.69</u>
2	PALMER PARK SOCCER FIELD 5	\$ <u>57,623.34</u>
3	DUBLIN PARK SOCCER FIELD 4	\$ <u>77,111.41</u>
<b>TOTAL PROJECT COST:</b>		\$ <u>148,673.44</u>

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

Date 1/22/2025

[Signature]  
Signature of Authorized Representative

**RESOLUTION NO. 2025-032-R****RESOLUTION TO AWARD BID NO. 2024-016-ITB  
FOR PLAYGROUND INSTALLATION PROJECT**

**WHEREAS**, in accordance with Alabama’s Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2024-016-ITB for the Playground Installation Project (herein “the Project”); and

**WHEREAS** all sealed Bids were timely submitted, opened, and read on or about January 22, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

**WHEREAS**, after a complete review and consideration of all Bids submitted, City staff has informed the City Council that **Struthers Recreation, LLC** is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

**WHEREAS**, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **Struthers Recreation, LLC** on behalf of the City;

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

**SECTION 1.** That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

**SECTION 2.** That award of this Project is hereby made to **Struthers Recreation, LLC** as the lowest responsible, responsive bidder in the Bid amount of **one hundred twenty-eight thousand four hundred thirty-five dollars (\$128,435.00)**, such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

**SECTION 3.** That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Struthers Recreation, LLC** of the City’s intention to award and are also authorized to proceed with review, completion, and submittal of all contractual matters required by those plans and specifications agreed upon.

**SECTION 4:** That this award is conditioned upon **Struthers Recreation, LLC** completing and submitting to the City such documents, information, and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39, and the Contract contemplated therein.

**SECTION 5.** That upon request and notification from the appropriate City representatives that the Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama, with **Struthers Recreation, LLC** for execution of the Project for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

**SECTION 6:** That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Struthers Recreation, LLC** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

**READ, PASSED, AND ADOPTED** this 27th day of January 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 January 2025.

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



**2024-016-ITB / Playground Installation Project**  
**Issued December 18, 2024**

**BID TABULATION**

BIDDER NAME	Struthers Recreation, LLC
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y
BID BOND	Y
GENERAL CONTRACTOR'S LICENSE	Y
CPSI CERTIFICATE	Y
CERTIFICATE OF INSURANCE	Y
E-VERIFY ENROLLMENT	Y
TOTAL BASE BID	\$128,435.00

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

*Alicia Walden*

Alicia Walden  
 Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 2<sup>nd</sup> day of January, 2025.

*Kristen N Bruseh*

Notary Public





**City of Madison, Alabama**  
**Bid Number: 2024-016-ITB**  
**Project Title: Playground Installation Project**  
**Issued: December 18, 2024**



**BIDDER PRICING SHEET**

**BIDDER NAME:** Struthers Recreation, LLC.  
**ADDRESS:** 220 Applegate Trace  
**CITY/STATE/ZIP:** Delham AL 35124

**Total Project Cost: \$** 128,435.00

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

01.08.25  
Date

Kiant Jones  
Signature of Authorized Representative

**RESOLUTION NO. 2025-036-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR FITNESS INSTRUCTION**

**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 Crystal Dixon, to teach fitness classes such as barre, Pilates, and yoga at the Community Center and the Wellness Center, 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.

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

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

ATTEST:

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

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

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Crystal Dixon, hereinafter referred to as “Contractor.”

**WITNESSETH:**

**WHEREAS,** the City owns and maintains facilities known as the City of Madison Wellness Center, located at 190 Graphics Drive, and the Madison Community Center, located at 1329 Browns Ferry Road; and

**WHEREAS,** the City desires to obtain the services of a professional fitness instructor for barre, Pilates, and yoga classes; and

**WHEREAS,** Contractor is a unique provider of the services.

**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. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
  1. Contractor shall be responsible for providing professional training and instruction during classes, with scheduling of days and times to be mutually agreed upon by Contractor and City, and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
  2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class she teaches.
  3. Contractor may be allowed to store her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
  4. Contractor shall have access to necessary equipment and a speaker provided by the City.
  5. Contractor shall maintain an accurate roll for all classes/training she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
  6. The City will, when practicable, provide the Contractor with two (2) hours’ notice if classes do not meet the minimum requirements of five (5) participants.

- 7. The Contractor shall not allow more than twenty-five (25) participants in any one class.
  - 8. The Contractor’s classes shall be offered only to adults eighteen (18) years of age or older and senior citizens.
  - 9. Contractor shall provide classes to senior citizens at no cost and only charge adults under the age of sixty-five (65) for these classes.
- B. Contractor 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. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
  - C. Contractor 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 carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
  - D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
  - E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

**SECTION TWO: FEE/EXPENSE STRUCTURE**

The City shall charge and collect course fees of \$5.00 to \$25.00 per paying participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor’s classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

**SECTION THREE: INSURANCE & INDEMNIFICATION**

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify

and hold harmless City (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.

**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. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

**SECTION FIVE: 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.

**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 employees or students of Contractor are not nor shall be deemed to be employees or students of City, and employees of City are not nor shall they be deemed to be employees of Contractor.

It is specifically agreed by the parties that the City’s provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City’s convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker’s compensation and health insurance.

**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 the other party’s suspension of performance.

**SECTION EIGHT: ASSIGNMENT**

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

**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 Contractor 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 Parks and Recreation Department**  
**8324 Old Madison Pike**  
**Madison, Alabama 35758**

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

All notices to Contractor shall be addressed to:  
**Crystal Dixon**  
**dixon.crystal5@gmail.com**

**SECTION ELEVEN: GOVERNING LAW**

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

**SECTION TWELVE: IMMIGRATION LAW**

By signing this Agreement, 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.

**SECTION THIRTEEN: 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. 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: \_\_\_\_\_

**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 January 2025.

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

**Crystal Dixon  
CONTRACTOR**

\_\_\_\_\_

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 Crystal Dixon, 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, she executed the same voluntarily.

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

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



**RESOLUTION NO. 2025-037-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ARTS INSTRUCTION**

**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 Rosalie Holcombe, to teach various art classes using a variety of techniques at the Madison Community Center, 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.

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

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

**ATTEST:**

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

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

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Rosalie Holcombe, hereinafter referred to as “Contractor.”

**WITNESSETH:**

**WHEREAS,** the City owns and maintains a facility known as the City of Madison Community Center; and

**WHEREAS,** the City desires to obtain the services of a professional art instructor; and

**WHEREAS,** Contractor is a unique provider of these services.

**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. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
  1. Contractor shall be responsible for providing professional art classes using a variety of techniques. Scheduling of said classes will occur on specific days and times mutually agreed upon by the Contractor and the City and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
  2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class he/she teaches.
  3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
  4. Contractor shall maintain an accurate roll for all classes/training s/he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
  5. The City will, when practicable, provide the Contractor with two (2) hours’ notice if classes do not meet the minimum requirements of five (5) participants.
  6. The Contractor classes shall not allow more than twenty-five (25) participants in any one class.

- 7. The City shall provide the Contractor with access to tables and chairs during class at the City facility.
  - 8. The Contractor’s classes shall be offered only to participants aged sixteen (16) years of age or older and senior citizens.
  - 9. Contractor shall provide classes to senior citizens at no cost and only charge adults under the age of sixty-five (65) for these classes.
- B. Contractor 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. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
  - C. Contractor 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 carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
  - D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
  - E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

**SECTION TWO: FEE/EXPENSE STRUCTURE**

The City shall charge and collect course fees of \$10.00 to \$40.00 per paying participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor’s classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

**SECTION THREE: INDEMNIFICATION**

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify

and hold harmless City (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.

**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. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

**SECTION FIVE: 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.

**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 employees or students of Contractor are not nor shall be deemed to be employees or students of City, and employees of City are not nor shall they be deemed to be employees of Contractor.

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

**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 the other party's suspension of performance.

**SECTION EIGHT:      ASSIGNMENT**

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

**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 Contractor 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 Parks and Recreation Department**  
**100 Hughes Road**  
**Madison, Alabama 35758**

With a copy to:  
**City of Madison Legal Department**  
**8324 Old Madison Pike**  
**Madison, Alabama 35758**

All notices to Contractor shall be addressed to:  
**Rosalie Holcombe**  
**rosalieholcombe1@gmail.com**

**SECTION ELEVEN:    GOVERNING LAW**

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

**SECTION TWELVE:   IMMIGRATION LAW**

By signing this Agreement, 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.

**SECTION THIRTEEN: 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. 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: \_\_\_\_\_

**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 January 2025.

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

(Signature Page To Follow)

**Rosalie Holcombe**  
**CONTRACTOR**

\_\_\_\_\_

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 Rosalie Holcombe, 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, she executed the same voluntarily.

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

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

**RESOLUTION NO. 2025-038-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR MAKEUP APPLICATION INSTRUCTION**

**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 Katie Stephenson, to provide makeup application instruction for various events and lifestyles at the Madison Community Center, 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.

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

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

**ATTEST:**

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

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

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



**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Katie Stephenson, hereinafter referred to as “Contractor.”

**WITNESSETH:**

**WHEREAS,** the City owns and maintains a facility known as the City of Madison Community Center; and

**WHEREAS,** the City desires to obtain the services of a professional makeup artist to provide makeup application classes to the community; and

**WHEREAS,** Contractor is a unique provider of these services.

**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. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
  1. Contractor shall be responsible for providing professional makeup application classes for various events and lifestyles. Scheduling of said classes will occur on specific days and times mutually agreed upon by the Contractor and the City and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
  2. Contractor shall be responsible for cleanup and the return of equipment and materials to proper locations after each class he/she teaches.
  3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
  4. Contractor shall maintain an accurate roll for all classes/training s/he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
  5. The City will, when practicable, provide the Contractor with two (2) hours’ notice if classes do not meet the minimum requirements of five (5) participants.
  6. The Contractor classes shall not allow more than twenty-five (25) participants in any one class.

- 7. The City shall provide the Contractor with access to tables and chairs during class at the City facility.
  - 8. The Contractor’s classes shall be offered only to participants aged sixteen (16) years of age or older and senior citizens.
  - 9. Contractor shall provide classes to senior citizens at no cost and only charge adults under the age of sixty-five (65) for these classes.
- B. Contractor 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. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
  - C. Contractor 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 carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
  - D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
  - E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

**SECTION TWO: FEE/EXPENSE STRUCTURE**

The City shall charge and collect course fees of \$20.00 to \$50.00 per paying participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor’s classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

**SECTION THREE: INSURANCE & INDEMNIFICATION**

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify

and hold harmless City (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.

**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. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

**SECTION FIVE: 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.

**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 employees or students of Contractor are not nor shall be deemed to be employees or students of City, and employees of City are not nor shall they be deemed to be employees of Contractor.

It is specifically agreed by the parties that the City’s provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City’s convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker’s compensation and health insurance.

**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 the other party’s suspension of performance.

**SECTION EIGHT: ASSIGNMENT**

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

**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 Contractor 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 Parks and Recreation Department**  
**8324 Old Madison Pike**  
**Madison, Alabama 35758**

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

All notices to Contractor shall be addressed to:  
**Katie Stephenson**  
**katie@empoweredthrubeauty.com**

**SECTION ELEVEN: GOVERNING LAW**

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

**SECTION TWELVE: IMMIGRATION LAW**

By signing this Agreement, 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.

**SECTION THIRTEEN: 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. 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: \_\_\_\_\_

**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 January 2025.

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

(Signature Page To Follow)

**Katie Stephenson**  
**CONTRACTOR**

\_\_\_\_\_

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 Katie Stephenson, 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, she executed the same voluntarily.

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

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

**RESOLUTION NO. 2025-039-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR FITNESS INSTRUCTION**

**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 Michelle Thao, to teach fitness classes focusing on pre/post-natal strength training at the Community Center and the Wellness Center, 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.

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

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

ATTEST:

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

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

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Michelle Thao, hereinafter referred to as “Contractor.”

**WITNESSETH:**

**WHEREAS,** the City owns and maintains facilities known as the City of Madison Wellness Center, located at 190 Graphics Drive, and the Madison Community Center, located at 1329 Browns Ferry Road; and

**WHEREAS,** the City desires to obtain the services of a professional fitness instructor to provide pre/post-natal strength training for Madison residents; and

**WHEREAS,** Contractor is a unique provider of the services.

**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. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
  1. Contractor shall be responsible for providing professional training and instruction focusing on pre/post-natal strength training, with scheduling of days and times to be mutually agreed upon by Contractor and City, and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
  2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class she teaches.
  3. Contractor may be allowed to store her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
  4. Contractor shall have access to necessary equipment and a speaker provided by the City.
  5. Contractor shall maintain an accurate roll for all classes/training she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
  6. The City will, when practicable, provide the Contractor with two (2) hours’ notice if classes do not meet the minimum requirements of five (5) participants.



- 7. The Contractor shall not allow more than twenty-five (25) participants in any one class.
  - 8. The Contractor’s classes shall be offered only to adults eighteen (18) years of age or older and senior citizens.
  - 9. Contractor shall provide classes to senior citizens at no cost and only charge adults under the age of sixty-five (65) for these classes.
- B. Contractor 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. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
  - C. Contractor 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 carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
  - D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
  - E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

**SECTION TWO: FEE/EXPENSE STRUCTURE**

The City shall charge and collect course fees of \$5.00 to \$25.00 per paying participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor’s classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

**SECTION THREE: INSURANCE & INDEMNIFICATION**

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify

and hold harmless City (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.

**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. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

**SECTION FIVE: 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.

**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 employees or students of Contractor are not nor shall be deemed to be employees or students of City, and employees of City are not nor shall they be deemed to be employees of Contractor.

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

**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 the other party's suspension of performance.

**SECTION EIGHT: ASSIGNMENT**

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

**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 Contractor 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 Parks and Recreation Department**  
**8324 Old Madison Pike**  
**Madison, Alabama 35758**

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

All notices to Contractor shall be addressed to:  
**Michelle Thao**  
**itsmischh@gmail.com**

**SECTION ELEVEN: GOVERNING LAW**

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

**SECTION TWELVE: IMMIGRATION LAW**

By signing this Agreement, 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.

**SECTION THIRTEEN: 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. 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: \_\_\_\_\_

**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 January 2025.

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

**Michelle Thao**  
**CONTRACTOR**

\_\_\_\_\_

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 Michelle Thao, 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, she executed the same voluntarily.

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

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

**RESOLUTION NO. 2025-040-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ARTS INSTRUCTION**

**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 Maria Troupe, to provide arts and crafts instruction, by offering paint parties and other crafts with instruction, at the Madison Community Center, 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.

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

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

**ATTEST:**

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

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

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Maria Troupe, hereinafter referred to as “Contractor.”

**WITNESSETH:**

**WHEREAS,** the City owns and maintains a facility known as the City of Madison Community Center; and

**WHEREAS,** the City desires to obtain the services of a professional arts and crafts instructor; and

**WHEREAS,** Contractor is a unique provider of these services.

**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. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
  1. Contractor shall be responsible for providing professional arts and crafts instruction by offering paint parties and other crafts instruction. Scheduling of said classes will occur on specific days and times mutually agreed upon by the Contractor and the City, and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
  2. Contractor shall be responsible for cleanup and the return of equipment and materials to proper locations after each class he/she teaches.
  3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
  4. Contractor shall maintain an accurate roll for all classes/training s/he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
  5. The City will, when practicable, provide the Contractor with two (2) hours’ notice if classes do not meet the minimum requirements of five (5) participants.
  6. The Contractor classes shall not allow more than twenty-five (25) participants in any one class.

- 7. The City shall provide the Contractor with access to tables and chairs during class at the City facility.
  - 8. The Contractor’s classes shall be offered to both adult and youth participants.
  - 9. Contractor shall provide classes to senior citizens at no cost and only charge adults under the age of sixty-five (65) for these classes.
- B. Contractor 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. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
  - C. Contractor 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 carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
  - D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
  - E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

**SECTION TWO: FEE/EXPENSE STRUCTURE**

The City shall charge and collect course fees of \$10.00 to \$60.00 per paying participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor’s classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

**SECTION THREE: INSURANCE & INDEMNIFICATION**

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City (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.

**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. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

**SECTION FIVE: 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.

**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 employees or students of Contractor are not nor shall be deemed to be employees or students of City, and employees of City are not nor shall they be deemed to be employees of Contractor.

It is specifically agreed by the parties that the City’s provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City’s convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker’s compensation and health insurance.

**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 the other party’s suspension of performance.

**SECTION EIGHT: ASSIGNMENT**

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

**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 Contractor 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 Parks and Recreation Department**  
**8324 Old Madison Pike**  
**Madison, Alabama 35758**

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

All notices to Contractor shall be addressed to:  
**Maria Troupe**  
**madisonal@wineanddesign.com**

**SECTION ELEVEN: GOVERNING LAW**

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

**SECTION TWELVE: IMMIGRATION LAW**

By signing this Agreement, 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.

**SECTION THIRTEEN: 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. 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: \_\_\_\_\_

**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 January 2025.

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

(Signature Page To Follow)

**Maria Troupe**  
**CONTRACTOR**

\_\_\_\_\_

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 Maria Troupe, 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, she executed the same voluntarily.

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

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

**RESOLUTION NO. 2025-041-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ARTS INSTRUCTION**

**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 Hunter Vroonland, to provide arts and crafts instruction using a variety of techniques, at the Madison Community Center, 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.

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

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

**ATTEST:**

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

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

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Hunter Vroonland, hereinafter referred to as “Contractor.”

**WITNESSETH:**

**WHEREAS,** the City owns and maintains a facility known as the City of Madison Community Center; and

**WHEREAS,** the City desires to obtain the services of a professional art instructor; and

**WHEREAS,** Contractor is a unique provider of these services.

**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. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
  1. Contractor shall be responsible for providing professional art classes using a variety of techniques. Scheduling of said classes will occur on specific days and times mutually agreed upon by the Contractor and the City and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
  2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class he/she teaches.
  3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
  4. Contractor shall maintain an accurate roll for all classes/training s/he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
  5. The City will, when practicable, provide the Contractor with two (2) hours’ notice if classes do not meet the minimum requirements of five (5) participants.
  6. The Contractor classes shall not allow more than twenty-five (25) participants in any one class.

- 7. The City shall provide the Contractor with access to tables and chairs during class at the City facility.
- 8. The Contractor’s classes shall be offered only to participants aged sixteen (16) years of age or older and senior citizens.
- 9. Contractor shall provide classes to senior citizens at no cost and only charge adults under the age of sixty-five (65) for these classes.
  
- B. Contractor 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. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
- C. Contractor 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 carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
- E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

**SECTION TWO: FEE/EXPENSE STRUCTURE**

The City shall charge and collect course fees of \$10.00 to \$40.00 per paying participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor’s classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

**SECTION THREE: INDEMNIFICATION**

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City (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.

**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. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

**SECTION FIVE: 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.

**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 employees or students of Contractor are not nor shall be deemed to be employees or students of City, and employees of City are not nor shall they be deemed to be employees of Contractor.

It is specifically agreed by the parties that the City’s provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City’s convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker’s compensation and health insurance.

**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 the other party’s suspension of performance.

**SECTION EIGHT: ASSIGNMENT**



Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

**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 Contractor 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 Parks and Recreation Department**  
**8324 Old Madison Pike**  
**Madison, Alabama 35758**

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

All notices to Contractor shall be addressed to:  
**Hunter Vroonland**  
**Hunterv.art@gmail.com**

**SECTION ELEVEN: GOVERNING LAW**

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

**SECTION TWELVE: IMMIGRATION LAW**

By signing this Agreement, 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.

**SECTION THIRTEEN: 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. 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: \_\_\_\_\_

**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 January 2025.

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

(Signature Page To Follow)

**Hunter Vroonland**  
**CONTRACTOR**

\_\_\_\_\_

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

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

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