



## Agenda

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

6:00 PM  
Council Chambers  
July 28, 2025

AGENDA NO. 2025-14-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 John Dees - Crosspointe Church
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL OF ELECTED GOVERNING OFFICIALS
5. AMENDMENTS TO AGENDA
6. APPROVAL OF MINUTES
  - A. Minutes No. 2025-13-RG, dated July 14, 2025
7. PRESENTATIONS AND AWARDS
8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT
  - A. Regular and periodic bills to be paid

- B. **Resolution No. 2025-245-R:** Authorizing the acceptance of a quote for cable television services with Wow! Business at the Public Safety Annex (no cost)
- C. **Resolution No. 2025-246-R:** Authorizing the Mayor to accept a quote with Tyler Technologies for Payroll/HR software and support services (one-time fee of \$3,955, annual fee of \$396, to be paid from HR Department budget)
- D. Acceptance of \$40 donation from B. Biles for programming at the Madison Senior Center (to be deposited into Senior Center Donation account)

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of David Hall to Seat 5 of the Construction Board of Appeals with a term expiration of July 29, 2030

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at [cityclerk@madisonal.gov](mailto:cityclerk@madisonal.gov). Anyone who would like to submit a presentation to the City Council must email it to the City Clerk no later than noon on the Friday prior to the meeting. Anyone 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).

13. DEPARTMENT REPORTS

**FACILITIES AND GROUNDS**

- A. **Resolution No. 2025-238-R:** Professional Services Agreement with Amiri Engineering Corporation to provide subsurface exploration, geotechnical reporting, and retaining wall design for sloped embankment at Toyota Field (\$5,800 to be paid from the Multi-Use Venue Maintenance Fund)

**FIRE & RESCUE**

- A. **Resolution No. 2025-239-R:** Approving the purchase of Fire Department Uniforms from NAFECO through the BuyBoard National Purchasing Cooperative (discounts ranging from 8% to 26% off retail pricing, to be paid from Fire Department budget)

**LEGAL**

- A. **Resolution No. 2025-137-R:** Authorizing an agreement with the Heritage Plantation Homeowners' Association for construction of a greenway connection from Lansdowne Drive to the Bradford Creek Greenway

## **PLANNING**

- A. Resolution No. 2025-240-R:** Awarding a contract to Trav-Ad Signs, Inc. for the base bid amount of \$154,586.09 for Phase 2 of the Wayfinding project (to be paid from Planning Dept Budget - Special Projects)
- B. Proposed Ordinance No. 2025-235:** Vacation of utility and drainage easement located within Lots 4 & 5 of Block 2 of Chestnut Acres Subdivision (First Reading)
- C. Proposed Ordinance No. 2025-236:** Vacation of drainage easement located within Tract 3C of Bellawoods, Phase 2B Subdivision (First Reading)

## **POLICE**

- A. Resolution No. 2025-241-R:** Approving the purchase of Police Department Uniforms from Galls, LLC, through the BuyBoard National Purchasing Cooperative (Standard discount of 15% off retail pricing, to be paid from Police Department budget)
- B. Resolution No. 2025-242-R:** Authorizing the Mayor to enter into an agreement with the Madison Board of Education for the provision of Crossing Guards for the 2025-2026 school year
- C. Resolution No. 2025-243-R:** Authorizing the Mayor to enter into an agreement with the Madison Board of Education for the provision of School Resource Officers for the 2025-2026 school year

## **PUBLIC WORKS**

- A. Resolution No. 2025-244-R:** Authorizing the purchase of a Mohawk Lift Tire Balancer from Hunter Engineering Company from the State Bid List (\$22,713.99 to be paid from Public Works Department budget)

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

## **15. ADJOURNMENT**

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

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



**MINUTES NO. 2025-13-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
JULY 14, 2025**

The Madison City Council met in regular session on Monday, July 14, 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 Deborah Timmons of Asbury Church provided the invocation followed by the Pledge of Allegiance led by Council President John Seifert.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Arrived at 6:05
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, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Wes Baugh, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, Economic & External Affairs Officer Traci Gillespie, Deputy Revenue Officer Ivon Williams, Director of Parks & Recreation Kory Alfred, Director of Public Works Kent Smith

Public Attendance registered: Kenneth Jackson, Margi Daly, John Fellows, Julia Fellows, Mark Llewellyn, Kyra Espinosa, Brianna Stephenson, Shannon Fisher, Alice Lessmann, Ben Lessmann, Steve Lessmann, David Bier, Erica White, Opie Balch, Amy Balch, Billie Goodson, Levi Alexander, Elaine Alexander, Eugene Jung, Charity Stratton, Grant Carodine, Jon Golde

**AMENDMENTS TO AGENDA**

None

**APPROVAL OF MINUTES**

**MINUTES NO. 2025-12-RG DATED JUNE 23, 2025**

Council Member Spears moved to approve Minutes No. 2025-12-RG. Council Member Wroblewski seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

## **PRESENTATIONS AND AWARDS**

### **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).*

### **EUGENE JUNG (DISTRICT 3)**

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

- Stadium upgrades

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

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

- Freedom of Speech
- Senior Center
- Speeding in neighborhoods

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

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

General Operating account	\$2,379,747.31
Special General Operating accounts	\$314.23
ADEM Storm Drainage	\$755.00

Gasoline Tax & Petroleum Inspection fees	\$49,404.08
Library Building Fund	\$148,921.99
Venue Maintenance	\$42,288.01
Fire CPR	\$913.00

Regular and periodic bills to be paid

**RESOLUTION NO. 2025-225-R:** Authorizing the purchase of two emergency radios for use by the Fire Department at the Public Safety Annex located at 230 Business Park Boulevard, Building 23A under State Bid Contract 16932 (\$11,114.86 to be paid from Fire Department budget)

**RESOLUTION NO. 2025-226-R:** Authorizing a no-cost agreement with Tyler Technologies for Equifax Employment Verification software services

**RESOLUTION NO. 2025-231-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 063830 on an incident which occurred April 16, 2025, to a Police vehicle (\$5,025.57 [minus \$1,000 deductible] to be deposited into General Operating account)

Acceptance of \$5,000 donation from L & M Hoy for the Madison Senior Center Nutrition Program in memory of Mrs. L. Grubbse (to be deposited into Senior Center Donation account)

Acceptance of \$23.03 from Chambers Bottling Company (to be deposited into the Fire Department Donation account)

Acceptance of \$1,893.38 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)

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

Council Member Connie Spears	Aye
Council Member Greg Shaw	Aye
Council Member Maura Wroblewski	Aye
Council Member John Seifert	Aye
Council Member Teddy Powell	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:

- Thanked the Recreation Department, Police Department, Fire Department, and volunteers for a phenomenal job with the Star Spangled Celebration on July 3<sup>rd</sup> at Dublin Park
- Main Street Alabama program kicks off Thursday July 17<sup>th</sup> at 6:00 in Historic Downtown Madison
- Candidate Connection Reception & Forum held by the Madison Chamber of Commerce and All Things Madison was a success and very educational

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

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

- A forum will be held August 12<sup>th</sup> at 6:30 at Movement Church by The Republican Women of Madison
- A forum will be held August 19<sup>th</sup> at 6:15 at City Hall by The League of Women Voters of Tennessee Valley, I Vote Madison, and The Greater Huntsville Chapter of National Coalition of 100 Black Women
- Back-to School Sales Tax Holiday is Friday July 18<sup>th</sup> – Sunday July 20<sup>th</sup>.

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

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

- Was honored to attend the Latter-day Saints Meeting House Steeple-placing

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

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

- Congratulated Billie Goodson who is running unopposed for District 3
- Ensured citizens of District 3 that he will help his replacement transition into their new role
- Requested prayers for those in Texas

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

No new business

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

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

- Congratulated Alice Lessmann who is running unopposed for District 5
- Was honored to attend the 75<sup>th</sup> Anniversary of the Korean War Veterans Luncheon and congratulated KC Bertling on an outstanding event

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

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

- Madison Visionary Partners had a successful Big Weekend of Service
- Thanked all who helped with the Star Spangled Celebration

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

No new business

### **BOARD/COMMITTEE APPOINTMENTS**

### **PUBLIC HEARINGS**

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

### **PROPOSED ORDINANCE NO. 2025-161: REZONING CERTAIN PROPERTY OWNED BY JOURNEYS PROFESSIONAL SUITES, LLC CONSISTING OF 1.17 ACRES LOCATED AT 4192 SULLIVAN STREET (WEST SIDE OF SULLIVAN STREET, SOUTH OF PERRY STREET) FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO B1 (NEIGHBORHOOD BUSINESS DISTRICT) (FIRST READING 05/27/2025)**

Director of Development Services Mary Beth Broeren informed the Council that this is a request to rezone property. Council President Seifert opened the floor for public comments. There being none, Council President Seifert closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve Proposed Ordinance No. 2025-161. Council Member Shaw seconded. 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.

### **PROPOSED ORDINANCE NO. 2025-157: REZONING CERTAIN PROPERTY OWNED BY EROS INVESTMENTS, LLC CONSISTING OF 4.62 ACRES LOCATED NORTH OF WEST DUBLIN DRIVE, WEST OF SULLIVAN STREET FROM R-4 (MULTI-FAMILY DISTRICT) TO B3 (GENERAL BUSINESS DISTRICT) (FIRST READING 05/27/2025)**

Director of Development Services Mary Beth Broeren informed the Council that this is a request to rezone property. Council President Seifert opened the floor for public comments. There being none, Council President Seifert closed the floor and entertained a motion from Council. Council Member Shaw moved to approve Proposed Ordinance No. 2025-157. Council Member Powell seconded. The roll call 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.

**PROPOSED ORDINANCE NO. 2025-159: ZONING CERTAIN PROPERTY OWNED BY MHH, INC. CONSISTING OF 2.39 ACRES LOCATED SOUTH OF BRENTWOOD LANE AND EAST OF CHADRICK DRIVE TO R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST READING 05/27/2025)**

Director of Development Services Mary Beth Broeren informed the Council that this is a request to zone property upon annexation. Council President Seifert opened the floor for public comments. Margi Daly asked if this used to be the Italian restaurant? Council replied that it is not the Italian restaurant and is just a lot. There being no other comments, Council President Seifert closed the floor and entertained a motion from Council. Council Member Powell moved to approve Proposed Ordinance No. 2025-159. Council Member Shaw seconded. Council Member Spears asked if there was an existing structure on this lot? Director of Development Services Mary Beth Broeren replied that it is vacant. The roll call 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. 2025-216-R: REQUEST FOR A LOUNGE RETAIL LIQUOR - CLASS I LICENSE FROM WILLIAMS HALL, LLC, DOING BUSINESS AS ZANOTTA'S RISTORANTE & JAZZ, FOR THEIR LOCATION AT 112 MAIN STREET, MADISON, AL 35758**

Deputy Revenue Officer Ivon Williams informed the Council that this location had been sold and is under new ownership. Council President Seifert opened the floor for public comments regarding this request. There being none, Council President Seifert closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve

Resolution No. 2025-216-R. Council Member Powell seconded. The roll call 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**

### **CITY CLERK**

#### **RESOLUTION NO. 2025-221-R: AUTHORIZING THE ISSUANCE OF A CERTIFICATE OF ELECTION TO MAURA WROBLEWSKI FOR THE OFFICE OF CITY COUNCIL DISTRICT NO. 1**

City Clerk-Treasurer Lisa Thomas informed the Council that they have a Certificate of Election to sign for Maura Wroblewski for the Office of City Council District No. 1. Mrs. Wroblewski is uncontested in her application for the Office of City Council District No. 1.

Council Member Spears moved to approve Resolution No. 2025-221-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

#### **RESOLUTION NO. 2025-222-R: AUTHORIZING THE ISSUANCE OF A CERTIFICATE OF ELECTION TO DAVID BIER FOR THE OFFICE OF CITY COUNCIL DISTRICT NO. 2**

City Clerk-Treasurer Lisa Thomas informed the Council that they have a Certificate of Election to sign for David Bier for the Office of City Council District No. 2. Mr. Bier is uncontested in his application for the Office of City Council District No. 2.

Council Member Shaw moved to approve Resolution No. 2025-222-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

**RESOLUTION NO. 2025-223-R: AUTHORIZING THE ISSUANCE OF A CERTIFICATE OF ELECTION TO BILLIE GOODSON FOR THE OFFICE OF CITY COUNCIL DISTRICT NO. 3**

City Clerk-Treasurer Lisa Thomas informed the Council that they have a Certificate of Election to sign for Billie Goodson for the Office of City Council District No. 3. Mr. Goodson is uncontested in his application for the Office of City Council District No. 3.

Council Member Powell moved to approve Resolution No. 2025-223-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. 2025-224-R: AUTHORIZING THE ISSUANCE OF A CERTIFICATE OF ELECTION TO ALICE LESSMANN FOR THE OFFICE OF COUNCIL DISTRICT NO. 5**

City Clerk-Treasurer Lisa Thomas informed the Council that they have a Certificate of Election to sign for Alice Lessmann for the Office of City Council District No. 5. Mrs. Lessmann is uncontested in her application for the Office of City Council District No. 5.

Council Member Bartlett moved to approve Resolution No. 2025-224-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2025-234-R: APPOINTING ADDITIONAL ELECTION OFFICERS FOR THE 2025 GENERAL MUNICIPAL ELECTION AND ANY NECESSARY RUN-OFF ELECTION AND SETTING COMPENSATION FOR SAID OFFICERS**

Council Member Spears moved to approve Resolution No. 2025-234-R. Council Member Shaw 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.

## **ENGINEERING**

### **RESOLUTION NO. 2025-217-R: AUTHORIZING PROPERTY ACQUISITIONS FOR MILL CREEK DITCH ROADWAY STABILIZATION AND SOUTH SIDE EROSION CORRECTION (NOT TO EXCEED \$14,836.00 TOTAL ACQUISITION BUDGET TO BE PAID FROM FUND 38)**

Council Member Powell moved to approve Resolution No. 2025-217-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. 2025-219-R: ACCEPTANCE OF 3 PARK PRESERVE PHASE 3 INTO THE CITY OF MADISON MAINTENANCE PROGRAM**

Council Member Powell moved to approve Resolution No. 2025-219-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 2025-232-R: AUTHORIZING A COMMERCIAL AID TO CONSTRUCTION AGREEMENT WITH HUNTSVILLE UTILITIES FOR THE RELOCATION OF POWER LINES ON PROJECT 24-023 | ROYAL DRIVE EXTENSION (NOT TO EXCEED \$23,338.00 TO BE PAID FROM FUND 38)**

Council Member Powell moved to approve Resolution No. 2025-232-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.

## **LEGAL**

### **PROPOSED ORDINANCE NO. 2025-214: AUTHORIZING A FRANCHISE AGREEMENT WITH FIBER UTILITY NETWORK, INC., DOING BUSINESS AS THE ALABAMA FIBER NETWORK (FIRST READING 06/23/2025)**

Council Member Wroblewski moved to approve Proposed Ordinance No. 2025-214-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.

## **PLANNING**

### **PROPOSED ORDINANCE NO. 2025-162: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY, CONSISTING OF 2.39 ACRES, OWNED BY MHH, INC. LOCATED SOUTH OF BRENTWOOD LANE AND EAST OF CHADRICK DRIVE (FIRST READING 05/27/2025)**

Council Member Powell moved to approve Proposed Ordinance No. 2025-162. Council Member Bartlett seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2025-198: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 126 PARKLAND HILL TRACE, LOT 27 OF 3 PARK PRESERVE SUBDIVISION (FIRST READING 06/23/2025)**

Council Member Powell moved to approve Proposed Ordinance No. 2025-198. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2025-199: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 2 OF DUBLIN ACRES PHASE 3 SUBDIVISION (FIRST READING 06/23/2025)**

Council Member Powell moved to approve Proposed Ordinance No. 2025-199. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2025-203-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2025-204; REZONING CERTAIN PROPERTY OWNED BY GRANT STREET, LLC, CONSISTING OF 2.84 ACRES, LOCATED ON THE NORTH SIDE OF MADISON BOULEVARD AND EAST OF RESEARCH BOULEVARD, FROM M-1 (RESTRICTED INDUSTRIAL) TO B3 (GENERAL BUSINESS) (FIRST PUBLICATION 7/23/2025, SYNOPSIS 7/30/2025, PUBLIC HEARING 8/18/2025)**

Council Member Powell moved to approve Resolution No. 2025-203-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. 2025-205: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY THE CHURCH OF JESUS CHRIST LATTER-DAY SAINTS LOCATED ON THE SOUTH SIDE OF GILLESPIE ROAD, EAST OF BROWNS FERRY ROAD (FIRST READING)**

This is a first reading only

**RESOLUTION NO. 2025-206-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2025-207; ZONING CERTAIN PROPERTY OWNED BY THE CHURCH OF JESUS CHRIST LATTER-DAY SAINTS CONSISTING OF 13.98 ACRES, LOCATED ON THE SOUTH SIDE OF GILLESPIE ROAD AND EAST OF BROWNS FERRY ROAD, TO AG (AGRICULTURE) UPON ANNEXATION (FIRST PUBLICATION 7/23/2025, SYNOPSIS 7/30/2025, PUBLIC HEARING 8/18/2025)**

Council Member Wroblewski moved to approve Resolution No. 2025-206-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2025-208: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY TIMOTHY & CARLY HOGGARD AND ETHAN & KENDI COLLINS LOCATED ON THE NORTH SIDE OF CEDAR ACRES DRIVE, WEST OF BURGREN ROAD (FIRST READING)**

This is a first reading only

**RESOLUTION NO. 2025-209-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2025-210; ZONING CERTAIN PROPERTY OWNED BY TIMOTHY & CARLY HOGGARD AND ETHAN & KENDI COLLINS CONSISTING OF 1.43 ACRES, LOCATED ON THE NORTH SIDE OF CEDAR ACRES DRIVE AND WEST OF BURGREN ROAD, TO R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST PUBLICATION 7/23/2025, SYNOPSIS 7/30/2025, PUBLIC HEARING 8/18/2025)**

Council Member Spears moved to approve Resolution No. 2025-209-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Council Member Karen Denzine

Aye

Motion carried.

## **POLICE**

### **RESOLUTION NO. 2025-202-R: AUTHORIZING A MEMORANDUM OF AGREEMENT WITH ALABAMA LAW ENFORCEMENT AGENCY AND ALABAMA GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA FOR THE REIMBURSEMENT OF OVERTIME EXPENSES IN THE AMOUNT OF \$22,040**

Council Member Powell moved to approve Resolution No. 2025-202-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

### **RESOLUTION NO. 2025-212-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH CRISIS SERVICES OF NORTH ALABAMA FOR COMMUNITY COLLABORATION**

Council Member Powell moved to approve Resolution No. 2025-212-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

## **PUBLIC WORKS**

### **RESOLUTION NO. 2025-218-R: AWARDING A CONTRACT TO IVM SOLUTIONS, LLC, FOR THE ANNUAL COST OF \$34,529.27 TO PROVIDE HERBICIDE SERVICES FOR DRAINAGE CHANNELS, SEWER OUTFALLS, AND FLOOD AREAS LOCATED IN THE CITY OF MADISON (TO BE PAID FROM PUBLIC WORKS DEPARTMENT BUDGET {DRAINAGE CHANNELS}, MADISON UTILITIES {SEWER OUTFALLS}, AND ENGINEERING DEPARTMENT BUDGET {FLOOD PLAIN AREAS})**

Council Member Powell moved to approve Resolution No. 2025-218-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

## **RECREATION**

### **RESOLUTION NO. 2025-220-R: AUTHORIZING AN AGREEMENT WITH HARDY ARBOR CONSULTING, LLC, FOR PROFESSIONAL ARBORICULTURAL CONSULTING SERVICES (\$125/HOUR AS NEEDED, TO BE PAID FROM PARKS & RECREATION DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2025-220-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Connie Spears	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Recuse
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 6:49 p.m.

Minutes No. 2025-13-RG, dated July 14<sup>th</sup>, 2025, read, approved and adopted this 28<sup>th</sup> day of July 2025.

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

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

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

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

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

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

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

Concur:

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

Attest:

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

\_\_\_\_\_  
Lori Spaulding  
Recording Secretary

**RESOLUTION NO. 2025-245-R****A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A QUOTE  
FOR CABLE TELEVISION SERVICES  
WITH WOW! BUSINESS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept and execute in electronic format a Quote for cable television services with Wow! Business, said Quote identified as "Business Service Order" dated July 14, 2025, and that the City Clerk-Treasurer is hereby authorized to appropriately attest and maintain electronic and standard file copies of the same; and

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the resulting quote, the Mayor or his designee shall be hereby authorized for the entire term of service to execute any and all documentation necessary to enforce and comply with the terms thereof;

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of July 2025.

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

**ATTEST:**

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

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

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

## BUSINESS SERVICE ORDER

**Business:** City of Madison - 230 Business Park  
**Phone:** (256) 772-5600  
**Date:** 7/14/2025  
**Account #:** 20295475  
**Fed Tax ID:** 63-6005367  
**Quote #:** OPP-1076267  
**Contact:** Chris White  
**Email:** chris.white@madisonal.gov

<b><u>PHYSICAL ADDRESS</u></b>	<b><u>BILLING ADDRESS</u></b>	<b><u>CONTRACT TERM</u></b>	<b><u>SALES REP</u></b>
230 Business Park Blvd Bldg 23A Madison AL 35758	ATTN:Chris White 100 Hughes Rd Madison AL 35758-1110	1 month(s)	Laura Dean (256) 489-6417 laura.dean@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Cable TV</b>						
Commercial Basic - Standard	Commercial Basic includes Basic and Expanded Basic service.	New	1	\$0.00	\$0.00	\$0.00
WOW! tv+ box	WOW! tv+ box	New	30	\$0.00	\$0.00	\$0.00
Broadcast TV Fee	Recovers costs associated with retransmitting television broadcast signals	New	1	\$0.00	\$0.00	\$0.00
Sports Surcharge	Offsets some cost WOW! must pay to sports programmers	New	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$ 0.00	\$ 0.00
<b>Setup/Install Fees</b>						
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product ( Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	New	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>					\$ 0.00	\$ 0.00
<b>*Pricing subject to approval after internal review*</b>					\$ 0.00	\$ 0.00
<b>Total:</b>					\$ 0.00	\$ 0.00

<b>Special Instructions:</b>	<p>***Add courtesy cable TV to existing DIA account</p> <p>***DIA is not included in this agreement and will remain as is on previous term</p>
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You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service). The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

(Initials)

You agree and understand that if your order includes a promotion, you will be charged the standard monthly rate after the promotional period. Promotion availability varies and may be limited.

(Initials)

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

**1. Subscription to Services.** By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery

surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services

may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. INTERNET SPEED LIMITATIONS.** WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

**8. Wireless Failover.** Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

**9. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling

us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**10. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**11. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**12. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**13. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Bellevue Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**14. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**16. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless

expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**17. WOW! tv+.** You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

**18. Restrictions on Resale and Other Use.** Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

**19. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services.** Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**21. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of

four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

**22. Use of Electronic Signatures and Records.** The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

**23. Electronic Communications.** You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

**IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.**

**CUSTOMER ACKNOWLEDGEMENT:** By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services),

**By checking the box below, I acknowledge understanding of and I consent to the following Continuous Service and**

**Auto-Renewal Terms:** (i) I will be charged for the WOW! service on a monthly recurring basis, unless and until I take timely steps to prevent or stop such charges, as described further below; (ii) The monthly charge specified in this agreement will continue to be the amount charged for the service, unless the amount of the charge is changed by WOW!, with prior written notice to me; (iii) My agreement may have a specified term of service. Even if I have a specified term, I can cancel the services and stop the monthly charges at any time by calling WOW! at 1-888-969-4249. However, if I terminate early, additional fees will apply; and (iv) If the contract has a specified term of service, the contract will automatically renew after the term, unless I earlier cancel the service.

☐

**I further represent, warrant and acknowledge that:** (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

CUSTOMER

WOW! INTERNET, CABLE AND PHONE ACCEPTANCE OF  
AGREEMENT

Signature:

Signature:

Print Name:

Date:

Title:

Date:

Service Address: 230 Business Park Blvd Bldg 23A Madison AL 35758

Phone: (256) 772-5600

**PIN #**

You must create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of your PIN. If you share your PIN with employees, agents or others who interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

**RESOLUTION NO. 2025-246-R****A RESOLUTION AUTHORIZING MAYOR TO ACCEPT A QUOTE FROM TYLER TECHNOLOGIES, INC., FOR PAYROLL SOFTWARE AND SUPPORT SERVICES**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a quotation for services from Tyler Technologies, Inc., for payroll/HR software and support services, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Quote: Time and Attendance Third Party Interface" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of July 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 July 2025.

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



Quoted By:	Heather Brown
Quote Expiration:	11/11/25
Quote Name:	City of Madison AL - Time and Attendance Third Party Interface

**Sales Quotation For:**  
 City of Madison  
 100 Hughes Rd  
 Madison AL 35758-1110

**Tyler Software**

Description	License Fees	Annual Maintenance
New World ERP		
Payroll/HR		
Time & Attendance Interface	\$ 2,200	\$ 396
<b>TOTAL</b>	<b>\$ 2,200</b>	<b>\$ 396</b>

**Hourly Services**

Description	Hours	Price
New World ERP		

Payroll/HR			
Time & Attendance Interface		8	\$ 1,560
TOTAL		8	\$ 1,560

#### Fixed Fee Services

Description	Units	Price	Maintenance
New World ERP			
Other Services			
Project Management	1	\$ 195	\$ 0
TOTAL		\$ 195	\$ 0

#### Summary

#### One Time Fees

#### Recurring Fees

Total Tyler Software	\$ 2,200	\$ 396
Total SaaS	\$ 0	\$ 0
Total Tyler Services	\$ 1,755	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 3,955</b>	<b>\$ 396</b>

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
  - Fees for hardware are invoiced upon delivery.
  - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
  - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
  - Fees for services included in this sales quotation shall be invoiced as indicated below.
    - o Implementation and other professional services fees shall be invoiced as delivered.
    - o Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
    - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
    - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.
  - Expenses associated with onsite services are invoiced as incurred.
- Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

Print Name:

P.O.#:

**RESOLUTION NO. 2025-238-R**

**AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH  
AMIRI ENGINEERING CORPORATION FOR SUBSURFACE  
EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION  
FOR TOYOTA FIELD**

**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 Amiri Engineering Corporation for professional subsurface exploration and geotechnical engineering evaluations of the embankment slope to the west of the west parking lot of Toyota Field, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Amiri Engineering Corporation 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 28th day of July 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 July 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 **Amiri Engineering Corporation** located at **2609 Artie Street SW, Huntsville, AL 35807**, hereinafter referred to as "Consultant."

### WITNESS TO:

**WHEREAS**, the City of Madison has sought professional services for subsurface exploration, geotechnical reporting, and retaining wall design for the embankment slope to the west of the west parking lot of Toyota Field; and

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

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

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

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

### SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: subsurface exploration, laboratory testing, report preparation, and retaining wall design, said services to be administered according to Consultant's proposal dated July 11, 2025 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this

Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

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

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **five thousand eight hundred dollars (\$5,800)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

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

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

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

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

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

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

This Agreement shall come into effect when the authorized representatives of each party

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

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

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

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

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

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

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

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

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

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

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

authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

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

All notices to City shall be addressed to:

*Gerald Smith  
Facilities & Grounds Department  
100 Hughes Road  
Madison, Alabama 35758*

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

All notices to Consultant shall be addressed to:

*Nasser Amiri, President  
2609 Artie Street SW  
Huntsville, AL 35805  
(256) 536-9992  
nasser@amiriengineering.com*

#### **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.

- 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.

**Attest:**

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

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

*Professional Services Agreement  
Amiri Engineering Corporation  
Page 6 of 7*



**AMIRI ENGINEERING CORP.**

2609 Artie Street SW • P.O. Box 1303 • Huntsville, AL 35807  
www.amiriengineering.com (256) 536-9992

July 11, 2025

Mr. Gerald Smith, Facilities Director  
The City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Subject: Proposal to Provide Subsurface Exploration, Geotechnical Report, and  
Retaining Wall Design for Sloped Embankment, Toyota Field  
Madison, Alabama  
AMIRI Proposal No. P254648

Dear Mr. Smith,

Thank you for the opportunity to submit this proposal to provide the following Services:

- Sloped embankment Reconnaissance, Subsurface Exploration, and Geotechnical Report near the toe of the west embankment slope.
- Retaining Wall Design for the remedial measures..

We are looking forward to working with you on this project. If you have any questions regarding the information contained herein or if we may be of further assistance to you, please contact us at your convenience.

Sincerely,

**AMIRI ENGINEERING CORPORATION**



Nasser Amiri, MSCE, P.E.  
Senior Geotechnical Engineer

## **PART I**

### **SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION**

#### **1.1 Subsurface Exploration**

The embankment slope to the west of the west Parking Lot of the Toyota Field contains areas of erosion where the exposed slope has eroded, and the exposed clayey soil contains areas of severe erosion. Before any remediation, we recommend the following:

1. Visually observe the condition of the existing slope to determine if there are visually identifiable surface indication of slope failure. This is to be performed to identify if there are any global (overall) failure of the slope that may require remediation. If no visually identifiable global failure is noted, then perform the following.
2. Perform a total of five (5) soil test borings near the toe of the existing slope. These borings will be extended to 8 feet beneath the existing ground surface or to Auger Refusal depths, whichever is reached first. Soil drilling and sampling procedures will be in accordance with ASTM D-1586.

#### **Laboratory Testing**

- Moisture content tests on selected soil samples.
- If deemed necessary, Atterberg Limits tests or sieve analysis will be conducted on the selected soil samples.
- Pocket Penetrometer Tests, which is an indication of soils unconfined compression strength, will be performed on all cohesive split spoon soil samples.

#### **Report Preparation**

A Geotechnical Report will be issued that includes subsurface data, excavation conditions and construction considerations and recommendations for the support of a Segmental Retaining Wall system.

#### **BUDGET FOR SLOPED EMBANKMENT RECONNAISSANCE, SUBSURFACE EXPLORATION AND REPORT**

Based on the scope of work described above, the costs associated with our services for Drill Rig and Crew Mobilization/Demobilization, Soil Test Borings, laboratory testing, and Geotechnical Report will be \$ 3500.

Proposal for Subsurface Exploration, Geotechnical Report, and Retaining Wall Design  
 West Sloped Embankment at Toyota Field  
 Page 3 of 8

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**PART II**

**BUDGET FOR RETAINING WALL SECTION DESIGN AND PLAN**

Perform Retaining Wall Design for segmental retaining wall sections. The retaining wall sections will be provided as part of the Geotechnical Report. This may include 3 to 5 wall height sections. The costs associated with the retaining wall design will be \$ 2,000.

**PART III**

**BUDGET SUMMARY**

Slope Reconnaissance, Subsurface Exploration, and Geotechnical Report.....	\$ 3500.00
Segmental Retaining Wall Section Preparation.....	\$ 2300.00
<b>TOTAL</b>	<b>\$ 5,800.00</b>

**RESOLUTION NO. 2025-239-R**

**A RESOLUTION AUTHORIZING THE PURCHASE OF FIRE  
DEPARTMENT UNIFORMS FROM THE BUYBOARD NATIONAL  
PURCHASING COOPERATIVE**

**WHEREAS**, the Alabama Department of Examiners of Public Accounts has authorized purchasing through BuyBoard, which is a national, intergovernmental purchasing cooperative, through December 31, 2025; and

**WHEREAS**, the Fire Department has requested the purchase of Fire Department personnel uniforms and accessories, from NAFECO, Inc., (“NAFECO”), to which BuyBoard has awarded a contract for uniforms and accessories (Proposal No. 773-25); and

**WHEREAS**, the Fire Department has verified that the uniforms and accessories are not available for purchase on any bid that has been awarded by the State of Alabama; and

**WHEREAS**, the Fire Department has verified that NAFECO is an authorized dealer for said equipment and is a participating vendor with BuyBoard holding a valid Alabama business license.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase uniforms and accessories from NAFECO via contract number 773-25 through the BuyBoard cooperative, subject to compliance with all rules and regulations set forth by the State of Alabama Department of Examiners of Public Accounts regarding cooperative purchasing opportunities and with all applicable City policies and regulations.

**READ, APPROVED, AND ADOPTED** this 28th day of July 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 July 2025

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



Electronic Delivery

Ronald Woodall  
North America Fire Equipment Co., Inc dba NAFECO  
PO Box 2928  
Decatur, AL 35602

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 773-25, Uniforms and Accessories.

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025, through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 773-25 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the [buyboard.com](http://buyboard.com) website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at [bids@buyboard.com](mailto:bids@buyboard.com).

Sincerely,

Kristin Gardner, Bid Analyst  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



## Electronic Delivery

Ronald Woodall  
North America Fire Equipment Co., Inc dba NAFECO  
PO Box 2928  
Decatur, AL 35602

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 773-25, Uniforms and Accessories.

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025, through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 773-25 at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at [bids@buyboard.com](mailto:bids@buyboard.com).

Sincerely,

Kristin Gardner, Bid Analyst  
Texas Association of School Boards, Inc.,  
Administrator for the National Purchasing Cooperative

v.01.03.2025

P.O. Box 400, Austin, Texas 78767-0400  
800.695.2919 • [buyboard.com](http://buyboard.com)





Electronic Delivery

Ronald Woodall  
North America Fire Equipment Co., Inc dba NAFECO  
PO Box 2928  
Decatur, AL 35602

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 773-25, Uniforms and Accessories.

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025, through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 773-25 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the [buyboard.com](http://buyboard.com) website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at [bids@buyboard.com](mailto:bids@buyboard.com).

Sincerely,

Kristin Gardner, Bid Analyst  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative

**9 Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:  15%

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 NAFECO Price List
**10 Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Custodial and Maintenance Uniforms, Related Supplies, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:  15%

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 NAFECO Price List

1  
5**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:  15%

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 NAFECO Price List
1  
6**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Industrial Towels.** **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 No response

1  
7**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:  15%

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 NAFECO Price List
1  
8**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

Discount (%) off catalog/price list for **Rental of Public Safety** (police, fire, EMS, security, etc.) **Uniforms, Related Supplies, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 No response

**RESOLUTION NO. 2025-137-R**

**A RESOLUTION AUTHORIZING A SIDEWALK CONSTRUCTION,  
MAINTENANCE, AND EASEMENT AGREEMENT  
WITH THE HERITAGE PLANTATION HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the City of Madison desires to provide for broader public connectivity of City greenways and sidewalks; and

**WHEREAS**, the Heritage Plantation Homeowners Association, Inc., has agreed to provide public access over a portion of its common area property so that the City can construct a sidewalk connecting the cul-de-sac on Lansdowne Drive to the Bradford Creek Greenway;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Sidewalk Construction, Maintenance, and Easement Agreement with the Heritage Plantation Homeowners Association, Inc., for the construction and maintenance of a sidewalk connecting Lansdowne Drive to the Bradford Creek Greenway, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Sidewalk Construction, Maintenance, and Easement Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of July 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 July 2025.

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

## SIDEWALK CONSTRUCTION, MAINTENANCE, & EASEMENT AGREEMENT

THIS SIDEWALK CONSTRUCTION, MAINTENANCE, & EASEMENT AGREEMENT (the “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the HERITAGE PLANTATION HOMEOWNERS’ ASSOCIATION, INC., an Alabama non-profit corporation (“HOA”), and the CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama (“City”).

WHEREAS, the HOA owns certain real property located at the end of Lansdowne Drive in the City of Madison, Madison County, Alabama, pursuant to Plat Book 36, Page 39, as recorded in the Office of the Judge of Probate of Madison County, Alabama, within the residential subdivision known as Heritage Plantation (the “Subdivision”); and

WHEREAS, City has agreed to construct a pedestrian sidewalk connection from the cul-de-sac of Lansdowne Drive to the Bradford Creek Greenway, a public greenway owned by the City; and

WHEREAS, City has requested, and the HOA has agreed to grant to City temporary construction and permanent pedestrian easements over, across, and upon a portion of HOA property to complete the sidewalk connection to provide a public connection from existing right of way to the Bradford Creek Greenway, subject to the terms, provisions, and conditions contained in this Agreement; and

WHEREAS, HOA is willing to maintain the sidewalk within the sidewalk easement in accordance with the terms of this Agreement; and

WHEREAS, all parties are desirous of entering into this Agreement for the purpose of confirming the mutual understanding of the parties.

NOW, THEREFORE, in consideration of the recitals and of the agreements and covenants herein contained, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sidewalk Easement Area.

- (a) HOA shall grant at no cost to City both (1) a temporary construction easement; and (2) a perpetual, non-exclusive sidewalk easement for pedestrian and non-motorized vehicular travel, for use by the public (collectively, the “Sidewalk Easement Area”) on, over, upon, across, and along the following described tract or parcel of land lying in the City of Madison, Madison County, Alabama as generally described in Exhibit “A” attached hereto and incorporated herein.

- (b) Prior to construction, City shall conduct a survey of the Sidewalk Easement Area at its expense to determine the official boundaries of the Sidewalk Easement Area.
- (c) City, at its expense, shall draft and present deeds for both easements to the HOA for its approval, which shall not be unreasonably withheld. Unless it makes a reasonable objection, HOA shall execute the deeds within fourteen (14) calendar days after presentation by the City. City will record the deeds in the Probate Court of Madison County at its own expense. City will not begin construction of the sidewalk until the HOA has properly executed both deeds.
- (d) Subject to any and all existing improvements or conditions, HOA shall not construct, erect, or maintain any barriers, gates, walls, or structures on, over, across, upon, or above the Sidewalk Easement that would interfere with or that would materially impair the useability of the sidewalk or greenway access. This paragraph shall survive expiration of this Agreement and shall be incorporated into the pedestrian easement deed.

2. Construction of Sidewalk. City agrees, at its sole cost and expense, to construct an improved sidewalk or paved pedestrian walkway for public use within the Sidewalk Easement as generally depicted in Exhibit A to be constructed in accordance with the City's rules and regulations regarding sidewalks.

- (a) City will use best efforts to complete construction by December 31, 2025. City will provide notice to the HOA's designated representative prior to the start of construction, which is expected to take approximately two (2) weeks once started, subject to weather-related delays.
- (b) During construction, City shall keep the Sidewalk Easement Area in a clean and orderly condition and in compliance with all applicable municipal rules, guidelines, and regulations pertaining to sidewalks and/or pedestrian walkways.
- (c) Following construction, City shall restore, straw, and seed the area in a manner comparable to other similar sidewalk projects.
- (d) The construction schedule remains within the sole discretion of the City. City may suspend, delay, interrupt, or terminate all or any part of its work for such period of time as may be determined to be appropriate for the convenience of the City. In such event, City shall not be liable to HOA for any delay, impact, consequential, indirect, or other damages.

3. Grass Cutting within Sidewalk Easement Area. HOA agrees, at its sole cost and expense, to provide routine grass cutting and lawn maintenance services, including grass mowing, trimming, edging, and weed maintenance, within the Sidewalk Easement Area and agrees to maintain all landscaping within the Sidewalk Easement Area, including any grass, trees, shrubs, plants or other landscaping located therein. HOA may contract with a third party to perform all

grass cutting and/or landscaping services required within the Maintenance Area. All work performed must be done by properly licensed and insured contractors. This paragraph shall survive expiration of this Agreement and shall be incorporated into the pedestrian easement deed.

4. Maintenance and Repair. HOA, at its sole cost and expense, shall maintain or cause to be maintained in good repair and condition, the sidewalk and any and all improvements constructed or installed by City on or within the Sidewalk Easement Area. Additionally, HOA shall keep the Sidewalk Easement Area in a clean and orderly condition and in compliance with all applicable municipal rules, guidelines, and regulations pertaining to sidewalks and/or pedestrian walkways. Furthermore, HOA agrees to make the Sidewalk Easement Area available to City to allow City to inspect the sidewalk, landscaping, and any improvements located therein to assure the sidewalk is properly maintained. In the event of any failing, poor condition, or lack of repair and/or maintenance, City shall be entitled, but not obligated, to expend such sums as are reasonably necessary to put such sidewalk improvements or landscaping in good repair and condition and may recover the cost thereof from HOA within ten (10) days of providing written demand to HOA. This paragraph shall survive expiration of this Agreement and shall be incorporated into the pedestrian easement deed.

5. Amendment; Termination. The parties reserve the right to modify, amend, or terminate this Agreement by mutual written agreement. No amendment shall be effective unless in writing and signed by the parties.

6. Reservation by HOA. HOA reserves, for itself, its successors, and assigns, as well as HOA, and all residents and guests of the Subdivision, the right to use the Sidewalk Easement Area for the purposes not inconsistent with the rights granted herein. HOA further reserves all rights of ownership in and to the Sidewalk Easement Area, which are not inconsistent with the Sidewalk Easement.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each event the remainder of this Agreement or the application of such term, covenants, condition or provision to any person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

9. Governing Law & Dispute Resolution: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement. All claims, disputes, and any other matters in question between City and HOA arising out of or relating to this Agreement shall be decided by a court located in Madison County, Alabama.

10. Counterparts; Separate Signature Pages. This Agreement may be executed in one or more counterparts and on separate signature pages, and as so executed all of which shall constitute one and the same document.

11. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been relied upon by either party. Each party has had a full opportunity to examine this Agreement and/or has had an opportunity to have its counsel review said Agreement on its behalf.

12. 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 completion of the work described in Section 2. This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

13. Hold Harmless & Indemnification. To the fullest extent permitted by law, the HOA shall indemnify and hold harmless City 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 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.

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

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

16. Notices:

All notices to the City shall be addressed as follows:

City of Madison Public Works Department  
Attn: Director  
240 Palmer Road  
Madison, Alabama 35758

With a copy to:

City of Madison Legal Department  
Attn: City Attorney  
100 Hughes Road  
Madison, Alabama 35758

All notices to HOA shall be addressed as follows:

[Name/Title]  
[Mailing Address]  
Madison, Alabama 35758

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written below.

*[Signature Pages to Follow.]*

HERITAGE PLANTATION HOMEOWNERS’  
ASSOCIATION, INC., an Alabama non-profit  
corporation

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

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as President of Heritage Plantation Homeowners' Association, Inc., an Alabama non-profit corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she/he, as such President and with full authority, executed the same voluntarily for and as the act of said non-profit corporation, on the day the same bears date.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

CITY:

CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama

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

ATTEST:

By: \_\_\_\_\_  
Name: Lisa D. Thomas  
Its: City Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

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

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Exhibit “A”**  
**(Preliminary Sidewalk Easement)**

[SEE ATTACHMENT]

# Exhibit A



**RESOLUTION NO. 2025-240-R****RESOLUTION TO AWARD BID FOR WAYFINDING SIGN  
PROJECT PHASE TWO TO TRAV-AD SIGNS, INC.**

**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 2025-016-ITB for the continued implementation of uniform identification and directional signage throughout the City of Madison to provide directions to various landmarks and areas of the City (herein "the Project"); and

**WHEREAS**, all sealed Bids were timely submitted, opened, and read on or about July 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 have informed the City Council that **Trav-Ad Signs, Inc.**, 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 **Trav-Ad Signs, Inc.**, upon the satisfaction of all conditions precedent as well as confirmation by the City of the Bid's Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents 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 **Trav-Ad Signs, Inc.**, as the lowest responsible, responsive bidder in the Bid amount of one hundred fifty-four thousand five hundred eighty-six dollars and nine cents (\$154,586.09), 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 **Trav-Ad Signs, Inc.**, of the City's intent to make such award and are also authorized to proceed

*Resolution No. 2025-240-R*

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 **Trav-Ad Signs, Inc.**, 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 **Trav-Ad Signs, Inc.**, 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 **Trav-Ad Signs, Inc.**, in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

**READ, PASSED AND ADOPTED** this 28<sup>th</sup> day of July 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

*Resolution No. 2025-240-R*



2025-016-ITB / Wayfinding Project Phase 2  
Issued July 2, 2025

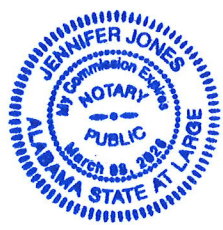
BID TABULATION

BIDDER NAME	Trav-Ad Signs, Inc.	Knight Sign Industries, 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
BASE BID TOTAL	\$154,586.09	\$192,944.01
ADDITIVE ALTERNATE #1	\$25,852.00	\$21,256.00
BASE BID + ADDITIVE ALTERNATE #1	\$180,438.09	\$214,200.01

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 July, 2025.



Jennifer Jones  
Notary Public

# Bidder Pricing Sheet

## 2025-016-ITB / Wayfinding Project Phase 2

### Bid Sign Quantities

	Sign Type	Quantity	Unit Cost	Total Cost
1	Directional Vehicle – Decorative Traffic	4	8881	\$ 35,524.00
2	Directional Vehicle - Fast Traffic	3	21163.15	\$ 63,489.45
3	Directional Vehicle - Fast Traffic - sign and attachment components only	1	2610	\$ 2,610.00
4	Directional Vehicle - Fast Traffic - blade only	2	470	\$ 940.00
5	Proximity Signs - Tall	2	3835.34	\$ 7,670.68
6	Proximity Signs - Medium	6	3835.34	\$ 23,012.04
7	Secondary Gateway Sign - illuminated	1	18140	\$ 18,140.00
8	Kiosks - map change only	3	244.6	\$ 733.80
9	Parking Signs - sign and attachment components only	4	616.7	\$ 2,466.80

**Bid Total**                      26                      \$                      **154,586.09**

\*Estimated Completion time: 6 months

	Additive Alternate	Quantity	Unit Cost	Total Cost
1	Secondary Gateway Sign - illuminated	1	25852	\$ 25,852.00

**Base Bid + Additive Alternate**                      \$                      **180,438.09**

**Bidder Name:** \_Trav-ad Signs Inc\_

**Address:** \_58 Shields Rd \_

**City/State/Zip:** \_\_\_Huntsville, AL 35811\_

I, SANDI SINGLETARY as PRESIDENT 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.

07/22/2025  
Date

Sandi Singletary  
Signature of Authorized Representative

## ORDINANCE NO. 2025-235

### AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT LOCATED WITHIN LOTS 4 & 5 OF BLOCK 2 OF CHESTNUT ACRES SUBDIVISION

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **3+2 Properties, LLC**, requesting the vacation of a portion of utility & drainage easement located within Lots 4 & 5 of Block 2 of Chestnut Acres Subdivision and further described as follows:

ALL THAT PART OF LOTS 4 AND 5 OF BLOCK 2 OF CHESTNUT ACRES AS RECORDED IN PLAT BOOK 6 ON PAGE 49 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 4 OF SAID SUBDIVISION; THENCE, INTO SAID LOT 4, SOUTH 17 DEGREES 02 MINUTES 24 SECONDS EAST 15.79 FEET TO A POINT THAT IS 5 FEET EAST OF THE WEST BOUNDARY OF SAID LOT 4 AND 15 FEET SOUTH OF THE SOUTH MARGIN OF THE 50-FOOT RIGHT OF WAY FOR CHESTNUT DRIVE; THENCE SOUTH 88 DEGREES 51 MINUTES 09 SECONDS EAST 123.20 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HERIN DESCRIBED, SAID POINT BEING ON THE WEST BOUNDARY OF THE 5-FOOT UTILITY AND DRAINAGE EASEMENT WHICH LIES ALONG THE EAST BOUNDARY OF SAID LOT 4;

THENCE, FROM THE POINT OF BEGINNING, ALONG A LINE THAT IS 15 FEET SOUTH OF THE SOUTH MARGIN OF CHESTNUT DRIVE, ACROSS SAID LOTS 4 AND 5, SOUTH 88 DEGREES 51 MINUTES 09 SECONDS EAST 10.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE 5-FOOT UTILITY AND DRAINAGE EASEMENT THAT LIES ALONG THE WEST BOUNDARY OF SAID LOT 5; THENCE, ALONG THE EAST BOUNDARY OF SAID EASEMENT, SOUTH 01 DEGREE 13 MINUTES 33 SECONDS WEST 129.72 FEET TO THE NORTH BOUNDARY OF THE 5-FOOT EASEMENT WHICH LIES ALONG THE SOUTH BOUNDARIES OF THE TWO LOTS; THENCE NORTH 88 DEGREES 47 MINUTES 59 SECONDS WEST 10.00 FEET TO THE WEST BOUNDARY OF THE 5-FOOT UTILITY AND DRAINAGE EASMENT THAT LIES ALONG THE EAST BOUNDARY OF SAID LOT 4; THENCE, ALONG SAID BOUNDARY, NORTH 01 DEGREES 13 MINUTES 33 SECONDS EAST 129.71 FEET TO THE POINT OF BEGINNING, CONTAINING 1,297 SQUARE FEET, OR 0.0298 ACRES, MORE OR LESS.

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

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

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility & drainage easement in favor of **3+2 Properties, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

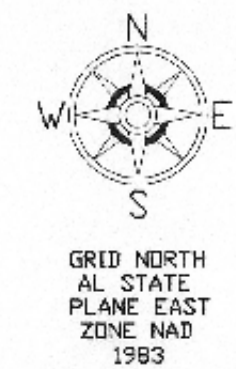
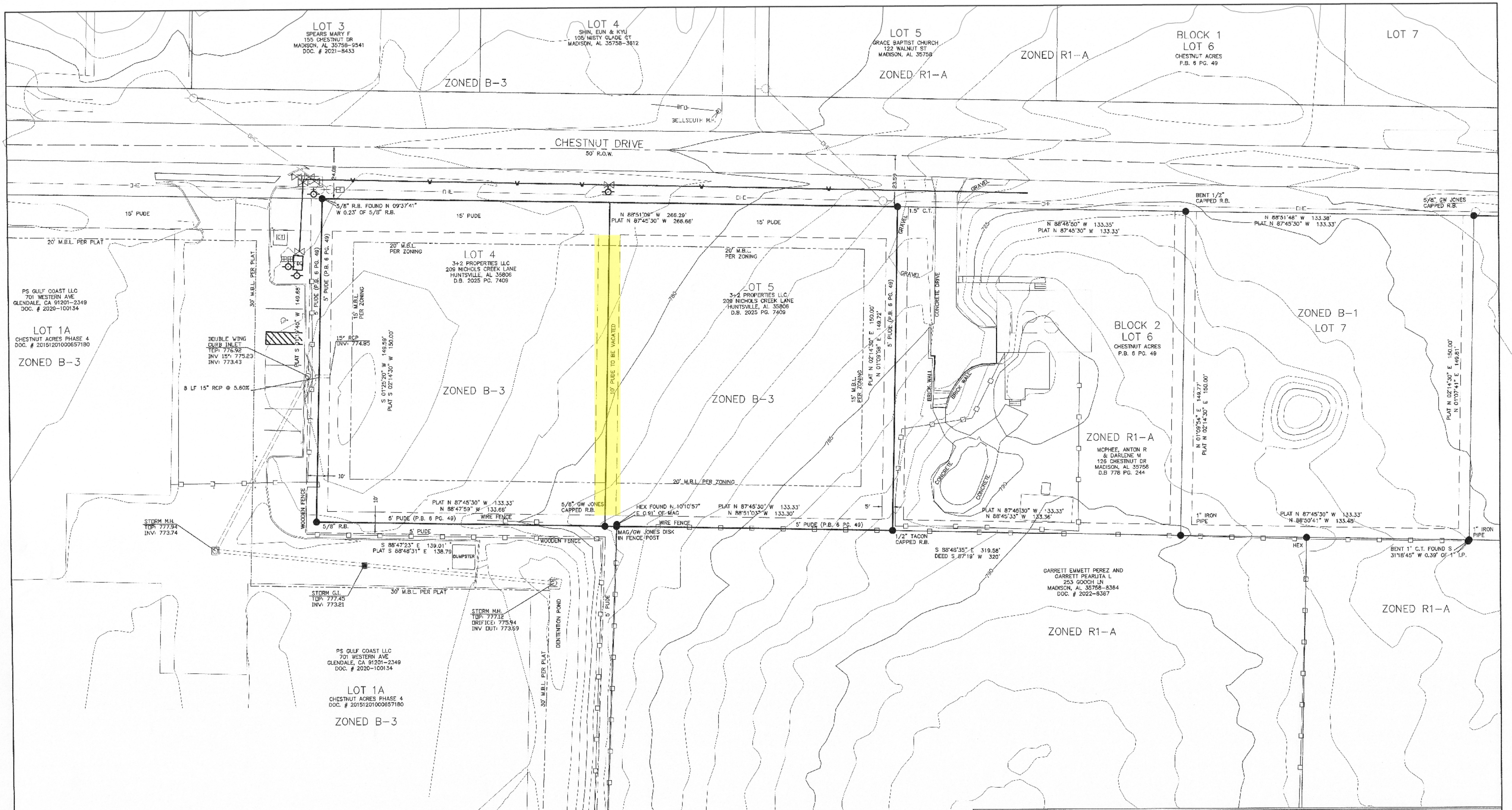
\_\_\_\_\_  
**John D. Seifert II, Council President**  
**City of Madison, Alabama**

**ATTEST:**

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

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

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



NOTE: THE REFERENCE BEARING IS GRID NORTH AS ESTABLISHED BY SURVEY GRADE GPS EQUIPMENT.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

WILLIAM T. HILL, JR.  
AL REG. NO. 18764  
DATE 6-9-2025

LEGEND	
	POWER POLE
	ELECTRIC TRANSFORMER
	ELECTRIC METER
	TELEPHONE
	AT&T/COMCAST VAULT
	FIBER OPTIC
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	LAMP POST
	GUY WIRE
	GAS VALVE
	GAS METER
	CENTER LINE
	MINIMUM BUILD LINE
	FENCELINE
	CLEANOUT
	SANITARY SEWER MAN HOLE
	STORM SEWER MAN HOLE
	P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT
	REBAR

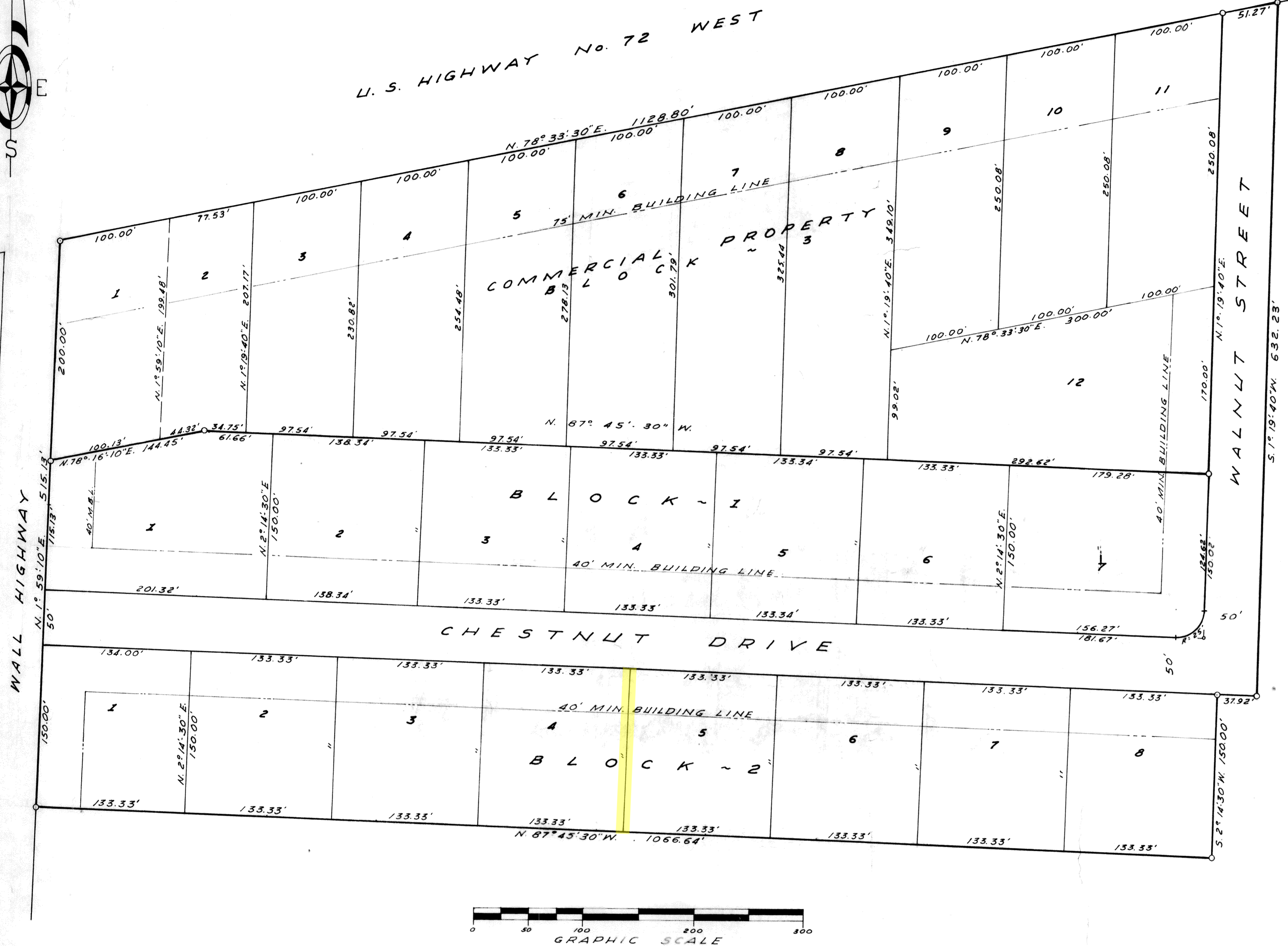
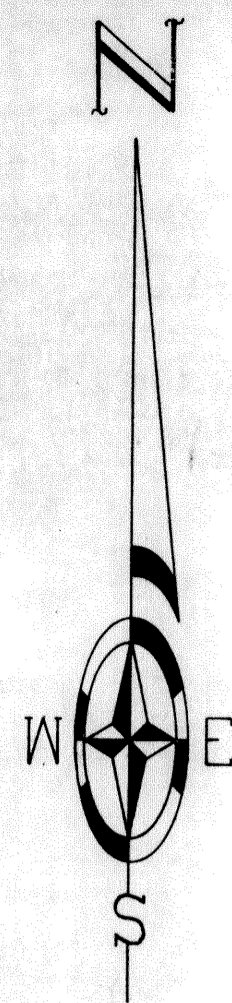
**HILL LAND SURVEYING, INC.**  
133 FEATHERSTONE LANE  
OWENS CROSS ROADS, AL 35763  
256-337-6102

**EXISTING CONDITIONS**  
**150 & 140 CHESTNUT DR.**  
A SURVEY OF LOTS 4 & 5, BLOCK 2 OF  
CHESTNUT ACRES AS RECORDED IN PLAT BOOK 6,  
PAGE 49, IN THE PROBATE RECORDS OF MADISON  
COUNTY, ALABAMA

TOWNSHIP 3S, RANGE 2W,  
SECTION 28

DRAWN BY: TPL DATE: 03-13-2025  
CHECKED: WTH

0 10 20 40  
SCALE: 1" = 20'  
SHEET 1 OF 1



STATE OF ALABAMA ( )  
MADISON COUNTY ( )

I, Roy T. Gilbert, do hereby certify that I am a registered Civil Engineer and Surveyor, and that I have surveyed the lands embraced in the within plat or map designated as Chestnut Acres, all lying within the corporate limits of the City of Madison, Alabama. It is further certified that said plat or map is a true map or plat of lands embraced therein, showing the subdivision thereof into lots, blocks, streets, public grounds, and public ways, giving the length, width, bearing and boundaries of each lot as well as the length, width, and name of each street and the number of each lot and block, and the relation of the said lands to the Government Survey.

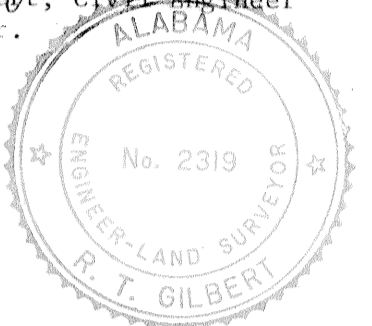
R. L. Smith, Owner of said lands embraced in said subdivision and Annie Sue Smith, wife of said R. L. Smith, join in this certificate, as required by law for the purpose of giving full force and effect to the platting of said lands as contemplated and required by law.

In witness whereof, we the said Roy T. Gilbert, Civil Engineer and R. L. Smith, Owner, and Annie Sue Smith, wife of said R. L. Smith, hereunto set our hands and affix our seals this the 20<sup>th</sup> day of April, 1966.

R. L. Smith  
R. L. Smith, Owner

Roy T. Gilbert  
Roy T. Gilbert, Civil Engineer  
and Surveyor.

Annie Sue Smith  
Annie Sue Smith, Wife of Owner



STATE OF ALABAMA ( )  
MADISON COUNTY ( )

I, Dorothy D. Hooper, a Notary Public in and for said County and State, hereby certify that Roy T. Gilbert, whose name is signed to the foregoing certificate and who is known to me, acknowledged before me on this day that being informed of the contents of the certificate, he executed the same voluntarily on the day the same bears date.

And I further certify that R. L. Smith, Owner of said lands, and Annie Sue Smith, wife of said R. L. Smith, whose names are signed to the foregoing certificate and who are known to me, acknowledged before me on this date that being informed of the contents of the certificate, they executed the same voluntarily on the day same bears date.

And I further certify that on this day came before me the within named Annie Sue Smith, who being examined separate and apart from her husband, touching her signature to the within certificate, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

In witness whereof, I hereunto set my hand and seal this the 20<sup>th</sup> day of April, 1966.



Dorothy D. Hooper  
Dorothy D. Hooper, Notary Public

STATE OF ALABAMA ( )  
MADISON COUNTY ( )

The within plat of Chestnut Acres, Madison, Alabama, is hereby approved by the Madison County Health Department, this 2 day of May, 1966.

MADISON COUNTY HEALTH DEPARTMENT

BY: C. M. Lipton

The within plat of Chestnut Acres, Madison, Alabama, is hereby approved by the Planning Commission for the City of Madison, Alabama, this 6<sup>th</sup> day of June, 1966.

CITY PLANNING COMMISSION

BY: Donald L. Lipton  
Acting Chairman

#### GENERAL NOTES:

1. There is a 5.0 foot utility and drainage easement on the side of each side and rear lot line unless otherwise shown. The above note does not apply when two lots, more than two lots, or one lot and a portion of another lot are used for one building site.

2. All anchor easements are 10' X 15' unless otherwise shown.

RECORDED \_\_\_\_\_  
PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

## CHESTNUT ACRES

SECTION 28 T.35. R.2 W.  
MADISON COUNTY, ALABAMA

SCALE 1" = 60'	PREPARED BY GILBERT ENGINEERING CO.	DATE DEC. 1965
DESIGNED		JOB NO. 65-447
DRAWN W. E. B.	44 TRAYLOR ISLAND MEMORIAL PARKWAY NORTH HUNTSVILLE, ALABAMA	SHEET NO.
CHECKED		

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

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

**KNOW ALL MEN BY THESE PRESENTS THAT**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **3+2 Properties, LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

ALL THAT PART OF LOTS 4 AND 5 OF BLOCK 2 OF CHESTNUT ACRES AS RECORDED IN PLAT BOOK 6 ON PAGE 49 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 5/8” REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 4 OF SAID SUBDIVISION; THENCE, INTO SAID LOT 4, SOUTH 17 DEGREES 02 MINUTES 24 SECONDS EAST 15.79 FEET TO A POINT THAT IS 5 FEET EAST OF THE WEST BOUNDARY OF SAID LOT 4 AND 15 FEET SOUTH OF THE SOUTH MARGIN OF THE 50-FOOT RIGHT OF WAY FOR CHESTNUT DRIVE; THENCE SOUTH 88 DEGREES 51 MINUTES 09 SECONDS EAST 123.20 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HERIN DESCRIBED, SAID POINT BEING ON THE WEST BOUNDARY OF THE 5-FOOT UTILITY AND DRAINAGE EASEMENT WHICH LIES ALONG THE EAST BOUNDARY OF SAID LOT 4; THENCE, FROM THE POINT OF BEGINNING, ALONG A LINE THAT IS 15 FEET SOUTH OF THE SOUTH MARGIN OF CHESTNUT DRIVE, ACROSS SAID LOTS 4 AND 5, SOUTH 88 DEGREES 51 MINUTES 09 SECONDS EAST 10.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE 5-FOOT UTILITY AND DRAINAGE EASEMENT THAT LIES ALONG THE WEST BOUNDARY OF SAID LOT 5; THENCE, ALONG THE EAST BOUNDARY OF SAID EASEMENT, SOUTH 01 DEGREE 13 MINUTES 33 SECONDS WEST 129.72 FEET TO THE NORTH BOUNDARY OF THE 5-FOOT EASEMENT WHICH LIES ALONG THE SOUTH BOUNDARIES OF THE TWO LOTS; THENCE NORTH 88 DEGREES 47 MINUTES 59 SECONDS WEST 10.00 FEET TO THE WEST BOUNDARY OF THE 5-FOOT UTILITY AND DRAINAGE EASMENT THAT LIES ALONG THE EAST BOUNDARY OF SAID LOT 4; THENCE, ALONG SAID BOUNDARY, NORTH 01 DEGREES 13 MINUTES 33 SECONDS EAST 129.71 FEET TO THE POINT OF BEGINNING, CONTAINING 1297 SQUARE FEET OR 0.0298 ACRES, MORE OR LESS.

Quitclaim Deed  
Lots 4 & 5 of Block 2 of Chestnut Acres VOE  
Page 1 of 2

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## ORDINANCE NO. 2025-236

### AN ORDINANCE FOR THE VACATION OF A DRAINAGE EASEMENT LOCATED WITHIN TRACT 3C OF BELLAWOODS PHASE 2B SUBDIVISION

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Diltina Development Corporation** requesting the vacation of a portion of a drainage easement located within Tract 3C of Phase 2B of Bellawoods Subdivision and further described as follows:

*A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN TRACT 3C OF THE FINAL PLAT OF BELLAWOODS – PHASE 2B AS RECORDED IN PLAT BOOK L, PAGES 130-131 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCING AT THE NORTHEAST CORNER OF LOT 61 OF THE FINAL PLAT OF SAID BELLAWOODS – PHASE 2; THENCE RUN SOUTH 88 DEGREES 48 MINUTES 56 SECONDS WEST, 173.77 FEET ALONG THE NORTH BOUNDARY OF LOTS 61 AND 62 OF THE FINAL PLAT OF SAID BELLAWOODS PHASE 2 TO A POINT; THENCE, LEAVING THE NORTH BOUNDARY OF SAID LOT 62, RUN NORTH 52 DEGREES 42 MINUTES 31 SECONDS WEST, 39.96 FEET TO THE POINT OF BEGINNING;*

*THENCE, FROM THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID DRAINAGE EASEMENT FOR THE FOLLOWING COURSES: NORTH 74 DEGREES 30 MINUTES 54 SECONDS WEST, 368.48 FEET TO A POINT; THENCE RUN NORTH 60 DEGREES 13 MINUTES 43 SECONDS WEST, 310.45 FEET TO A POINT; THENCE RUN SOUTH 66 DEGREES 44 MINUTES 50 SECONDS WEST, 517.74 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 39 MINUTES 56 SECONDS WEST, 270.47 FEET TO A POINT; THENCE, LEAVING THE BOUNDARY OF SAID DRAINAGE EASEMENT, RUN NORTH 88 DEGREES 18 MINUTES 58 SECONDS WEST, 102.65 FEET TO A POINT; THENCE RUN NORTH 66 DEGREES 34 MINUTES 06 SECONDS WEST, 117.95 FEET TO A POINT; THENCE RUN NORTH 28 DEGREES 46 MINUTES 34 SECONDS EAST, 139.89 FEET TO A POINT; THENCE RUN NORTH 61 DEGREES 13 MINUTES 26 SECONDS WEST, 37.06 FEET TO A POINT; THENCE RUN SOUTH 28 DEGREES 46 DEGREES 34 SECONDS WEST, 135.00 FEET TO A POINT; THENCE RUN NORTH 61 DEGREES 13*

MINUTES 26 SECONDS WEST, 87.31 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 40 MINUTES 04 SECONDS WEST, 156.16 FEET TO A POINT; THENCE RUN SOUTH 11 DEGREES 35 MINUTES 01 SECOND WEST, 142.58 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 19 MINUTES 56 SECONDS WEST, 123.00 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 40 MINUTES 04 SECONDS WEST, 77.19 FEET TO A POINT; THENCE RUN 58.69 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 14 DEGREES 56 MINUTES 47 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 48 MINUTES 20 SECONDS EAST, 58.53 FEET TO A POINT; THENCE RUN SOUTH 14 DEGREES 16 MINUTES 43 SECONDS EAST, 34.49 FEET TO A POINT; THENCE RUN 71.73 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, A DELTA ANGLE OF 14 DEGREES 56 MINUTES 38 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 48 MINUTES 24 SECONDS EAST, 71.52 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 39 MINUTES 56 SECONDS WEST, 1.25 FEET TO A POINT LYING ON THE SOUTH BOUNDARY OF TRACT 3C OF SAID FINAL PLAT OF BELLAWOODS – PHASE 2B; THENCE RUN NORTH 89 DEGREES 20 MINUTES 04 SECONDS WEST, 50.00 FEET ALONG THE SOUTH BOUNDARY OF SAID TRACT 3C TO A POINT; THENCE, LEAVING THE SOUTH BOUNDARY OF SAID TRACT 3C, RUN NORTH 00 DEGREES 39 MINUTES 56 SECONDS EAST, 1.25 FEET TO A POINT; THENCE RUN 58.69 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 14 DEGREES 56 MINUTES 38 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 06 DEGREES 48 MINUTES 24 SECONDS WEST, 58.52 FEET TO A POINT; THENCE RUN NORTH 14 DEGREES 16 MINUTES 43 SECONDS WEST, 17.23 FEET TO A POINT; THENCE RUN SOUTH 75 DEGREES 43 MINUTES 17 SECONDS WEST, 169.49 FEET TO A POINT LYING ON THE WEST BOUNDARY OF SAID TRACT 3C; THENCE RUN NORTH 00 DEGREES 40 MINUTES 04 SECONDS EAST, 619.23 FEET ALONG THE WEST BOUNDARY OF SAID TRACT 3C TO A POINT; THENCE, LEAVING THE WEST BOUNDARY OF SAID TRACT 3C, RUN NORTH 28 DEGREES 46 MINUTES 34 SECONDS EAST, 21.82 FEET TO A POINT; THENCE RUN SOUTH 40 DEGREES 39 MINUTES 07 SECONDS EAST, 53.20 FEET TO A POINT; THENCE RUN NORTH 80 DEGREES 42 MINUTES 19 SECONDS EAST, 52.94 FEET TO A POINT; THENCE RUN SOUTH 43 DEGREES 57 MINUTES 26 SECONDS EAST, 53.68 FEET TO A POINT; THENCE RUN NORTH 76 DEGREES 57 MINUTES 18 SECONDS EAST, 64.69 FEET TO A POINT; THENCE RUN NORTH 05 DEGREES 46 MINUTES 02 SECONDS EAST, 28.51 FEET TO A POINT; THENCE RUN NORTH 44 DEGREES 47 MINUTES 46 SECONDS WEST, 79.13 FEET TO A POINT; THENCE RUN NORTH 26 DEGREES 36 MINUTES 43 SECONDS WEST, 97.45 FEET TO A POINT; THENCE RUN NORTH 53 DEGREES 41 MINUTES 07 SECONDS WEST, 23.91 FEET TO A POINT; THENCE RUN NORTH 28 DEGREES 46 MINUTES 34 SECONDS EAST, 222.56 FEET TO A POINT; THENCE RUN SOUTH 61 DEGREES 13 MINUTES 26 SECONDS EAST, 32.26 FEET TO A POINT LYING ON THE BOUNDARY OF SAID DRAINAGE EASEMENT; THENCE RUN ALONG THE BOUNDARY OF SAID DRAINAGE EASEMENT FOR THE FOLLOWING COURSES: SOUTH 32 DEGREES 54 MINUTES 34 SECONDS WEST, 171.94 FEET TO A POINT; THENCE RUN SOUTH 56 DEGREES 58 MINUTES 54 SECONDS EAST, 204.01 FEET TO A

POINT; THENCE RUN NORTH 54 DEGREES 21 MINUTES 03 SECONDS EAST, 219.28 FEET TO A POINT; THENCE, LEAVING THE BOUNDARY OF SAID DRAINAGE EASEMENT, RUN SOUTH 61 DEGREES 13 MINUTES 26 SECONDS EAST, 32.02 FEET TO A POINT; THENCE RUN SOUTH 28 DEGREES 46 MINUTES 34 SECONDS WEST, 30.00 FEET TO A POINT; THENCE RUN SOUTH 61 DEGREES 13 MINUTES 26 SECONDS EAST, 100.00 FEET TO A POINT; THENCE RUN SOUTH 28 DEGREES 46 MINUTES 34 SECONDS WEST, 135.00 FEET TO A POINT; THENCE RUN SOUTH 61 DEGREES 13 MINUTES 26 SECONDS EAST, 30.22 FEET TO A POINT; THENCE RUN NORTH 27 DEGREES 41 MINUTES 20 SECONDS EAST, 80.09 FEET TO A POINT; THENCE RUN NORTH 34 DEGREES 49 MINUTES 16 SECONDS EAST, 80.53 FEET TO A POINT; THENCE RUN NORTH 50 DEGREES 51 MINUTES 44 SECONDS EAST, 119.55 FEET TO A POINT; THENCE RUN NORTH 48 DEGREES 33 MINUTES 30 SECONDS EAST, 100.05 FEET TO A POINT; THENCE RUN NORTH 57 DEGREES 18 MINUTES 10 SECONDS EAST, 135.90 FEET TO A POINT; THENCE RUN NORTH 80 DEGREES 27 MINUTES 20 SECONDS EAST, 144.78 FEET TO A POINT; THENCE RUN NORTH 86 DEGREES 57 MINUTES 53 SECONDS EAST, 125.57 FEET TO A POINT; THENCE RUN NORTH 87 DEGREES 30 MINUTES 11 SECONDS EAST, 26.85 FEET TO A POINT; THENCE RUN SOUTH 80 DEGREES 13 MINUTES 47 SECONDS EAST, 63.37 FEET TO A POINT; THENCE RUN SOUTH 65 DEGREES 04 MINUTES 10 SECONDS EAST, 178.38 FEET TO A POINT; THENCE RUN 3.83 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, A DELTA ANGLE OF 0 DEGREES 39 MINUTES 53 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 55 DEGREES 20 MINUTES 10 SECONDS EAST, 3.83 FEET TO A POINT; THENCE RUN NORTH 55 DEGREES 00 MINUTES 13 SECONDS EAST, 63.07 FEET TO A POINT; THENCE RUN NORTH 20 DEGREES 17 MINUTES 52 SECONDS WEST, 163.78 FEET TO A POINT; THENCE RUN NORTH 69 DEGREES 42 MINUTES 08 SECONDS EAST, 200.00 FEET TO A POINT; THENCE RUN SOUTH 20 DEGREES 17 MINUTES 52 SECONDS EAST, 150.00 FEET TO A POINT; THENCE RUN NORTH 69 DEGREES 42 MINUTES 08 SECONDS EAST, 47.44 FEET TO A POINT; THENCE RUN 50.43 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 155.00 FEET, A DELTA ANGLE OF 18 DEGREES 38 MINUTES 24 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 22 MINUTES 55 SECONDS EAST, 50.20 FEET TO A POINT; THENCE RUN SOUTH 38 DEGREES 56 MINUTES 17 SECONDS EAST, 40.00 FEET TO A POINT; THENCE RUN 31.14 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 71 DEGREES 21 MINUTES 35 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 15 DEGREES 22 MINUTES 55 SECONDS WEST, 29.16 FEET TO A POINT; THENCE RUN SOUTH 20 DEGREES 17 MINUTES 52 SECONDS EAST, 141.96 FEET TO A POINT; THENCE RUN SOUTH 69 DEGREES 49 MINUTES 41 SECONDS WEST, 193.08 FEET TO A POINT; THENCE RUN SOUTH 30 DEGREES 03 MINUTES 18 SECONDS EAST, 174.45 FEET TO A POINT; THENCE RUN SOUTH 52 DEGREES 42 MINUTES 31 SECONDS EAST, 63.61 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.87 ACRES (560,677 SQUARE FEET) MORE OR LESS.

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

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

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

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

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

**ATTEST:**

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

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

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



H:\Projects\24\112 Bellwoods\Survey\Exhibits\Easement Vacation Drainage Esm' +\24112\_Exhibit EV.dwg

LINE TABLE			LINE TABLE			LINE TABLE		
NO.	DIRECTION	LENGTH	NO.	DIRECTION	LENGTH	NO.	DIRECTION	LENGTH
L1	S 88° 48' 56" W	173.77'	L22	S 75° 43' 17" W	169.49'	L43	N 27° 41' 20" E	80.09'
L2	N 52° 42' 31" W	39.96'	L23	N 00° 40' 04" E	619.23'	L44	N 34° 49' 16" E	80.53'
L3	N 74° 30' 54" W	368.48'	L24	N 28° 46' 34" E	21.82'	L45	N 50° 51' 44" E	119.55'
L4	N 60° 13' 43" W	310.45'	L25	S 40° 39' 07" E	53.20'	L46	N 48° 33' 30" E	100.05'
L5	S 66° 44' 50" W	517.74'	L26	N 80° 42' 19" E	52.94'	L47	N 57° 18' 10" E	135.90'
L6	S 00° 39' 56" W	270.47'	L27	S 43° 57' 26" E	53.68'	L48	N 80° 27' 20" E	144.78'
L7	N 88° 18' 58" W	102.65'	L28	N 76° 57' 18" E	64.69'	L49	N 86° 57' 53" E	125.57'
L8	N 66° 34' 06" W	117.95'	L29	N 05° 46' 02" E	28.51'	L50	N 87° 30' 11" E	26.85'
L9	N 28° 46' 34" E	139.89'	L30	N 44° 47' 46" W	79.13'	L51	S 80° 13' 47" E	63.37'
L10	N 61° 13' 26" W	37.06'	L31	N 26° 36' 43" W	97.45'	L52	S 65° 04' 10" E	178.38'
L11	S 28° 46' 34" W	135.00'	L32	N 53° 41' 07" W	23.91'	L53	N 55° 00' 13" E	63.07'
L12	N 61° 13' 26" W	87.31'	L33	N 28° 46' 34" E	222.56'	L54	N 20° 17' 52" W	163.78'
L13	S 00° 40' 04" W	156.16'	L34	S 61° 13' 26" E	32.26'	L55	N 69° 42' 08" E	200.00'
L14	S 11° 35' 01" W	142.58'	L35	S 32° 54' 34" W	171.94'	L56	S 20° 17' 52" E	150.00'
L15	N 89° 19' 56" W	123.00'	L36	S 56° 58' 54" E	204.01'	L57	N 69° 42' 08" E	47.44'
L16	S 00° 40' 04" W	77.19'	L37	N 54° 21' 03" E	219.28'	L58	S 38° 56' 17" E	40.00'
L17	S 14° 16' 43" E	34.49'	L38	S 61° 13' 26" E	32.02'	L59	S 20° 17' 52" E	141.96'
L18	S 00° 39' 56" W	1.25'	L39	S 28° 46' 34" W	30.00'	L60	S 69° 49' 41" W	193.08'
L19	N 89° 20' 04" W	50.00'	L40	S 61° 13' 26" E	100.00'	L61	S 30° 03' 18" E	174.45'
L20	N 00° 39' 56" E	1.25'	L41	S 28° 46' 34" W	135.00'	L62	S 52° 42' 31" E	63.61'
L21	N 14° 16' 43" W	17.23'	L42	S 61° 13' 26" E	30.22'			

CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	CHORD DIR.	CHORD
C1	225.00	58.69	14° 56' 47"	S 06° 48' 20" E	58.53'
C2	275.00	71.73	14° 56' 38"	S 06° 48' 24" E	71.52'
C3	225.00	58.69	14° 56' 38"	N 06° 48' 24" W	58.52'
C4	330.00	3.83	0° 39' 53"	N 55° 20' 10" E	3.83'
C5	155.00	50.43	18° 38' 24"	N 60° 22' 55" E	50.20'
C6	25.00	31.14	71° 21' 35"	S 15° 22' 55" W	29.16'

Exhibit Drawing - Easement Vacation

Portion of Drainage Easement lying within Tract 3C, Bellawoods-Phase 2B (PB L, Pg 130) Section 35, Township 3 South, Range 3 West of the Huntsville Meridian City of Madison, Limestone County, Alabama

Project No.: 24112.H0

Scale: - - -

Sheet No. 2 of 2

Drawn By: H. Galloway

Office Date: 05.08.2025

Checked By: B. Proctor

Field Book: 1131H0

Revisions:

07.10.25 Rev to exclude effective FEMA floodplain area lying in Lots 122-124

Civil Engineering | Land Surveying | Landscape Architecture

Environmental | Water Resources | Laser Scanning + Modeling

SCHÖPTEL

1001 22nd Street South Birmingham, Alabama 35205 205.323.6166

101 Washington St. SE Huntsville, Alabama 35801 256.539.1221

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

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

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

*A parcel of land situated in the Southeast Quarter of Section 35, Township 3 South, Range 3 West of the Huntsville Meridian, City of Madison, Limestone County, Alabama, {BEARINGS AND DISTANCES referenced to the Alabama State Plane Coordinate System, East Zone, NAD83(2011)} and being a portion of a Drainage Easement established by the final plat of Bellawoods – Phase 2 as recorded in Plat Book L, Pages 23-25 in the Office of the Judge of Probate, Limestone County, Alabama, and being further described as lying within Tract 3C of the final plat of Bellawoods – Phase 2B as recorded in Plat Book L, Pages 130-131 in said Probate Office, and being more particularly described as follows: Commencing at the northeast corner of Lot 61 of the final plat of said Bellawoods – Phase 2; thence run South 88 degrees 48 minutes 56 seconds West, 173.77 feet along the north boundary of Lots 61 and 62 of the final plat of said Bellawoods Phase 2 to a point; thence, leaving the north boundary of said Lot 62, run North 52 degrees 42 minutes 31 seconds West, 39.96 feet to the Point of Beginning; Thence, from the Point of Beginning, run along the boundary of said Drainage Easement for the following courses: North 74 degrees 30 minutes 54 seconds West, 368.48 feet to a point; thence run North 60 degrees 13 minutes 43 seconds West, 310.45 feet to a point; thence run South 66 degrees 44 minutes 50 seconds West, 517.74 feet to a point; thence run South 00 degrees 39 minutes 56 seconds West, 270.47 feet to a point; thence, leaving the boundary of said Drainage Easement, run North 88 degrees 18 minutes 58 seconds West, 102.65 feet to a point; thence run North 66 degrees 34 minutes 06 seconds West, 117.95 feet to a point; thence run North 28 degrees 46 minutes*

34 seconds East, 139.89 feet to a point; thence run North 61 degrees 13 minutes 26 seconds West, 37.06 feet to a point; thence run South 28 degrees 46 minutes 34 seconds West, 135.00 feet to a point; thence run North 61 degrees 13 minutes 26 seconds West, 87.31 feet to a point; thence run South 00 degrees 40 minutes 04 seconds West, 156.16 feet to a point; thence run South 11 degrees 35 minutes 01 second West, 142.58 feet to a point; thence run North 89 degrees 19 minutes 56 seconds West, 123.00 feet to a point; thence run South 00 degrees 40 minutes 04 seconds West, 77.19 feet to a point; thence run 58.69 feet along a curve to the left having a radius of 225.00 feet, a delta angle of 14 degrees 56 minutes 47 seconds, and a chord bearing and distance of South 06 degrees 48 minutes 20 seconds East, 58.53 feet to a point; thence run South 14 degrees 16 minutes 43 seconds East, 34.49 feet to a point; thence run 71.73 feet along a curve to the right having a radius of 275.00 feet, a delta angle of 14 degrees 56 minutes 38 seconds, and a chord bearing and distance of South 06 degrees 48 minutes 24 seconds East, 71.52 feet to a point; thence run South 00 degrees 39 minutes 56 seconds West, 1.25 feet to a point lying on the south boundary of Tract 3C of said final plat of Bellawoods – Phase 2B; thence run North 89 degrees 20 minutes 04 seconds West, 50.00 feet along the south boundary of said Tract 3C to a point; thence, leaving the south boundary of said Tract 3C, run North 00 degrees 39 minutes 56 seconds East, 1.25 feet to a point; thence run 58.69 feet along a curve to the left having a radius of 225.00 feet, a delta angle of 14 degrees 56 minutes 38 seconds, and a chord bearing and distance of North 06 degrees 48 minutes 24 seconds West, 58.52 feet to a point; thence run North 14 degrees 16 minutes 43 seconds West, 17.23 feet to a point; thence run South 75 degrees 43 minutes 17 seconds West, 169.49 feet to a point lying on the west boundary of said Tract 3C; thence run North 00 degrees 40 minutes 04 seconds East, 619.23 feet along the west boundary of said Tract 3C to a point; thence, leaving the west boundary of said Tract 3C, run North 28 degrees 46 minutes 34 seconds East, 21.82 feet to a point; thence run South 40 degrees 39 minutes 07 seconds East, 53.20 feet to a point; thence run North 80 degrees 42 minutes 19 seconds East, 52.94 feet to a point; thence run South 43 degrees 57 minutes 26 seconds East, 53.68 feet to a point; thence run North 76 degrees 57 minutes 18 seconds East, 64.69 feet to a point; thence run North 05 degrees 46 minutes 02 seconds East, 28.51 feet to a point; thence run North 44 degrees 47 minutes 46 seconds West, 79.13 feet to a point; thence run North 26 degrees 36 minutes 43 seconds West, 97.45 feet to a point; thence run North 53 degrees 41 minutes 07 seconds West, 23.91 feet to a point; thence run North 28 degrees 46 minutes 34 seconds East, 222.56 feet to a point; thence run South 61 degrees 13 minutes 26 seconds East, 32.26 feet to a point lying on the boundary of said Drainage Easement; thence run along the boundary of said Drainage Easement for the following courses: South 32 degrees 54 minutes 34 seconds West, 171.94 feet to a point; thence run South 56 degrees 58 minutes 54 seconds East, 204.01 feet to a point; thence run North 54 degrees 21 minutes 03 seconds East, 219.28 feet to a point; thence, leaving the boundary of said Drainage Easement, run South 61 degrees 13 minutes 26 seconds East, 32.02 feet to a point; thence run South 28 degrees 46 minutes 34 seconds West, 30.00 feet to a point; thence run South 61 degrees 13 minutes 26 seconds East, 100.00 feet to a point; thence run South 28 degrees 46 minutes 34 seconds West, 135.00 feet to a point; thence run South 61 degrees 13 minutes 26 seconds East, 30.22 feet to a point; thence run North 27 degrees 41 minutes 20 seconds East, 80.09 feet to a point; thence run North 34 degrees 49 minutes 16 seconds East, 80.53 feet to a point; thence run North 50 degrees 51 minutes 44 seconds East, 119.55 feet to a point; thence run North 48 degrees 33 minutes 30 seconds East, 100.05 feet to a point; thence run North 57 degrees 18 minutes 10 seconds East, 135.90 feet to a point; thence run North 80 degrees 27 minutes 20 seconds East, 144.78 feet to a point; thence run North 86 degrees 57 minutes 53 seconds East, 125.57 feet to

*a point; thence run North 87 degrees 30 minutes 11 seconds East, 26.85 feet to a point; thence run South 80 degrees 13 minutes 47 seconds East, 63.37 feet to a point; thence run South 65 degrees 04 minutes 10 seconds East, 178.38 feet to a point; thence run 3.83 feet along a curve to the left having a radius of 330.00 feet, a delta angle of 0 degrees 39 minutes 53 seconds, and a chord bearing and distance of North 55 degrees 20 minutes 10 seconds East, 3.83 feet to a point; thence run North 55 degrees 00 minutes 13 seconds East, 63.07 feet to a point; thence run North 20 degrees 17 minutes 52 seconds West, 163.78 feet to a point; thence run North 69 degrees 42 minutes 08 seconds East, 200.00 feet to a point; thence run South 20 degrees 17 minutes 52 seconds East, 150.00 feet to a point; thence run North 69 degrees 42 minutes 08 seconds East, 47.44 feet to a point; thence run 50.43 feet along a curve to the left having a radius of 155.00 feet, a delta angle of 18 degrees 38 minutes 24 seconds, and a chord bearing and distance of North 60 degrees 22 minutes 55 seconds East, 50.20 feet to a point; thence run South 38 degrees 56 minutes 17 seconds East, 40.00 feet to a point; thence run 31.14 feet along a curve to the left having a radius of 25.00 feet, a delta angle of 71 degrees 21 minutes 35 seconds, and a chord bearing and distance of South 15 degrees 22 minutes 55 seconds West, 29.16 feet to a point; thence run South 20 degrees 17 minutes 52 seconds East, 141.96 feet to a point; thence run South 69 degrees 49 minutes 41 seconds West, 193.08 feet to a point; thence run South 30 degrees 03 minutes 18 seconds East, 174.45 feet to a point; thence run South 52 degrees 42 minutes 31 seconds East, 63.61 feet back to the Point of Beginning. Said parcel contains 12.87 acres (560,677 square feet) more or less.*

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

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

City of Madison, Alabama,  
a municipal corporation

**ATTEST:**

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

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

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

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

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

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

**RESOLUTION NO. 2025-241-R**

**A RESOLUTION AUTHORIZING THE PURCHASE OF POLICE OFFICER  
UNIFORMS FROM THE BUYBOARD NATIONAL PURCHASING  
COOPERATIVE**

**WHEREAS**, the Alabama Department of Examiners of Public Accounts has authorized purchasing through BuyBoard, which is a national, intergovernmental purchasing cooperative, through December 31, 2025; and

**WHEREAS**, the Police Department has requested the purchase of law enforcement uniforms and accessories, from Galls, LLC, ("Galls"), to which BuyBoard has awarded a contract for uniforms and accessories (Proposal No. 773-25); and

**WHEREAS**, the Police Department has verified that the uniforms and accessories are not available for purchase on any bid that has been awarded by the State of Alabama; and

**WHEREAS**, the Police Department has verified that Galls is an authorized dealer for said equipment and is a participating vendor with BuyBoard holding a valid Alabama business license.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase uniforms and accessories from Galls via contract number 773-25 through the BuyBoard cooperative, subject to compliance with all rules and regulations set forth by the State of Alabama Department of Examiners of Public Accounts regarding cooperative purchasing opportunities and with all applicable City policies and regulations.

**READ, APPROVED, AND ADOPTED** this 28th day of July 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 July 2025

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



## Electronic Delivery

Mike Fadden  
Galls, LLC  
1340 Russell Cave Road  
Lexington, KY 40505

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 773-25, Uniforms and Accessories.

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025, through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 773-25 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the [buyboard.com](http://buyboard.com) website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at [bids@buyboard.com](mailto:bids@buyboard.com).

Sincerely,

Kristin Gardner, Bid Analyst  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative

**8 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of All Other Performance Related Uniforms, Related Supplies, and Accessories not listed above** (no athletic/sport team uniforms). **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**9 Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories. Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls LLC - BuyBoard Catalog

1  
6**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of Industrial Towels**. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
7**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

Discount (%) off catalog/price list for **Purchase of All Other Work Related Uniforms, Related Supplies, and Accessories not listed above**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: *PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls LLC - BuyBoard Catalog

**RESOLUTION NO. 2025-242-R**

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE CITY OF MADISON AND THE MADISON BOARD OF  
EDUCATION FOR CROSSING GUARDS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with the Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Crossing Guard Agreement" to provide crossing guards during the 2025-2026 school year; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the attached agreement and the Mayor or his designee shall be hereby authorized 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 fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of July 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 July 2025.

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

***CROSSING GUARD AGREEMENT***  
***School Year 2025-2026***

**THIS AGREEMENT** is made by and between the **City of Madison Board of Education** (hereinafter referred to as “Board”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”) for the School Year 2025-2026 and is made effective as of the date of execution by the latter-signing party.

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

**WHEREAS**, the City will provide essential services to the Board in furtherance of the objectives of the Parties;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. **Crossing Guard Assignment:** The City’s Police Department (“MPD”) shall provide no more than fifteen (15) crossing guards (“Crossing Guards”) to the Board of Education for placement within various Madison City Schools from August 4, 2025, through May 21, 2026.
2. **Crossing Guard Duties:** Crossing Guards shall provide pedestrian and vehicular traffic control services on the roads and rights of way adjoining school properties at the beginning and end of each school day, or at other times upon which the Parties mutually agree.
3. **Chain of Command:** The placement and day-to-day assignment of each Crossing Guard is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. Crossing Guards shall at all times remain under the MPD chain of command, as well as MPD rules, regulations, and standard operating procedures. MPD shall keep records of Crossing Guard performance and action consistent with standard MPD operating procedures, as well as the City’s personnel policies and procedures. MPD will provide time cards or other evidence of hours worked upon the Board’s request.
4. **Compensation:** Upon the City’s submission of an invoice to the Board, the Board agrees to reimburse the City for actual services rendered and hours worked according to the salaries listed on Exhibit A, attached hereto. The City shall submit its invoices, and the Board shall disburse payment at the end of the school calendar year.

5. Training, Equipment, Facilities:
  - a. The City shall ensure that Crossing Guards complete a practical training program covering techniques and procedures used to safely and effectively direct traffic, as well as the proper wear and use of safety equipment.
  - b. The City shall provide Crossing Guards with uniforms and reflective safety apparel. The City may also supply Crossing Guards with any other equipment that it determines to be necessary to complete the duties specified in this Agreement.
6. Good faith: The City and the Board each pledge to act in good faith in fulfilling the terms and conditions of this Agreement.
7. Independent Contractor: The City, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Board, but shall be deemed to be an independent contractor. The Board does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of the Board or entitled to any compensation, adjustments, or other benefits inuring to employees of the Board.
8. Compliance with laws: In carrying out the terms of this Agreement, the City 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. Specifically, without limitation, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
10. Termination: Both Parties agree that upon violation of any of the covenants or agreements herein contained on account of any act, omission, or commission by either party, the City or the Board may, as its option, provide written notice of its intention to terminate unless the breach is cured. The party receiving the notice will be afforded at least thirty (30) days within which to cure the breach asserted in the notice. In addition, if at any time during the Board's fiscal year its revenues decrease below that amount projected by the Board to sustain the operating budget of the Board, this Agreement may be declared null and void and all future responsibilities of both Parties hereunder rendered unenforceable. In that event, the Board shall be liable to the City for the prorated salaries of the assigned officers through the effective date of such termination.

of the Agreement by the Board. No other liability related to such termination shall accrue to either party.

11. Entire Agreement, Waiver, Amendment: 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 both Parties. This Agreement supersedes all other agreements between the Parties.
12. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster. Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.
13. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
14. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**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 these respective dates.

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

**ATTEST:**

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

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

Date: \_\_\_\_\_, 2025

**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-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

**CITY OF MADISON BOARD OF EDUCATION**

By: \_\_\_\_\_  
*Dr. Ed Nichols, Superintendent*

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

**STATE OF ALABAMA** )  
**COUNTY OF MADISON** )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Dr. Ed Nichols, whose name as Superintendent of the City of Madison Board of Education 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 the City of Madison Board of Education.

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

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

**School Year 2025/26 Crossing Guards**

Karen Reece (Head CG) (Bob Jones)	\$18.78/hr x 820 hrs/yr =	\$15,399.60
Tracy Moffitt (Bob Jones)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
Maria Morales de Stewart (Columbia)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
Stephen Frederick (Columbia)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
Carrie Sanders (Discovery)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
Kim Dugan (Heritage)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
James Dillard (Horizon)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
Lewis Martin (James Clemens)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
OPEN POSITION (Journey)	\$16.00/hr x 720 hrs/yr =	\$11,520.00
Malgorzata Moses (Liberty)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
Austin Sanders (Madison)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
Terri Perdue (Madison Pre-K)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
Laura Hossler (Midtown)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
Jennifer Klein (Mill Creek)	\$16.40/hr x 720 hrs/yr =	\$11,808.00
Nancy Liederbach (Rainbow)	\$16.40/hr x 720 hrs/yr =	\$11,808.00

Subtotal: \$180,423.60  
 Payroll Taxes (7.65%): \$13,802.41  
**Grand Total for School Year 2025/26: \$194,226.01**

*\*\*Figures are based on 180 school days at 4 hours per day which equals 720 hours.*

*\*\*Includes request by schools to keep a Crossing Guard hired for 5 additional weeks during the summer to work the Summer Reading Program - per Sgt. Scroggin (Added these hours to Head Crossing Guard since that is the highest salary)*

**RESOLUTION NO. 2025-243-R**

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE CITY OF MADISON AND THE MADISON BOARD OF  
EDUCATION FOR SCHOOL RESOURCE OFFICERS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with the Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "School Resource Officer Agreement" to provide school resource officers during the 2025-2026 school year; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the attached agreement and the Mayor or his designee shall be hereby authorized 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 fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of July 2025.

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

**ATTEST:**

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

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

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*Paul Finley, Mayor*  
City of Madison, Alabama

***SCHOOL RESOURCE OFFICER AGREEMENT***  
***School Year 2025-2026***

**THIS AGREEMENT** is made by and between the **City of Madison Board of Education** (hereinafter referred to as “Board”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”) for the School Year 2025-2026 and is made effective as of the date of execution by the latter-signing party.

**WHEREAS**, it is the objective of the Parties to cooperatively promote public health, safety, and welfare; and

**WHEREAS**, the City will provide essential services to the Board in furtherance of the objectives of the Parties;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. **SRO Placement**: The City’s Police Department (“MPD”) shall provide twelve (12) School Resource Officers (“SROs”) to the Board of Education for placement within various Madison City Schools from August 4, 2025, through May 21, 2026. In addition, MPD will make the MPD Special Operations Lieutenant available on an as needed basis to perform the SRO duties described in this Agreement.
2. **SRO Duties**: SROs shall employ school-based policing concepts in accordance with MPD policy to promote school safety, as well as a drug and crime-free environment. SROs shall provide services including:
  - a. Providing security guidance and police services for students, faculty, and visitors
  - b. Teaching crime, alcohol, and drug awareness programs
  - c. Providing safety training on certain topics
  - d. Assisting with school traffic
  - e. Attending faculty and parent meetings on an as needed basis
3. **Chain of Command**: The placement and day-to-day assignment of each SRO is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. SROs shall at all times remain under the MPD chain of command, as well as MPD rules, regulations, and standard operating procedures. The parties acknowledge that SROs are not within the school administrative chain of command, and although SROs may enforce criminal laws of the state and City, they are not responsible for the enforcement of school rules and policies. MPD shall keep records of SRO performance and action consistent with standard MPD operating procedures, as well as the City’s personnel policies and procedures. MPD will provide timecards or other evidence of hours worked upon the Board’s request.
4. **Compensation**: Upon the City’s submission of an invoice to the Board, the Board agrees to reimburse the City for actual services rendered and hours worked according to the salaries

listed on Exhibit A, attached hereto. The City shall submit its invoices, and the Board shall disburse payment at the end of the school calendar year.

5. Training, Equipment, Facilities:

a. City Responsibilities: The City will ensure that all SROs possess and maintain Alabama Peace Officer Standards and Training (APOST) Certification and that all SROs attend a school-based law enforcement program sponsored by a nationally recognized agency.

b. Board Responsibilities:

i. Training: The Board agrees to pay the actual cost of staff development expenses reasonably necessary for the SROs and the SRO supervisor to attend The Alabama Association of School Resource Officers (TAASRO) Summer Conference for training, within the limits for lodging, per diem and travel reimbursements permitted by Board policy. The Board's total expenditures for such training during the term of this agreement shall not exceed twenty-five thousand three hundred thirty two dollars (\$25,332.00); provided, however, that in the event that other Board-requested training exceeds said amount, the Board will pay the invoices for such expenses within thirty (30) days from receipt.

ii. Equipment: The Board will provide suitable office space for each SRO in each school where they are stationed for a total of twelve (12) offices or reasonable workspaces, such as cubicles. The Board shall provide standard office equipment and supplies including a desk, filing cabinet, bookshelf, landline telephone, computer, printer, printer paper, internet/intranet access, as well as standard maintenance and utilities. SROs shall return each office to the Board at the end of the agreement term, reasonable wear and tear expected.

6. Good faith: The City and the Board each pledge to act in good faith in fulfilling the terms and conditions of this Agreement. Furthermore, the parties agree to work cooperatively to implement MPD security recommendations and to implement recommended security strategies detailed in the 2010 Madison City School Task Force Final Findings and Recommended Strategies report.

7. Independent Contractor: The City, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Board, but shall be deemed to be an independent contractor. The Board does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible, therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of the Board or entitled to any compensation, adjustments, or other benefits inuring to employees of the Board.

8. Compliance with laws: In carrying out the terms of this Agreement, the City 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. Specifically, without limitation, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
10. Termination: Both Parties agree that upon violation of any of the covenants or agreements herein contained on account of any act, omission, or commission by either party, the City or the Board may, as its option, provide written notice of its intention to terminate unless the breach is cured. The party receiving the notice will be afforded at least thirty (30) days within which to cure the breach asserted in the notice. In addition, if at any time during the Board's fiscal year its revenues decrease below that amount projected by the Board to sustain the operating budget of the Board, this Agreement may be declared null, and void and all future responsibilities of both Parties hereunder rendered unenforceable. In that event, the Board shall be liable to the City for the prorated salaries of the assigned officers through the effective date of such termination of the Agreement by the Board. No other liability related to such termination shall accrue to either party.
11. Entire Agreement, Waiver, Amendment: 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 both Parties. This Agreement supersedes all other agreements between the Parties.
12. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster. Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.
13. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

- 14. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- 15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**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 these respective dates.

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

**ATTEST:**

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

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

CITY OF MADISON BOARD OF EDUCATION

By: \_\_\_\_\_  
*Dr. Ed Nichols, Superintendent*

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

STATE OF ALABAMA )  
COUNTY OF MADISON )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Dr. Ed Nichols, whose name as Superintendent of the City of Madison Board of Education 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 the City of Madison Board of Education.

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

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

## School Year 2025/26 School Resource Officers

Sgt. Jesse Scroggin	Salary Cost	\$46.16/hr x 1440 hrs/yr =	\$66,470.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$67,496.40</b>
Ofc. Devin Bullington	Salary Cost	\$28.51/hr x 1440 hrs/yr =	\$41,054.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$42,080.40</b>
Ofc. Joshua Garlen	Salary Cost	\$36.50/hr x 1440 hrs/yr =	\$52,560.00
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$53,586.00</b>
Ofc. John Kern	Salary Cost	\$29.96/hr x 1440 hrs/yr =	\$43,142.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$44,168.40</b>
Ofc. Ryan Parris	Salary Cost	\$31.46/hr x 1440 hrs/yr =	\$45,302.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$46,328.40</b>
Ofc. Marcus Perry	Salary Cost	\$27.82/hr x 1440 hrs/yr =	\$40,060.80
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$41,086.80</b>
Ofc. Durand Prince	Salary Cost	\$29.22/hr x 1440 hrs/yr =	\$42,076.80
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$43,102.80</b>
Ofc. Sam Scott	Salary Cost	\$34.74/hr x 1440 hrs/yr =	\$50,025.60
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$51,051.60</b>
Ofc. Mitchell Stease	Salary Cost	\$30.70/hr x 1440 hrs/yr =	\$44,208.00
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$45,234.00</b>
Ofc. Jared Wirtz (8 hrs deducted for St. John's TADA)	Salary Cost	\$26.48/hr x 1432 hrs/yr =	\$37,919.36
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$38,945.36</b>
OPEN POSITION	Salary Cost	\$28.51/hr x 1440 hrs/yr =	\$41,054.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$42,080.40</b>
ADDITIONAL REQUESTED POSITION	Salary Cost	\$28.51/hr x 1440 hrs/yr =	\$41,054.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	<b>TOTAL</b>		<b>\$42,080.40</b>
<b>Grand Total for 12 School Resource Officers for School Year 2025/26:</b>			<b>\$557,240.96</b>

*\*\*Figures are based on 180 school days at 8 hours per day which equals 1440 hours.*

*\*\*Benefits are based on Single or Family Coverage for 6 months.*

*\*\*Figures include an Additional Requested SRO Position.*

## TAASRO Annual Safe Schools Conference Costs

*\*\*Below figures are based on EACH SRO to attend.*

Conference Registration	\$200.00
Conference Lodging - 5 Nights	\$1,485.00
Conference Meals - City Rate of \$46/day for 6 days (1 travel day)	\$276.00
Conference Mileage	\$150.00
Total per School Resource Officer to attend	\$2,111.00
<hr/>	
<b><i>Grand Total for 12 School Resource Officers to attend:</i></b>	<b>\$25,332.00</b>

## School Year 2025/26 Bottom Line

12 School Resource Officers' Salaries & Benefits for School Year 2025/26	\$557,240.96
15 Crossing Guards (1 Head) Salaries & Taxes for School Year 2025/26	\$194,226.01
12 School Resource Officers to attend 2026 TAASRO Conference	\$25,332.00
<b>Grand Total for School Year 2025/26</b>	<b>\$776,798.97</b>

**RESOLUTION NO. 2025-244-R****A RESOLUTION AUTHORIZING PURCHASE OF A TIRE BALANCER  
FROM HUNTER ENGINEERING COMPANY  
THROUGH THE STATE BID LIST**

**WHEREAS**, the State of Alabama has awarded State Bid Contract No. MA23000004329 for the purchase of tire balancers by state agencies and its political subdivisions effective September 11, 2023 through March 31, 2028; and

**WHEREAS**, the Public Works Department has requested the purchase of a tire balancer and accessories from Hunter Engineering Company, to which the State of Alabama has awarded a contract for tire balancers (Proposal No. 670-22); and

**WHEREAS**, the Public Works Department has verified that Hunter Engineering Company is an authorized dealer for said equipment and holds a valid Alabama business license;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase a tire balancer and accessories from Hunter Engineering Company via contract number MA 23000004329 through the State Bid list and in accordance with all applicable City policies and regulations.

**READ, APPROVED, AND ADOPTED** this 28<sup>th</sup> day of July 2025.

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

**ATTEST:**

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

**APPROVED** this        day of July 2025.

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

# MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**  
PO Box 110, Amsterdam, NY 12010  
[HUNTER@MOHAWKLIFTS.COM](mailto:HUNTER@MOHAWKLIFTS.COM)  
Adrienne 518-842-1431 x 7777



For purchase of Hunter equipment using:  
**Alabama State Contract #**  
**MA 230000004329**  
**Valid: 09/11/2023 - 03/31/2028**

*All quoted equipment has been Competitively Bid and Competitively Awarded on Alabama State Contract # MA 230000004329, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.*

CUSTOMER	QUOTE NUMBER	QUOTE DATE
City of Madison Public Works 240 Plamer Road Madison AL 35758 256-772-8490	Madison.HDE32.070225	7/2/2025
	Freight Terms:	FOB Destination, Prepaid
	Payment Terms:	Net 30
	Lead Time:	up to 90 Business Days ARO
	Good Through:	July 22, 2025

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
HDE32	Includes no-touch laser vision system, SmartWeight, wheel lift, Spindle-Lok. Diagnostic Load Roller, TDC Laser System. Mounting adaptors sold separately.	1	\$ 23,355.31	\$ 20,812.31	\$ 20,812.31
20-2765-1	BullsEye collet kit and front mounted storage for Touch balancers - Incl BullsEye collets, offset spacer 20-2711-1, 6" cup 175-392-1, storage 56-70-2, and bracket 14-1470-005. incl. w/RFE, compatible with SWT, HDE SWHN & SWE, NOT compatible with SWP	1	\$ 1,262.79	\$ 984.63	\$ 984.63
20-2977-2	Large Bore 8 Stud Kit- 8.7" bore for use with Medium Duty trucks with 19.5" rims.	1	\$ 1,176.12	\$ 917.05	\$ 917.05

Click here for Mohawk Lifts LLC Form W9: [mohawklifts.com/w9](http://mohawklifts.com/w9)

NOTES:

Subtotal	\$ 22,713.99
Sales Tax (if applicable)	\$ -
TOTAL	\$ 22,713.99

This quotation is subject to the terms and conditions noted on the following page

**TERMS AND CONDITIONS**

- 1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at [www.govlifts.com](http://www.govlifts.com).
- 2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
- 3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
- 4) All software pre-installed on, or subsequently released by Hunter for, Hunter equipment is licensed pursuant to the Hunter Engineering Company End User License Agreement ("EULA") accompanying such software. By placing an order for, purchasing, or using Hunter equipment, you acknowledge and agree to be legally bound by the EULA, which is hereby incorporated by reference.
- 5) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.
- 6) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- 7) A fork truck must be supplied at the offload site to unload the equipment from the freight carriers and, if applicable, for installation.
- 8) Price does not include sales tax (unless applicable), duties, brokerage, or any other fees.
- 9) Any and all permits, licenses, fees, etc. are the buyers responsibility

DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

NSH

Madison.HDE32.070225

v6.25

**To place your order using this quotation, please fill in the following required information:**

☐ Same as Billing

## BILLING INFORMATION

## SHIPPING INFORMATION

Name:	City of Madison Public Works
Address:	100 Hughes Road Madison, AL 35758
Contact:	Monique Melton
Phone:	256-774-4401
Email:	Monique.Melton@Madisonal.gov

Name:	City of Madison Public Works
Address:	240 Palmer Road
	Madison, AL 35758
Contact:	John Klan
Phone:	256-656-3486
Email:	John.Klan@Madisonal.gov

Delivery Hours/Instructions: 7:00 a.m. to 3:00 p.m.

**Acknowledged and Accepted by:**

# Paul Finley

**Authorized Buyers Name (PRINT)**

## Mayor

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Title

**256-772-5603**

Phone

**Authorized Buyers Signature**

7/ /2025

Date \_\_\_\_\_

**Mayorsoffice@madisonal.gov**

Email

**Remit orders to:**

MOHAWK LIFTS LLC

PO Box 110, Amsterdam, NY 12010

HUNTER@MOHAWKLIFTS.COM