



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
August 26, 2024

AGENDA NO. 2024-016-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor JC Hopkins of Cornerstone Word of Life Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-15-RG, dated August 12, 2024

7. PRESENTATIONS AND AWARDS

A. Madison Police Department Promotion Ceremony for newly promoted Lieutenant Ricardo McCants and Sergeant Andrew Dutton.

B. Warren Averett - Review and update Council on 9-30-2023 financial audit

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and Periodic bills to be paid

B. **Resolution No. 2024-256-R:** Acceptance of Madison Branch Roundabout into the City of Madison Maintenance Program

- C. **Resolution No. 2024-259-R:** Authorizing a Professional Services Agreement with Nichole Holladay for cookie decorating instructor services through the Parks & Recreation Department
- D. **Resolution No. 2024-260-R:** Authorizing a Professional Services Agreement with Elena Guerrero for fitness instructor services through the Parks & Recreation Department
- E. **Resolution No. 2024-261-R:** Authorizing a Professional Services Agreement with Lance Gilbreath for fitness instructor services through the Parks & Recreation Department
- F. **Resolution No. 2024-262-R:** Authorizing a Professional Services Agreement with Rose Jeffries for Zumba fitness instructor services through the Parks & Recreation Department
- G. **Resolution No. 2024-263-R:** Authorizing a Professional Services Agreement with Kristi Simpson for Learn to Paint instructor services through the Parks & Recreation Department
- H. **Resolution No. 2024-264-R:** Authorizing a Professional Services Agreement with Marissa Weir for Parent Focused Child Development instructor services through the Parks & Recreation Department
- I. **Resolution No. 2024-265-R:** Authorizing a Professional Services Agreement with Kristen Bumpas Troncone for Baton Lessons instructor services through the Parks & Recreation Department
- J. **Resolution No. 2024-266-R:** Authorizing an agreement with Apple Inc. for the Parks & Recreation Department to submit an app to the Apple App Store (no cost to the City)
- K. **Resolution No. 2024-271-R:** Authorizing a Participation Agreement with Madison Street Festival, Inc. for the 2024 Street Festival event to be held October 5, 2024
- L. Authorizing payment of Invoice No. 27357 (PO No. 2024-1143) to Morell Engineering, Inc. for construction, engineering, and inspection work on Project 22-002 | Madison Blvd. Resurfacing and Signal Improvements (\$1,344.41, to be paid from Fund 38)
- M. Authorizing payment of Draw No. 9 to Enfinger Development, Inc. for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (\$125,408.45 to be paid from Fund 38 - Hardiman Roundabout checking account)
- N. Authorizing reimbursement payment to Madison County for Slaughter Road Improvements design (Project No. 22-041) in the amount of \$102,008.13 to be paid from the Engineering Department Budget.
- O. Acceptance of donation from St. Matthew's Episcopal Church and Madison Community Volunteer Festival Team to be used towards the first annual Madison Community Volunteer Festival (\$50, to be deposited into Senior Center Donation account)
- P. Acceptance of donation from L. Tucker (\$30.00 to be deposited into the Senior Center Donation account)
- Q. Acceptance of donation from M. Flurer in the amount of \$25.00 (to be deposited into the MSC Senior Donation Fund).
- R. Approval of quote from Trav-Ad Signs for the purchase and installation of light pole banners for Town Madison Arts & Entertainment District (\$3,285.00 to be paid from Planning Department budget)

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 Sarita Edwards to Place 9 of the Madison City Disability Advocacy Board, with a term expiration of December 31, 2027

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

BUILDING

- A. **Proposed Ordinance No. 2024-276**: Amending the City of Madison Code of Ordinances by adding Chapter 24, Article 1, Section 11 entitled "Unattended Receptacles" (First Reading)

COURT

- A. **Proposed Ordinance No. 2024-277**: Amending the Municipal Court's Schedule of Fines to include new distracted driving law (First Reading)

ENGINEERING

- A. **Resolution No. 2024-268-R**: Authorizing conveyance of property for right-of-way (Ebersold, Tract 2) for the Maecille Road at Segers Road intersection improvement project (\$9,635 for combined ROW and easements, to be paid from Engineering Department budget)
- B. **Resolution No. 2024-269-R**: Authorizing conveyance of property for right-of-way (L. Williams, Tract 9) for the Maecille Road at Segers Road intersection improvement project (\$16,200 for combined ROW and easements, to be paid from Engineering Department budget)
- C. **Resolution No. 2024-270-R**: Authorizing conveyance of property for right-of-way (C. Williams, Tract 10) for the Maecille Road at Segers Road intersection improvement project (\$3,420 for combined ROW and easements, to be paid from Engineering Department budget)
- D. **Resolution No. 2024-272-R**: Authorizing a Professional Services Agreement with Barge Design Solutions for lighting photometric plans for Project 23-012 | Balch Road and Browns Ferry Roundabout (amount not to exceed \$11,200, to be paid from Engineering Department budget)
- E. **Resolution No. 2024-278-R**: Authorizing a Memorandum of Understanding with Madison Utilities for the installation of a steel pipe for utilities running adjacent to the Brownsferry/Burgreen Roundabout Project (MU agrees to reimburse City in an amount not to exceed \$60,000 for installation)
- F. **Resolution No. 2024-280-R**: Award of Bid No. 2024-011-ITB, Hughes & Mill Road - Intersection and Traffic Signal Improvements to Stansell Electric Company, Inc. (\$440,810, to be paid from Fund 38)

- G. **Resolution No. 2024-281-R:** Authorizing the acquisition of .0037 acres for right-of-way from Kurtell A. Jackson for the Burgreen Road and Hardiman Road Project (\$4,564 to be paid from Engineering Department budget)
- H. **Resolution No. 2024-295-R:** Authorizing a Temporary Construction Easement for 222 Kyser Boulevard \ Charleston Oaks Apartments (\$883 to be paid from Engineering Department budget)
- I. **Resolution No. 2024-296-R:** Authorizing the acquisition of .019 acres for right-of-way from Tucker Family Fund, LLC for the Burgreen Road and Hardiman Road Project (\$1,390 to be paid from Engineering Department budget)
- J. **Resolution No. 2024-298-R:** Authorizing a Professional Services Agreement with CDG, Inc. for civil engineering services related to the design of Project No. 24-023 | Royal Drive Extension, Phase 1. Phase 1 of the proposed extension will be between County Line Road and Jetplex Lane (amount not to exceed \$205,762.00, to be paid from Fund 38 with assistance from the Madison Industrial Development Board in the amount of \$75,000.00)

FIRE & RESCUE

- A. **Resolution No. 2024-252-R:** Authorizing a contract for the purchase, construction, and installation of a training tower from Forge Fire & Company (\$699,800 to be paid from Fund 38; \$500,000 grant from the State)

HUMAN RESOURCES

- A. **Proposed Ordinance No. 2024-241:** Amending Section 12, "Compensation and Benefits," of the City of Madison's Personnel Policies and Procedures (First Reading)

PLANNING

- A. **Proposed Ordinance No. 2024-240:** Vacation of utility and drainage easement located within Lots 7A & 7D of Wann Property Subdivision, Phase 4 (First Reading 08/12/2024)
- B. **Resolution No. 2024-286-R:** Setting a Public Hearing on Proposed Ordinance No. 2024-287; zoning certain property owned by Lily Landholdings, Inc. consisting of 89.27 acres located south of Huntsville-Browns Ferry Road and west of Bowers Road from AG (Agriculture) to RC-2 (Residential Cluster District No. 2) (First Publication 9/4/2024, Synopsis 9/11/2024, Public Hearing 10/14/2024)

RECREATION

- A. **Resolution No. 2024-257-R:** Approving a Professional Services Agreement with Halliburton Surveying and Mapping Inc. for survey of Town Madison Park (amount not to exceed \$10,600 to be paid from Recreation 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. 2024-15-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
August 12, 2024**

The Madison City Council met in regular session on Tuesday, August 12, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Minister Brian Itson of Madison Church of Christ provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Police Chief Johnny Gandy, City Engineer Michael Johnson, Deputy Revenue Officer Ivon Williams, Economic and External Affairs Officer Traci Gillespie.

Public Attendance registered: Michele Kinney, Michael Kinney, Jim Chamberlain, Margi Daly, Andrew Itson, Matthew Lipski, Xin Lin, Jocelyn Broer, Megan Elliott, Millie Hoksbergen, April Gero, Kylie Gero, Jennifer Coe.

AMENDMENTS TO AGENDA

City Attorney Brian Kilgore requested the following Resolution be removed from the agenda:

RESOLUTION NO. 2024-245-R: AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE ALABAMA LAW ENFORCEMENT AGENCY TO ESTABLISH INVESTIGATIVE AUTHORITY AND PROCEDURES FOR USE OF FORCE BY LAW ENFORCEMENT OFFICERS FROM AGENDA.

APPROVAL OF MINUTES

MINUTES NO. 2024-08-WS DATED JULY 17, 2024

Council Member Shaw moved to approve Minutes No. 2024-08-WS. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2024-14-RG DATED JULY 22, 2024

Council Member Shaw moved to approve Minutes No. 2024-14-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

AMERICAN LEGION POST 229 - POST COMMANDER LARRY VANNOY AND MICHELE KINNEY WILL INTRODUCE THE 2024 ATTENDEES OF THE BOYS AND GIRLS STATE

Post Commander Larry Vannoy introduced the outstanding male students from Bob Jones and James Clemens High School who attended Boys State. At State level leaders are selected to attend an event at a university, this year’s event was held at Troy State. Leaders learn about State and local government, hold positions, hold elections, pass bills, and participate in sporting events. Mayor Finley and Council President Ranae Bartlett helped present the awards to the leaders. Post Commander Larry Vannoy recognized Council Member Karen Denzine who is a member of the Auxiliary and who coordinated the Girl’s State this year.

The Boys State Participants are as follows:

- Simon Adkins
- Nicholas Jensen
- Vachan Kurki

- Matthew Lipski
- Ian McIntosh
- Mason Puhalovic
- Jacob Sigler
- Thomas Sigler

A round of applause was given.

Auxiliary President Michele Kinney introduced the outstanding female students from Bob Jones and James Clemens High School who attended Girls State. Mayor Finley, Council President Ranae Bartlett, and Council Member Karen Denzine helped present the awards to the leaders.

The Girls State Participants are as follows:

- Millie Hoksbergen
- Kylie Gero
- Aurora Lang
- Xin Lin

A round of applause was given.

PUBLIC COMMENTS

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

JIM CHAMBERLAIN (DISTRICT 7)

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

- Madison Public Library funding concerns
- Praise for the library

MARGI DALY (DISTRICT 6)

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

- Alabama Big 10 Mayor's quarterly meeting held at Toyota Field
- Sales tax increase
- Grocery tax
- Redevelopment

ANGELA GARY (DISTRICT 5)

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

- Her Mother’s whereabouts
- Would like for new Senior Center to be named the Van Johnson Senior Center in honor of Van Johnson

JENNIFER COE (DISTRICT 5)

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

- Publishing of new Master plan
- Details regarding development overlay
- Funding (DRI)

PRESENTATIONS OF REPORTS

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$3,065,972.79
Special General Operating accounts	\$1,441.59
ADEM Storm Drainage	\$335.00
½ Cent Capital Replacement	\$42,240.45
Gasoline Tax & Petroleum Inspection fees	\$43,580.14
Street Repair and Maintenance	\$3,658.25
CIP Bond Accounts	\$5,490,832.73
Library Building Fund	\$96,599.19
Water Distribution and Storage	\$1,075.00
Venue Maintenance	\$110,044.46

Regular and periodic bills to be paid

Resolution No. 2024-242-R: Authorizing the renewal of a Software Licensing Agreement for one year with Carahsoft Technology Corporation for engineering design software (\$3,540 to be paid from Engineering Department budget)

Resolution No. 2024-243-R: Authorizing the renewal of RingCentral Phone System through The Interlocal Purchasing System (TIPS), Contract No. 240303 (\$51,409.68 annually to be paid from IT Department budget)

Resolution No. 2024-244-R: Providing for the disposition of personal property of negligible value (47 Desktop Computers) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

Resolution No. 2024-246-R: Acceptance of deductible recovered for Alabama Municipal Insurance Corporation Claim No. 061420 for incident which occurred on 17th day of January, 2024 to a Public Works vehicle (\$500.00 to be deposited into General Operating account)

Resolution No. 2024-253-R: Authorization of expenditure of funds for installation of fence behind Main Street Café (\$20,000 to be paid from Council Special Projects Fund)

Resolution No. 2024-254-R: Authorizing the renewal of a Software Licensing Agreement for one year with Carahsoft Technology Corporation for boards and commissions software (\$647.12/mo. to be paid from City Clerk Department budget)

Rejecting the initial bid for Bid No. 2024-009-ITB, Public Safety Annex Renovation, and authorizing the rebid with a reduced scope

Authorization of payment to Huntsville Utilities for Aid-to-Construction performed on Project 23-016 | Hughes Road and Mill Road Signal Replacement (amount not to exceed \$1,538 to be paid from Fund 38)

Authorization of payment to Morell Engineering for work performed on Project 22-002 | Madison Boulevard Resurfacing and Signalization (\$2,274.33 to be paid from Fund 38)

Acceptance of the Innovate Alabama Phase Zero Grant from the Singing River Trail (\$2,000 to be deposited in General Fund)

Acceptance of donations from T. Leaphart in the amount of \$100.00 and M. Flurer in the amount of \$25.00 (to be deposited into Senior Center Donations account)

Council Member Powell seconded. Council Member Denzine asked for more details regarding the Public Safety Annexation Renovation’s reduced scope. Mayor Finley replied that the project was being scaled back due to being overbudget. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Addressed the Public Safety Annexation Renovation. Looking to ensure the facility meets the local needs for training and meets the needs of nearby communities
- Fiscal Year 2025 budget in process
- Human Resources Director Megan Zingarelli is working hard on the compensation study
- Thank you to Roger Bellomy and Megan Zingarelli for their hard work
- The Sullivan property sold for full price; Mayor recommends the proceeds go towards the Public Safety Annexation project
- We are working with the schools on short term and long-term solutions; Royal Drive extension is crucial to our city
- Mayor addressed Margi Daly's concerns over the sales tax increase. The sales tax increase is .69% not 69%
- Mayor addressed the question regarding what was discussed at the Alabama's Big 10 Conference. City budgets were discussed, the state's proposed legislation that would allow state to take over Police Departments was discussed, and Internet sales tax was discussed.
- Civic Awareness Academy is now accepting applications for class 2 which will be held in the fall. Applications can be found on the City's website and on social media.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Confirmed Angela Gary's comment that yes, she did say that MVP is tasked with the fundraising for the Community Center. This allows MVP to have naming rights for the facility.
- Addressed Margi Daly's comment on The City only working on one project at a time. Maura gives her full support to every economic development project within The City.
- Saturday August 17 from 10:00 – 1:00 the Madison Public Library is having a Newcomer's Fair

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Clarified that the budget is with the Finance Department currently. Once the Finance Department has completed their part, the budget will go to the Mayor. The Mayor will make any adjustments he deems necessary. Then the budget will come to the Finance Committee
- Wished a Happy Birthday to Council Member Maura Wroblewski

- Recently attended the Launch Regional Collaboration Initiative Meeting. They are looking for a new Executive Director of the Singing River Trail. Workforce development and other collaborative opportunities across the top of the state were also discussed.
- Attended an elected officials round table for Leadership Greater Huntsville's Spark class. Spark class is for college students and recent college graduates
- Thank you to Traci Gillespie for arranging the FBI tour

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- No new business

COUNCIL DISTRICT NO. 4 GREG SHAW

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

- No new business

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Announced the August Work Session will be on Wednesday August the 28th at 5:30pm

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Thank you to Executive Director of Madison Visionary Partners, Melanie Thornton for all her hard work. The Madison Visionary Partners are looking for a new Executive Director
- Attended the Institute Day for schools. Excited to see the comradery among the faculty

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- No new business

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

RESOLUTION NO. 2024-236-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM THE BEER HOG MADISON LLC., DOING BUSINESS AS THE BEER HOG FOR THEIR LOCATION AT 130 PLAZA BOULEVARD

Deputy Revenue Officer, Ivon Williams, explained that the Beer Hog is a new business opening in Madison that is applying for a Restaurant Retail liquor license. The property owner was in attendance.

Council President Bartlett opened the floor for public comments regarding this request.

Being none, Council President Bartlett closed Public Hearing.

Council Member Wroblewski moved to approve Resolution No. 2024-236-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-237-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM APEX CASUAL DINING LLC., DOING BUSINESS AS BIG WHISKEY'S FOR THEIR LOCATION AT 7814 HIGHWAY 72 W

Deputy Revenue Officer, Ivon Williams, explained that the Big Whiskey is a new business opening in Madison that is applying for a Restaurant Retail liquor license from Apex Casual Dining LLC. The property owner was not in attendance.

Council President Bartlett opened the floor for public comments regarding this request.

Being none, Council President Bartlett closed Public Hearing.

Council Member Wroblewski moved to approve Resolution No. 2024-237-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 Ranae Bartlett	Aye
Council Member Connie Spears	Aye
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-238-R: REQUEST FOR AN OFF-PREMISES BEER AND WINE LICENSE FROM VK & S LLC., DOING BUSINESS AS MADISON QUICKMART FOR THEIR LOCATION AT 8064 OLD MADISON PIKE

Deputy Revenue Officer, Ivon Williams, explained that the Madison Quikmart is under new ownership. The new owners are applying for an Off-Premises Beer and Wine License from VK & S LLC at the 8064 Old Madison Pike location.

Council President Bartlett opened the floor for public comments regarding this request.

Being none, Council President Bartlett closed Public Hearing.

Council Member Wroblewski moved to approve Resolution No. 2024-238-R. Council Member Powell seconded. Council Member Maura Wroblewski inquired if this would be Piggly Wiggly affiliated. Deputy Revenue Officer Ivon Williams confirmed that Piggly Wiggly products would be sold inside the business. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-239-R: REQUEST FOR AN OFF-PREMISES BEER AND WINE LICENSE FROM VS & K LLC., DOING BUSINESS AS WALL TRIANA QUICKMART FOR THEIR LOCATION AT 5211 WALL TRIANA BOULEVARD

Deputy Revenue Officer, Ivon Williams, explained that the Wall Triana Quikmart is under new ownership. The new owners are applying for an Off-Premises Beer and Wine License from VK & S LLC at the 5211 Wall Triana Boulevard location.

Council President Bartlett opened the floor for public comments regarding this request.

Being none, Council President Bartlett closed Public Hearing.

Council Member Wroblewski moved to approve Resolution No. 2024-239-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 Ranae Bartlett	Aye
Council Member Connie Spears	Aye
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2024-205: ZONING CERTAIN PROPERTY OWNED BY OLD TOWN INVESTMENTS LLC CONSISTING OF 0.55 ACRES LOCATED NORTH OF TOWN MADISON BOULEVARD AND WEST OF THE TOWN MADISON INTERSTATE RAMPS FROM AG (AGRICULTURE) TO UC (URBAN CENTER DISTRICT) (FIRST READING 07/08/2024)

Mayor, Paul Finley, filling in for Planning Director, Mary Beth Broeren, explained that The City is zoning property owned by Old Town Investments LLC. The certain property consists of 0.55 acres located north of Town Madison Boulevard and west of the Town Madison interstate ramps from AG (Agriculture) to UC (Urban Center District).

Council President Bartlett opened the floor for public comments regarding this request.

Being none, Council President Bartlett closed Public Hearing.

Council Member Powell moved to approve Ordinance No. 2024-205. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2024-222-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC. FOR ENVIRONMENTAL CONSULTING SERVICES FOR FY2024 OUTFALL INSPECTIONS AND ILLICIT DISCHARGE SCREENING (AMOUNT NOT TO EXCEED \$31,740, TO BE PAID FROM ENGINEERING STORMWATER BUDGET - FUND 11)

Council Member Wroblewski moved to approve Resolution No. 2024-222-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 Ranae Bartlett	Aye
Council Member Connie Spears	Aye
Council Member Greg Shaw	Absent at time of vote
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-226-R: AUTHORIZING AMENDMENT NO. 3 WITH OHM ADVISORS FOR PROJECT NO. 22-039 | SEGERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS FOR COMBINED LEGAL DESCRIPTIONS (AMOUNT NOT TO EXCEED \$1,500, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-226-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-234-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NIVENS & ASSOCIATES APPRAISALS, INC. FOR THE APPRAISAL OF PROPERTIES FOR PROJECT 23-011 | BALCH AND GOOCH INTERSECTION IMPROVEMENTS (AMOUNT NOT TO EXCEED \$5,300, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2023-234-R. Council Member Spears seconded. Council Member Denzine inquired how many properties were included. Engineering Director, Michael Johnson replied he believed it was three. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-235-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH URETEK USA, INC. FOR VOID-FILL AND STABILIZATION ON WESTCHESTER ROAD (AMOUNT NOT TO EXCEED \$132,625 TO BE PAID FROM THE ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2023-235-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 Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-248-R: ACCEPTANCE OF BELLAWOODS, PHASE 2 INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Shaw moved to approve Resolution No. 2023-248-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-249-R: ACCEPTANCE OF BELLAWOODS, PHASE 3 INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Powell moved to approve Resolution No. 2023-249-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 Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PLANNING

RESOLUTION NO. 2024-231-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2024-232, TO AMEND THE ZONING ORDINANCE REVISING ARTICLE IV, SECTION 4-15 DOWNTOWN REDEVELOPMENT INCENTIVE (DRI) OVERLAY DISTRICT (FIRST PUBLICATION 8/21/2024, SYNOPSIS 8/28/2024, PUBLIC HEARING 9/23/2024)

Council Member Powell moved to approve Resolution No. 2024-231-R. Council Member Shaw seconded. Mayor, Paul Finley, filling in for Planning Director, Mary Beth Broeren, explained that the project request is for the Historic District. The proposal is for 5.5 acres that butts up to Lanier Road and Garner Street. If approved, a public hearing will be set for September 23, 2024. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-240: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 7A & 7D OF WANN PROPERTY SUBDIVISION, PHASE 4 (FIRST READING)

Mayor Finley explained that the vacation of utility and drainage easement will be taking two partials of land and expanding one partial in the easement to help secure a business in the area.

APPROVAL OF QUOTE FROM SARIS INFRASTRUCTURE FOR THE PURCHASE OF TWO DELUXE PUBLIC WORK STANDS (BIKE REPAIR) UTILIZING FUNDS RECEIVED FROM THE INNOVATE ALABAMA PHASE ZERO GRANT (\$2,700.60 TO BE PAID FROM THE GENERAL SERVICE SPECIAL PROJECTS FUND)

Council Member Shaw moved to approve the Saris Infrastructure quote. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

POLICE

RESOLUTION NO. 2024-251-R: AUTHORIZING A MOU WITH THE ALABAMA SCHOOL OF CYBER TECHNOLOGY AND ENGINEERING AND NCAC

Council Member Denzine moved to approve Resolution No. 2024-251-R. Council Member Wroblewski seconded. Council President Bartlett asked if this was with NCAC. Police Chief Gandy confirmed that it is with the National Child Advocacy Center. Mayor Finley asked if we were the only Municipality in Alabama to participate in the program. Police Chief Gandy confirmed that we are the only Municipality in Alabama participating. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 7:00 p.m.

Minutes No. 2024-15-RG, dated August 12th, 2024, read, approved and adopted this 16th day of August 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lori Spaulding
Recording Secretary

RESOLUTION NO. 2024-256-R

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE
THE SUBDIVISION IMPROVEMENTS FOR MADISON BRANCH
ROUNDAABOUT**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective August 26th, 2024, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for Madison Branch Roundabout.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of August 2024

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
WARRANTY BOND FOR CAPITAL IMPROVEMENTS

Project: Madison Branch Roundabout

Principal: Enfinger Development, LLC

Bond No: 30028740 Amount: \$190,273.43 LOC Cash

KNOW ALL MEN BY THESE PRESENTS that the above-referenced PRINCIPAL is held and firmly bound unto the City of Madison, Alabama (the "CITY") in the above stated amount for the payment of which sum the above listed and attached security is irrevocably pledged. Said PRINCIPAL, and its Surety, if applicable, does successively bind itself, its heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, CAPITAL INFRASTRUCTURE IMPROVEMENTS in the above referenced project constructed by the PRINCIPAL, have been or are expected to be approved and accepted by the City effective as of the above referenced acceptance date; and

WHEREAS, in consideration of the acceptance of said improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after completion of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said improvements within that period, whether resulting from negligence or defective or inferior materials or workmanship, shall be promptly repaired, replaced, or corrected at the expense of the PRINCIPAL or its Surety.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall replace, repair, or correct any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said capital infrastructure improvements within two (2) years from and after the acceptance date, whether resulting from negligence or defective or inferior materials or workmanship, then the above obligation shall be void, otherwise to remain in full force and effect.

Inspection and acceptance of the capital infrastructure improvements by the CITY shall in no way affect the obligation created by this BOND. In the event of any default by the PRINCIPAL, or its Surety, if applicable, in the performance of the condition of this BOND, after written notice and demand to PRINCIPAL by the City, or in the event that the CITY shall incur any cost, obligation, or fee in performing the condition of this bond after a refusal or failure of PRINCIPAL to do so, then said PRINCIPAL, and Surety if applicable, shall be obligated to the CITY for the amount of such cost, obligation, or fee. Said obligation of the PRINCIPAL IS EXPRESSLY UNDERSTOOD AND AGREED NOT TO BE LIMITED TO THE AMOUNT OF THIS BOND. In the event that any action is commenced by the CITY for the enforcement of the obligations and penalties of this BOND, the PRINCIPAL, and applicable sureties, jointly and severally waive all claims of exemption which they may have or be entitled to under the constitution and laws of the State of Alabama and agree to pay reasonable attorneys' fees for the prosecution of such suit by the City Attorney.

IN WITNESS WHEREOF, we hereunto set our names and seals on this 6th day of August 2024

Amanda Davis
WITNESS

PRINCIPAL

By: UWA

Its: MANAGER

APPROVED:

[Signature]
City Engineer

8/7/2024
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

RESOLUTION NO. 2024-259-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR COOKIE DECORATING INSTRUCTOR

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 Nichole Holladay, a cookie decorator, to train clients and/or conduct classes with children and adults, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City owns and maintains facilities known as the City of Madison Community Center; and

WHEREAS, the City desires to obtain the services of a professional instructor in cookie decorating; and

WHEREAS, Contractor is a unique provider of these services.

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 1. Contractor shall be responsible for teaching cookie decorating. Said classes shall be scheduled with the Contractor’s preference of Saturday or Sunday nights; however, the Contractor may also schedule weeknight classes and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class he/she teaches.
 3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 4. Contractor shall maintain an accurate roll for all classes/training he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 5. The Contractor’s classes shall have a minimum of six (6) participants, or the class shall be subject to cancelation.
 6. The Contractor agrees to provide all supplies as well as snacks and water.
 7. The City shall provide the Contractor with tables and chairs.

- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
- C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
- E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The Contractor shall remit ten percent (10%) of all revenues from classes performed at the Community Center to the City in consideration for use of the City facility. The Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes associated with fees paid to Contractor.

SECTION THREE: INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the City from and against all injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by the negligent acts, errors and/or omissions of Contractor in performance of the work or services rendered pursuant to the instant Agreement. This promise to indemnify shall survive the expiration of this Agreement.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

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

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed to:
Nichole Holladay
everydayholladaycookies@gmail.com

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of August 2024.

Notary Public

(Signature Page To Follow)

Nichole Holladay, Contractor

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Nichole Holladay, whose name 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 executed the same voluntarily.

Given under my hand this the _____ day of _____, 2024.

Notary Public

RESOLUTION NO. 2024-260-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR FITNESS INSTRUCTOR

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 Elena Guerrero, a fitness instructor, to train clients and/or conduct fitness classes with a variety of weights and fitness bands at the City Fitness Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City owns and maintains facilities known as the City of Madison Wellness Center; and

WHEREAS, the City desires to obtain the services of a professional fitness instructor for classes involving weights and fitness bands; and

WHEREAS, Contractor is a unique provider of the services.

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 - 1. Contractor shall be responsible for professional training/instruction during classes that shall be include scheduling on Tuesday and Thursday from 10:00 a.m. to noon and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
 - 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class he/she teaches.
 - 3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 - 4. Contractor shall have access to free weights, resistance bands and a speaker provided by the City.
 - 5. Contractor shall maintain an accurate roll for all classes/training he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 - 6. The City will, when practicable, provide the Contractor with two (2) hours’ notice if classes do not meet the minimum requirements of five (5) participants.

- 7. The Contractor shall not allow more than fifteen (15) participants in any one class.
- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
- C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
- E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The Contractor shall remit ten percent (10%) of all revenues from classes performed at the Wellness Center to the City in consideration for use of the City facility. The Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes associated with fees paid to Contractor.

SECTION THREE: INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the City from and against all injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by the negligent acts, errors and/or omissions of Contractor in performance of the work or services rendered pursuant to the instant Agreement. This promise to indemnify shall survive the expiration of this Agreement.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

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

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed to:
Elena Guerra
Elenamarie12@ymail.com

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

E.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of August 2024.

Notary Public

Elena Guerra, Contractor

Date: _____

STATE OF ALABAMA §

COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Elena Guerra, whose name 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 executed the same voluntarily.

Given under my hand this the _____ day of _____, 2024.

Notary Public

RESOLUTION NO. 2024-261-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR FITNESS AND PICKLEBALL INSTRUCTOR

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 Lance Gilbreath, a fitness instructor and pickleball instructor, to train clients and/or conduct fitness classes including full body circuit training, "lunch crunch" and beginner pickleball classes at the City Fitness Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City owns and maintains facilities known as the City of Madison Wellness Center at the Madison Community Center; and

WHEREAS, the City desires to obtain the services of a professional fitness instructor for classes involving full body circuit and “lunch crunch”; and

WHEREAS, the City is also in need of instructors to teach beginner pickleball; and

WHEREAS, Contractor is a unique provider of these services.

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 - 1. Contractor shall be responsible for professional training/instruction during classes that shall include scheduling on Monday through Thursday during the periods of 6 a.m. through 1:00 p.m. and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
 - 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class he/she teaches.
 - 3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 - 4. Contractor shall have access to cardiovascular equipment, free weights, speakers and some weight room equipment provided by the City.
 - 5. Contractor shall maintain an accurate roll for all classes/training he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.

- 6. The City will, when practicable, provide the Contractor with two (2) hours' notice if classes do not meet the minimum requirements of five (5) participants.
 - 7. The Contractor shall not allow more than twenty-five (25) participants in any one class.
 - 8. The Contractor's classes shall have a minimum of ten (10) participants, or the class shall be subject to cancelation.
 - 9. Contractor shall provide classes to senior citizens at no cost and only charge adults under the age of sixty-five for these classes.
- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
 - C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
 - D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
 - E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The Contractor shall remit ten percent (10%) of all revenues from classes performed at the Wellness Center to the City in consideration for use of the City facility. The Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes associated with fees paid to Contractor.

SECTION THREE: INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the City from and against all injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by the negligent acts, errors and/or omissions of Contractor in performance of the work or services rendered pursuant to the instant Agreement. This promise to indemnify shall survive the expiration of this Agreement.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

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

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed to:
Lance Gilbreath
Gilbreath.lance@gmail.com

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

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

- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this ____ day of August 2024.

Notary Public

Lance Gilbreath, Contractor

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lance Gilbreath, whose name 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 executed the same voluntarily.

Given under my hand this the _____ day of _____, 2024.

Notary Public

RESOLUTION NO. 2024-262-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT FOR ZUMBA FITNESS INSTRUCTOR**

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 Rose Jeffries, a fitness instructor, to train clients and/or conduct Zumba classes at the City Fitness Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City owns and maintains facilities known as the City of Madison Wellness Center; and

WHEREAS, the City desires to obtain the services of a professional fitness instructor for Zumba classes; and

WHEREAS, Contractor is a unique provider of these services.

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 1. Contractor shall be responsible for professional Zumba training/instruction during classes that shall include scheduling on Mondays and Wednesdays during the periods of 6:45 p.m. through 7:45:45 p.m. and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class he/she teaches.
 3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 4. Contractor shall have access to the aerobics speaker system provided by the City.
 5. Contractor shall maintain an accurate roll for all classes/training he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 6. The Contractor shall not allow more than twenty (20) participants in any one class.

7. The Contractor's classes shall have a minimum of eight (8) participants, or the class shall be subject to cancelation. The City shall, if practicable, provide Contractor twenty-four (24) hours' notice if class minimum is not met.
- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
 - C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
 - D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
 - E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The Contractor shall remit ten percent (10%) of all revenues from classes performed at the Wellness Center to the City in consideration for use of the City facility. The Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes associated with fees paid to Contractor.

SECTION THREE: INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the City from and against all injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by the negligent acts, errors and/or omissions of Contractor in performance of the work or services rendered pursuant to the instant Agreement. This promise to indemnify shall survive the expiration of this Agreement.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of

commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

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

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed to:
Rose Jeffries
rose@seeyouinthefrontrow.com

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor

of the language contained in the section.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this ____ day of August 2024.

Notary Public

(Signature Page To Follow)

Rose Jeffries, Contractor

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

§

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rose Jeffries, whose name 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 executed the same voluntarily.

Given under my hand this the _____ day of _____, 2024.

Notary Public

RESOLUTION NO. 2024-263-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR PAINTING INSTRUCTOR

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 Kristi Simpson, a painting instructor, to train clients and/or teach classes to include pre-sketched canvas, doormats, front porch signs and door hangers to adults, children and seniors at the Community Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City owns and maintains facilities known as the City of Madison Community Center; and

WHEREAS, the City desires to obtain the services of a professional fitness instructor of painting classes; and

WHEREAS, Contractor is a unique provider of these services.

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 1. Contractor shall be responsible painting classes to include pre-sketched canvas, doormats, front porch signs and door hangers. Said classes shall be scheduled include the evenings of Friday, Saturday and Sunday and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class he/she teaches.
 3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 4. Contractor shall maintain an accurate roll for all classes/training he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 5. The Contractor shall not allow more than twelve (12) participants in any one class.
 6. The Contractor’s classes shall have a minimum of six (6) participants, or the class shall be subject to cancelation.

- 7. The City shall provide the Contractor with access to tables and chairs during class at the City facility.

- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.

- C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

- D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.

- E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The Contractor shall remit ten percent (10%) of all revenues from classes performed at the Community Center to the City in consideration for use of the City facility. The Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes associated with fees paid to Contractor.

SECTION THREE: INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the City from and against all injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by the negligent acts, errors and/or omissions of Contractor in performance of the work or services rendered pursuant to the instant Agreement. This promise to indemnify shall survive the expiration of this Agreement.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of

commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

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

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed to:
Kristi Simpson
Kristi.rakj@gmail.com

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor

of the language contained in the section.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this ____ day of August 2024.

Notary Public

(Signature Page To Follow)

RESOLUTION NO. 2024-264-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR PARENT FOCUSED CHILD DEVELOPMENT INSTRUCTOR

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 MARRISA WEIR, to train clients and/or teach classes to parents and families to include child development classes with a focus on coping behavior, learning differences and connection to community resources for child development at the Community Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City owns and maintains facilities known as the City of Madison Community Center; and

WHEREAS, the City desires to obtain the services of a professional parent focused child development classes for parents; and

WHEREAS, Contractor is a unique provider of these services.

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 1. Contractor shall be responsible for teaching child development classes to parents with a focus on ways to cope with behavior, learning differences and various struggles as a parent. Said classes shall be scheduled once a month with the possibility of every other week and one weeknight and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class he/she teaches.
 3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 4. Contractor shall maintain an accurate roll for all classes/training he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 5. The Contractor shall not allow more than twenty-five (25) participants in any one class.
 6. The Contractor’s classes shall have a minimum of five (5) participants, or the class shall be subject to cancelation.

- 7. The City shall provide the Contractor with access to tables and chairs during class at the City facility.
- 8. The parties agree that the City may provide the Contractor with occasional printing needs, however, the Contractor will provide his/her own supplies for these classes.
- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
- C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
- E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The Contractor shall remit ten percent (10%) of all revenues from classes performed at the Community Center to the City in consideration for use of the City facility. The Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes associated with fees paid to Contractor.

SECTION THREE: INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the City from and against all injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by the negligent acts, errors and/or omissions of Contractor in performance of the work or services rendered pursuant to the instant Agreement. This promise to indemnify shall survive the expiration of this Agreement.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the

event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

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

SECTION NINE: ENTIRE AGREEMENT; WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement

and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Contractor and City. This Agreement supersedes all other agreements between the parties.

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed to:
Marissa Weir
Andermabes2@gmail.com

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in

favor of, any third party.

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

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

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

Given under my hand and official seal this ____ day of August 2024.

Notary Public

(Signature Page To Follow)

RESOLUTION NO. 2024-265-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR BATON INSTRUCTION

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Kristen Bumpas Troncone, to train clients and/or teach classes in baton twirling that encompass stretching, dancing and hand-eye coordination at the Community Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City owns and maintains facilities known as the City of Madison Community Center; and

WHEREAS, the City desires to obtain the services of a professional instructor in baton twirling; and

WHEREAS, Contractor is a unique provider of these services.

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
1. Contractor shall be responsible for teaching baton twirling which shall encompass stretching, dancing and hand-eye coordination. Said classes shall be scheduled to include Tuesdays, Wednesdays and Thursdays between 9:00 a.m. and 2:30 p.m. for one hour classes and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class he/she teaches.
 3. Contractor may be allowed to store his/her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor's equipment.
 4. Contractor shall maintain an accurate roll for all classes/training he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 5. The Contractor shall not allow more than ten (10) participants in any one class.
 6. The Contractor's classes shall have a minimum of three (3) participants, or the class shall be subject to cancelation.

- 7. The Contractor agrees to provide a baton to senior citizens that may be on a fixed income.
- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
- C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
- E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The Contractor shall remit ten percent (10%) of all revenues from classes performed at the Community Center to the City in consideration for use of the City facility. The Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes associated with fees paid to Contractor.

SECTION THREE: INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the City from and against all injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by the negligent acts, errors and/or omissions of Contractor in performance of the work or services rendered pursuant to the instant Agreement. This promise to indemnify shall survive the expiration of this Agreement.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

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

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed to:
Kristen Bumpas Tronccone
Marktimemajoretteclub@gmail.com

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of August 2024.

Notary Public

(Signature Page To Follow)

RESOLUTION NO. 2024-266-R

A RESOLUTION AUTHORIZING A USE AND TERMS AGREEMENT WITH APPLE, INC. FOR THE RECREATION DEPARTMENT'S SOFTWARE APPLICATION

WHEREAS, the Recreation Department has developed a software application (herein "the App") for use on Apple devices that will allow residents more access to scheduling and paying for various recreational services; and

WHEREAS, Apple, Inc. has an "Apple Developer Agreement" that requires the City's approval before the App can be launched and made accessible to residents.

WHEREAS, the Apple Developer Agreement will not require the City to pay any additional monies to Apple Inc. per the terms of said Agreement.

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 the use and terms agreement whereby the Recreation Department may launch its App for public use on Apple systems, said document to be substantially similar in purpose, intent, and composition to the attached "Apple Developer Agreement." 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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE") STATING THE TERMS THAT GOVERN YOUR PARTICIPATION AS AN APPLE DEVELOPER. PLEASE READ THIS APPLE DEVELOPER AGREEMENT ("AGREEMENT") BEFORE PRESSING THE "AGREE" BUTTON AND CHECKING THE BOX AT THE BOTTOM OF THIS PAGE. BY PRESSING "AGREE," YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PRESS "CANCEL".

Apple Developer Agreement

1. Relationship With Apple; Apple Account and Password. You understand and agree that by registering with Apple to become an Apple Developer ("**Apple Developer**"), no legal partnership or agency relationship is created between you and Apple. You agree not to represent otherwise. You also certify that you are at least thirteen years of age and you represent that you are legally permitted to register as an Apple Developer. This Agreement is void where prohibited by law and the right to register as an Apple Developer is not granted in such jurisdictions. Unless otherwise agreed or permitted by Apple in writing, you cannot share or transfer any benefits you receive from Apple in connection with being an Apple Developer. The Apple Account and password you use to log into your Apple Developer account cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of your Apple Account and password and for any activity in connection with your account.

2. Developer Benefits. As an Apple Developer, you may have the opportunity to attend certain Apple developer conferences, technical talks, and other events (including online or electronic broadcasts of such events) ("**Apple Events**"). In addition, Apple may offer to provide you with certain services ("**Services**"), as described more fully herein and on the Apple Developer web pages ("**Site**"), solely for your own use in connection with your participation as an Apple Developer. Services may include, but not be limited to, any services Apple offers at Apple Events or on the Site as well as the offering of any content or materials displayed on the Site ("**Content**"). Apple may change, suspend or discontinue providing the Services, Site and Content to you at any time, and may impose limits on certain features and materials offered or restrict your access to parts or all of such materials without notice or liability.

3. Restrictions. You agree not to exploit the Site, or any Services, Apple Events or Content provided to you by Apple as an Apple Developer, in any unauthorized way, including but not limited to, by trespass, burdening network capacity or using the Services, Site or Content other than for authorized purposes. Copyright and other intellectual property laws protect the Site and Content provided to you, and you agree to abide by and maintain all notices, license information, and restrictions contained therein. Unless expressly permitted herein or otherwise permitted in a separate agreement with Apple, you may not modify, publish, network, rent, lease, loan, transmit, sell, participate in the transfer or sale of, reproduce, create derivative works based on, redistribute, perform, display, or in any way exploit any of the Site, Content or Services. You may not decompile, reverse engineer, disassemble, or attempt to derive the source code of any software or security components of the Services, Site, or Content (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by any licensing terms accompanying the foregoing). Use of the Site, Content or Services to violate, tamper with, or circumvent the security of any computer network, software, passwords, encryption codes, technological protection measures, or to otherwise engage in any kind of illegal activity, or to enable others to do so, is expressly prohibited. Apple retains ownership of all its rights in the Site, Content, Apple Events and Services, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property.

4. Confidentiality. Except as otherwise set forth herein, you agree that all pre-release versions of Apple software, services, and/or hardware (including related documentation and materials) provided to you as an Apple Developer ("**Pre-Release Materials**") and any information disclosed by Apple to you in connection with Apple Events will be considered and referred to as "**Apple Confidential Information**" and are subject to the confidentiality obligations of this Agreement.

Notwithstanding the foregoing, Apple Confidential Information will not include: (a) information that is generally and legitimately available to the public through no fault or breach of yours; (b) information that is generally made available to the public by Apple; (c) information that is independently developed by you without the use of any Apple Confidential Information; (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation; or (e) any third party software and/or documentation provided to you by Apple and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation. Further, Apple agrees that you will not be bound by the foregoing confidentiality terms with regard to technical information about Apple pre-release software, services and/or hardware disclosed by Apple at WWDC (Apple's Worldwide Developers Conference), except that you may not post screen shots of, write public reviews of, or redistribute any such materials.

5. Nondisclosure and Nonuse of Apple Confidential Information. Unless otherwise expressly agreed or permitted in writing by Apple, you agree not to disclose, publish, or disseminate any Apple Confidential Information to anyone other than to other Apple Developers who are employees and contractors working for the same entity as you and then only to the extent that Apple does not otherwise prohibit such disclosure. Except for your authorized purposes as an Apple Developer or as otherwise expressly agreed or permitted by Apple in writing, you agree not to use Apple Confidential Information in any way, including, without limitation, for your own or any third party's benefit without the prior written approval of an authorized representative of Apple in each instance. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Apple Confidential Information. You acknowledge that unauthorized disclosure or use of Apple Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, you agree that Apple will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have. If you are required by law, regulation or pursuant to the valid binding order of a court of competent jurisdiction to disclose Apple Confidential Information, you may make such disclosure, but only if you have notified Apple before making such disclosure and have used commercially reasonable efforts to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve you of your obligations to hold such information as Apple Confidential Information.

6. Confidential Pre-Release Materials.

A. License and Restrictions. If Apple provides you with Pre-Release Materials, then subject to your compliance with the terms and conditions of this Agreement, Apple hereby grants you a nonexclusive, nontransferable, right and license to use the Pre-Release Materials only for the limited purposes set forth in this Section 6; provided however that if such Pre-Release Materials are subject to a separate license agreement, you agree that the license agreement accompanying such materials in addition to Sections 4 and 5 of this Agreement shall also govern your use of the Pre-Release Materials. You further agree that in the event of any inconsistency between Section 4 and 5 of this Agreement and the confidentiality restrictions in the license agreement, the license agreement shall govern. You agree not to use the Pre-Release Materials for any purpose other than testing and/or development by you of a product designed to operate in combination with the same operating system for which the Pre-Release Materials are designed. This Agreement does not grant you any right or license to incorporate or make use of any Apple intellectual property (including for example and without limitation, trade secrets, patents, copyrights, trademarks and industrial designs) in any product. Except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property. You agree not to decompile, reverse engineer, disassemble, or otherwise reduce the Pre-Release Materials to a human-perceivable form, and you will not modify, network, rent, lease, transmit, sell, or loan the Pre-Release Materials in whole or in part.

B. Permitted Age for Accessing Pre-Release Materials. By accessing Pre-Release Materials, You certify that you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries or regions) and You represent that You are legally permitted to access these Pre-Release Materials. This Agreement is void where prohibited by law and the right to access Pre-Release

Materials is not granted in such jurisdictions. If You are the parent or legal guardian of individuals between the ages of 13 and the legal age of majority in the jurisdiction in which you reside, You may allow such individuals to share your Apple Account and password for their use in connection with accessing Pre-Release Materials solely under Your supervision and only in accordance with this Agreement. You are responsible for such individuals' compliance with and violations of this Agreement and any other Apple agreements.

C. Performance of Pre-Release Materials. Pre-Release Materials should not be relied upon to perform in the same manner as a final-release, commercial-grade product, nor used with data that is not sufficiently and regularly backed up, and may include features, functionality or other software or services that are not yet available. You acknowledge that Apple may not have publicly announced the availability of such Pre-Release Materials, that Apple has not promised or guaranteed to you that such Pre-Release Materials will be announced or made available to anyone in the future, and that Apple has no express or implied obligation to you to announce or commercially introduce such software or services or any similar or compatible technology. You expressly acknowledge and agree that any research or development that you perform with respect to Pre-Release Materials is done entirely at your own risk.

D. Additional Pre-Release Materials. From time to time, Apple may provide access to additional Pre-Release Materials for you to use as an end-user for evaluation purposes. Some of these may be subject to separate terms and conditions in addition to this Agreement, in which case your usage will also be subject to those terms and conditions. Such Pre-Release Materials may not be available in all languages or in all countries or regions, and Apple makes no representation that they will be appropriate or available for use in any particular location. To the extent you choose to access such Pre-Release Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You acknowledge that Apple will not have any liability or responsibility to you or any other person (including to any end-user) for any third-party services or for any Apple services. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Apple be liable for the removal or disabling of access to any such services. Further, upon any commercial release of such Pre-Release Materials, or earlier if requested by Apple, you agree to cease all use of the Pre-Release Materials provided to you as an end-user for evaluation purposes under this Agreement.

E. Consent to Collection and Use of Data. In order to test, provide and improve Apple's products and services, and only if you choose to install or use Pre-Release Materials provided as part of the developer seeding process, you acknowledge that Apple and its subsidiaries and agents may be collecting diagnostic, technical, usage and related information from Pre-Release Materials. Apple will notify you about the collection of such information on the Apple Developer portal, and you should carefully review the release notes and other information disclosed by Apple in such location prior to choosing whether or not to install or use any such Pre-Release Materials. By installing or using such Pre-Release Materials, You acknowledge and agree that Apple and its subsidiaries and agents have your permission to collect any and all such information and use it as set forth above.

7. Developer Content License and Restrictions. As an Apple Developer, you may have access to certain proprietary content (including, without limitation, video presentations and audio recordings) that Apple may make available to you from time to time ("**Content**"). Content shall be considered Apple Confidential Information, unless otherwise agreed or permitted in writing by Apple. You may not share the Content with anyone, including, without limitation, employees and contractors working for the same entity as you, regardless of whether they are Apple Developers, unless otherwise expressly permitted by Apple. Subject to these terms and conditions, Apple grants you a personal and nontransferable license to access and use the Content for authorized purposes as an Apple Developer; provided that you may only download one (1) copy of the Content and such download must be completed within the time period specified by Apple for such download. Except as expressly permitted by Apple, you shall not modify, translate, reproduce, distribute, or create derivative works of the Content or any part thereof. You shall not rent, lease, loan, sell, sublicense, assign or otherwise transfer any rights in the Content. Apple and/or Apple's licensor(s) retain ownership of the Content itself and any copies or portions thereof. The Content

is licensed, not sold, to you by Apple for use only under this Agreement, and Apple reserves all rights not expressly granted to you. Your rights under this license to use and access the Content will terminate automatically without notice from Apple if you fail to comply with any of these provisions.

8. Compatibility Labs; Developer Technical Support (DTS). As an Apple Developer, you may have access to Apple's software and/or hardware compatibility testing and development labs ("**Labs**") and/or developer technical support incidents ("**DTS Services**") that Apple may make available to you from time to time as an Apple developer benefit or for a separate fee. You agree that all use of such Labs and DTS Services will be in accordance with Apple's usage policies for such services, which are subject to change from time to time, with or without prior notice to you. Without limiting the foregoing, Apple may post on the Site and/or send an email to you with notices of such changes. It is your responsibility to review the Site and/or check your email address registered with Apple for any such notices. You agree that Apple shall not be liable to you or any third party for any modification or cessation of such services. As part of the DTS Services, Apple may supply you with certain code snippets, sample code, software, and other materials ("**Materials**"). You agree that any Materials that Apple provides as part of the DTS Services are licensed to you and shall be used by you only in accordance with the terms and conditions accompanying the Materials. Apple retains ownership of all of its right, title and interest in such Materials and no other rights or licenses are granted or to be implied under any Apple intellectual property. You have no right to copy, decompile, reverse engineer, sublicense or otherwise distribute such Materials, except as may be expressly provided in the terms and conditions accompanying the Materials. **YOU AGREE THAT WHEN REQUESTING AND RECEIVING TECHNICAL SUPPORT FROM DTS SERVICES, YOU WILL NOT PROVIDE APPLE WITH ANY INFORMATION, INCLUDING THAT INCORPORATED IN YOUR SOFTWARE, THAT IS CONFIDENTIAL TO YOU OR ANY THIRD PARTY. YOU AGREE THAT ANY NOTICE, LEGEND, OR LABEL TO THE CONTRARY CONTAINED IN ANY SUCH MATERIALS PROVIDED BY YOU TO APPLE SHALL BE WITHOUT EFFECT. APPLE SHALL BE FREE TO USE ALL SUCH INFORMATION IT RECEIVES FROM YOU IN ANY MANNER IT DEEMS APPROPRIATE, SUBJECT TO ANY APPLICABLE PATENTS OR COPYRIGHTS.** Apple reserves the right to reject a request for access to Labs or for DTS Services at any time and for any reason, in which event Apple may credit you for the rejected lab or support request. You shall be solely responsible for any restoration of lost or altered files, data, programs or other materials provided.

9. Amendment; Communication. Apple reserves the right, at its discretion, to modify this Agreement, including any rules and policies at any time. You will be responsible for reviewing and becoming familiar with any such modifications (including new terms, updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions) ("**Additional Terms**") communicated to you by Apple. All Additional Terms are hereby incorporated into this Agreement by this reference and your continued use of the Site will indicate your acceptance of any Additional Terms. In addition, Apple may be sending communications to you from time to time. Such communications may be in the form of phone calls and/or emails and may include, but not be limited to, membership information, marketing materials, technical information, and updates and/or changes regarding your participation as an Apple Developer. By agreeing to this Agreement, you consent that Apple may provide you with such communications.

10. Term and Termination. Apple may terminate or suspend you as a registered Apple Developer at any time in Apple's sole discretion. If Apple terminates you as a registered Apple Developer, Apple reserves the right to deny your reapplication at any time in Apple's sole discretion. You may terminate your participation as a registered Apple Developer at any time, for any reason, by notifying Apple in writing of your intent to do so. Upon any termination or, at Apple's discretion, suspension, all rights and licenses granted to you by Apple will cease, including your right to access the Site, and you agree to destroy any and all Apple Confidential Information that is in your possession or control. At Apple's request, you agree to provide certification of such destruction to Apple. No refund or partial refund of any fees paid hereunder or any other fees will be made for any reason. Following termination of this Agreement, Sections 1, 3-5, 7 (but only for so long as the duration specified by Apple for such usage), 10-19 shall continue to bind the parties.

11. Apple Independent Development. Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that you may develop, produce, market, or distribute.

12. Use Of Apple Trademarks, Logos, etc. You agree to follow Apple's trademark and copyright guidelines as published at: www.apple.com/legal/guidelinesfor3rdparties.html ("**Guidelines**") and as may be modified from time to time. You agree not to use the marks "Apple," the Apple Logo, "Mac", "iPhone," "iPod touch" or any other marks belonging or licensed to Apple in any way except as expressly authorized in writing by Apple in each instance or as permitted in Apple's Guidelines. You agree that all goodwill arising out of your authorized use of Apple's marks shall inure to the benefit of and belong to Apple.

13. No Warranty. APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (COLLECTIVELY, "**APPLE**" FOR PURPOSES OF THIS SECTION 13 AND 14) DO NOT PROMISE THAT THE SITE, CONTENT, SERVICES (INCLUDING, FUNCTIONALITY OR FEATURES OF THE FOREGOING), LABS, DTS SERVICES, OR ANY OTHER INFORMATION OR MATERIALS THAT YOU RECEIVE HEREUNDER AS AN APPLE DEVELOPER (COLLECTIVELY, THE "**SERVICE**" FOR PURPOSES OF THIS SECTION 13 AND 14) WILL BE ACCURATE, RELIABLE, TIMELY, SECURE, ERROR- FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. APPLE CANNOT ENSURE THAT ANY CONTENT (INCLUDING FILES, INFORMATION OR OTHER DATA) YOU ACCESS OR DOWNLOAD FROM THE SERVICE WILL BE FREE OF VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. FURTHER, APPLE DOES NOT GUARANTEE ANY RESULTS OR IDENTIFICATION OR CORRECTION OF PROBLEMS AS PART OF THE SERVICE AND APPLE DISCLAIMS ANY LIABILITY RELATED THERETO. APPLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE. YOU ASSUME TOTAL RESPONSIBILITY AND ALL RISKS FOR YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON. YOUR SOLE REMEDY AGAINST APPLE FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. TO THE EXTENT THAT APPLE MAKES ANY PRE-RELEASE SOFTWARE, HARDWARE OR OTHER PRODUCTS, SERVICES OR INFORMATION RELATED THERETO AVAILABLE TO YOU AS AN APPLE DEVELOPER, YOU UNDERSTAND THAT APPLE IS UNDER NO OBLIGATION TO PROVIDE UPDATES, ENHANCEMENTS, OR CORRECTIONS, OR TO NOTIFY YOU OF ANY PRODUCT OR SERVICES CHANGES THAT APPLE MAY MAKE, OR TO PUBLICLY ANNOUNCE OR INTRODUCE THE PRODUCT(S) OR SERVICE AT ANY TIME IN THE FUTURE.

14. Disclaimer of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY, FOR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, FOR BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL APPLE'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

15. Third-Party Notices and Products. Third-party software provided by Apple to you as an Apple Developer may be accompanied by its own licensing terms, in which case such licensing terms will govern your use of that particular third-party software. Mention of third-parties and third-party products in any materials, documentation, advertising, or promotions provided to you as an Apple Developer is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third-party product specifications and descriptions are supplied by the respective vendor or supplier, and Apple shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

16. Export Control.

A. You may not use or otherwise export or re-export any Apple Confidential Information received from Apple except as authorized by United States law and the laws of the jurisdiction in which the Apple Confidential Information was obtained. In particular, but without limitation, the Apple Confidential Information may not be exported or re-exported (a) into any U.S. embargoed countries or regions or (b) to, or for the facilitation of dealings with, anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or any other restricted party lists without required approvals from applicable authorities. By becoming an Apple Developer or using any Apple Confidential Information, you represent and warrant that you are not located in any such country or region or on any such list. You also agree that you will not use any Apple Confidential Information for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons or any other military end uses.

B. You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions in which the App Store is available, (b) doing business in any of the U.S. embargoed countries or regions, or (c) a military end user as defined and scoped in 15 C.F.R. § 744. As used in this Section 16, "control" means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any disputes arising out of this Agreement.

18. Government End Users. Certain Apple Confidential Information may be considered "Commercial Products", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Products and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

19. Miscellaneous. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement will bind your successors but may not be assigned, in whole or part, by you without the written approval of an authorized representative of Apple. Any non-conforming assignment shall be null and void. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the

entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this Agreement will be binding upon Apple unless made in writing and signed by an authorized representative of Apple. The parties hereto confirm that they have requested that this Agreement and all attachments and related documents be drafted in English. *Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*

LYL177
June 10, 2024

RESOLUTION NO. 2024-271-R

**A RESOLUTION TO APPROVE A PARTICIPATION AGREEMENT WITH
MADISON STREET FESTIVAL, INC.**

WHEREAS, the Madison Street Festival is scheduled for October 5, 2024; and

WHEREAS, the Madison Street Festival, Inc. requires all entities occupying a booth to sign a participation agreement that, in part, releases the Festival from liability associated with the operation of such a booth; and

WHEREAS, one or more of the City of Madison Departments seek/s to participate in the Festival and operate a booth.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the Mayor is hereby authorized to enter into an agreement, substantially the same as the attached and referenced "Madison Street Festival Participation Agreement Waiver, Indemnification, and Release of Liability" agreeing to the participation terms detailed therein.

READ, PASSED, AND ADOPTED this 26th day of August 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

MADISON STREET FESTIVAL PARTICIPATION AGREEMENT WAIVER, INDEMNIFICATION, AND RELEASE OF LIABILITY

This Agreement is made and entered into on the _____, by and between the undersigned Participant and Madison Street Festival, Inc., an Alabama nonprofit corporation.

Definitions:

MSF - The Madison Street Festival Inc. (“MSF”) is a community nonprofit organization and the exclusive owner and operator of the Madison Street Festival (“Festival”), an annual event held in Madison, Alabama.

Festival - The annual Madison Street Festival event is held in Downtown Madison, Alabama on the first Saturday in October.

1. **Authority.** Participant acknowledges that he/she is fully authorized to enter into this Agreement on behalf of the person/ business/organization named in this application.

2. **Effective Date.** This Agreement shall become binding and effective upon the date this is signed and returned as instructed in your email.

3. **Agreement Term.** This Agreement shall be in effect from the Effective Date as defined in Section 2, through October 5, 2024, at 6 p.m. CT.

4. **Communication.** Communication between participants and the MSF will be via email and/or phone. If a participant does not have an email, he/she may check the MSF website for Festival updates and other information or contact the area chairperson.

5. **Participant Restrictions.** All participant exhibits must be fully contained within the confines of the MSF-assigned booth space. Exhibits that exceed the dimensions of the booth spaces will be denied entry and/or removed from the festival. Participant exhibits, demonstrations, or other activities shall not interfere with other participants. Participants shall not operate visual or sound systems in any manner that disturbs or interferes with other participants. Participants may not block any access or travel way in the festival area, or the access or travel way of other participants. Participants shall not roam the festival area or parking areas to sell products or promote his/her business. Participants shall not place signs in the festival area or parking areas to promote his/her business. Signs and other advertisements are limited to the confines of the participants’ assigned booth space.

6. **Assignments or Subletting Booth Spaces.** Participants may not assign, sublet, or share all or any part of his/her assigned booth space with any other person/business/organization or third party.

7. **Friday Booth Set-Up.** The participants will be contacted by an MSF committee member with instructions for setup the day prior to the event. Should the participant set up on the festival day, please see #8.

8. **Festival Day.** Set-up for all participants begins at 6:00 a.m. For each assigned booth space, no more than two (2) vehicles will be allowed to enter the festival area for set-up and tear-down. All vehicles must be out of the festival area by 8:00 a.m. and will not be allowed to re-enter until after the festival ends at 4:00 p.m. or it is determined to be safe for vehicles by police. Vendors must park in designated parking areas only. Vehicles parked in the festival area after 8:00 a.m. will be towed at the owner’s expense.

Participants who fail to comply with Traffic Officials (including all MSF Committee Members, Madison City personnel, and MSF Volunteers) may be (1) removed from the festival, and/or (2) prohibited from future Festival participation.

9. **Tear-Down.** All participants must remain open and present during Festival hours and may not begin tear-down until the festival ends at 4:00 p.m. Participant is required to clean up his/her booth space and surrounding area and dispose of all trash before vacating the festival area. Tear-down and trash removal must be completed by 6:00 p.m. Trash receptacles will be provided by the MSF.

10. **Prohibited Items.** Drugs, alcohol, firearms, fireworks, explosives (including pop caps), knives, or items deemed by the MSF to be dangerous, obscene, controversial, inappropriate, or otherwise inconsistent with the rules, policies, and mission of the MSF. The MSF reserves the right to restrict, reject, or remove any exhibit, even after conditional acceptance that MSF, in its sole discretion, determines is dangerous, objectionable, or inappropriate.

11. **Compliance with Applicable Laws.** Participant agrees to comply with all MSF rules, policies, and procedures, and all local state, and federal laws and regulations in connection with his/her participation in the festival. Failure to comply shall be grounds for removal from the festival.

12. **Dispute with MSF.** Participant agrees that in any dispute over the MSF rules, policies, procedures, or decisions: (1) the MSF’s final determination shall govern and shall be final and conclusive; and (2) the participant shall accept the outcome.

13. **Agreement Breach.** Breach of this Agreement prior to the Festival date will result in the cancellation of participation in the event. Breach of this Agreement on the day of the festival will be grounds for removal from the festival. The MSF reserves the right to remove any participant who violates the terms of this Agreement.

14. The MSF expressly disclaims any obligation or representation related to the number of persons attending the festival or the revenue to be derived therefrom. This section shall survive the termination, cancellation, or expiration of this Agreement for any reason.

15. **Security.** The participant is responsible for his/her own personal property and liability before, during, and after the festival. Madison police officers will patrol the festival area beginning Friday, October 4, 2024, at 10:00 p.m. until Saturday, October 5, 2024, at 6:00 a.m.

16. **Use of Marks.** Participant grants the MSF the nonexclusive right to use and display the participant’s trade name, logos, and trademarks provided to the MSF for the purposes of promoting the festival.

17. **Festival Cancellation.** We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and volunteers. We reserve the right to change the details of the event without prior notice.

18. **Severability.** If any provision of this Agreement is held to be invalid by a court of law, the remaining portions shall remain in full force and effect.

19. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.

20. **Complete Agreement.** This Agreement, which incorporates by reference all participant requirements, represents the complete agreement between the participant and the MSF, and no other representations, statements, or understandings are included as any part of this Agreement. This Agreement shall not be amended or modified without the express written approval of the MSF.

21. **Waiver, Indemnification, and Release of Liability.** The undersigned participant has read, understands, and agrees to the rules, terms, and conditions under which he/she/it will be allowed to participate in the 2024 Madison Street Festival, October 5, 2024, and understands and is aware of all

possible damage or loss from whatever causes that may arise from participating in the festival and agrees to assume all risks in connection with participating in the festival.

Undersigned agrees to **indemnify, defend and hold harmless** the Madison Street Festival, Inc., its officers, directors, members, volunteers, and the City of Madison, Alabama, its employees, officials, officers, and agents from and against any and all liabilities, claims, damages, costs, expenses (including attorney’s fees), demands, actions or rights of actions of whatever kind or name either in law or equity, brought or caused by the undersigned, its officers, employees, volunteers, guests, agents his/her family, heirs, assigns and any other party, related to or arising from undersigned’s participation or related to or arising from Madison Street Festival activities.

Undersigned agrees to **indemnify, defend and hold harmless** the Madison Street Festival, Inc., its officers, directors, members, volunteers, and the City of Madison, Alabama, its employees, officials, officers, and agents from and against any and all liabilities, claims, damages, costs, expenses (including attorney’s fees), demands, actions or rights of actions of whatever kind or name either in law or equity, brought by third parties related to or arising from undersigned’s participation in the Madison Street Festival.

Undersigned understands that he/she/its participation in the Madison Street Festival in Madison, Alabama on October 5, 2024, is a voluntary activity, and the undersigned is participating by he/she/its own free choice. Undersigned agrees to follow all rules, regulations, and procedures given to them. In consideration of being allowed to participate in the Madison Street Festival, the undersigned hereby agrees to **ASSUME THE RISKS OF PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH** in any way associated with the undersigned’s participation in these activities. Undersigned agrees that the terms stated herein shall also serve as a **WAIVER OF LIABILITY AND ASSUMPTION OF RISK** for he/she/its officers, directors, heirs, estate, executor, administrator, assignees, successors, assigns, and for all members of the undersigned’s family.

22. Photo Release. Furthermore, the undersigned gives permission to have photos and/or video recordings taken of the undersigned for publicity purposes during the Madison Street Festival and the events associated therewith, even though the undersigned will not receive compensation of any kind for appearing in such photos or video recordings.

23. Caution. Undersigned acknowledges that he/she/it has carefully read this Participation Agreement, Waiver, Indemnification, and Release of Liability and fully understands that the undersigned is waiving any right that the undersigned may now or hereafter have to bring legal action and/or to assert

any claim against Madison Street Festival, Inc. in connection with the undersigned's participation in the Madison Street Festival.

24. The failure of either party hereto to insist, in one or more instances, on the performance by the other party in strict accordance with any term or condition of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or any right to demand future performance of any such term or condition of this Agreement, unless such waiver is set forth in a written instrument signed by the waiving party. No waiver of any provision or provisions of the Agreement shall be deemed to constitute a waiver of any other provision.

25. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

26. This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

MISCELLANEOUS PARTICIPATION GENERAL RULES AND REGULATIONS

1) All participants must abide by the MSF Participation Agreement (PA), as described in full above. Breach of the PA will result in the cancellation of a vendor’s application, removal from the festival, and denial of the vendor’s application the following year. No refunds will be issued for breach of the PA.

2) The following are **VIOLATIONS THAT WILL BE CONSIDERED A BREACH OF THE PA:**

a) On the day of the festival all vendor vehicles must be out of the festival area by 8:00 a.m. Vendors must park in designated parking areas only. Vehicles parked in the festival area after 8:00 a.m. will be towed at the owner’s expense.

b) For each assigned booth space, no more than two (2) vehicles will be allowed to enter the festival area for vendor set-up and tear-down.

c) Failure to comply with Traffic Officials (including all MSF Committee Members, Madison City personnel, and MSF Volunteers) may result in vendor (1) removal from the festival, and/or (2) prohibition from participating in future festivals.

d) All vendor exhibits must be fully contained in the assigned booth space. Exhibits larger than the booth space will be denied entry or removed from the festival.

e) All vendors must remain open and present during festival hours and may not begin tear-down until the festival ends at 4:00 p.m.

3) No participant shall sell or distribute food or beverages (including water) from their booth. Participants may distribute loose candy in its original packaging.

4) Participants must sign and return this document. Your participation will not be considered secure until this step is completed.

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
COUNTY OF MADISON §

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

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

Notary Public

**Madison Street Festival Inc.
an Alabama nonprofit Corporation**

By: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____ signed the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of the Madison Street Festival, Inc. an Alabama nonprofit corporation.

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

Notary Public

Ship To
Engineering Department
City of Madison
100 Hughes Road
Madison, AL 35758

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

Purchase Order
No. 2024-00001143
DATE 05/16/2024

VENDOR 3117 - Morell Engineering, Inc.*

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

NON-NEGOTIABLE

Contact
Morell Engineering, Inc.
711 East Hobbs Street
ATHENS, AL 35611



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE # 2024-126-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - CE&I work on Project 22-002 Madison Blvd Resurfacing and Signal 38-150-000-2941-18 - Capital Outlay - Madison Blvd Resurfacing 294,229.25 22 022 <i>Partial Pay #1 rlnv # 27357 Amt \$ 1344.41</i> <i>E. Michelle Denson 8/8/24</i>	294,229.2500	\$294,229.25

Reggie D. Bellomy
Purchasing Agent Signature

SUBTOTAL \$294,229.25

SALES TAX \$0.00

TOTAL DUE \$294,229.25

Special Instructions

PAY FROM FUND 38 - MADISON BLVD RESURFACING ACCOUNT

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



RECEIVED

Invoice

AUG 8 2024

CITY OF MADISON
ENGINEERING DEPARTMENT

City of Madison
100 Hughes Road
Madison, AL 35758

Date	Invoice #
7/31/2024	27357

E. Michelle Dunson 8/8/24

Job Description	Job Number	Due Date
Madison Blvd Resurfacing CE&I	24-0153	8/30/2024

Date of Service	Description	Hours/Qty	Rate	Amount
	**PO#: 2024-00001143 **STPAA-4522(251) Resurfacing on Madison Blvd from Westchester Rd to Flagstone Dr to include Traffic Signal Improvements and the Addition of Turn Lanes			
7/11/2024	Project Manager	1.75	28.21	49.37
7/17/2024	Project Manager	1	32.61	32.61
7/18/2024	Project Manager	1.5	46.68	70.02
7/19/2024	Project Manager	1	46.68	46.68
7/23/2024	Project Manager	3	28.21	84.63
7/24/2024	Project Manager	0.5	46.68	23.34
7/26/2024	Project Manager	3	46.68	140.04
	Subtotal			446.69
	ALDOT Home Office Indirect Cost		173.61%	775.50
	Subtotal			1,222.19
	ALDOT Operating Margin		10.00%	122.22
	Budget: \$ 294,229.25 Total billed to date (including this invoice): \$ 1,344.41			

We accept Visa, Mastercard, Discover and American Express.		Total	\$1,344.41
Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.		Payments/Credits	\$0.00
Name as it appears on card: _____ Billing Address: _____ Account Number: _____ Expiration Date: _____ Card Code: _____ Amount: _____ Signature: _____		Balance Due	\$1,344.41
Thank you for your business.			



MADISON COUNTY COMMISSION

Steve Haraway

Commissioner
District Two

August 13, 2024

City of Madison
100 Hughes Road
Madison, Alabama 35758

RE: Application for Reimbursement
CDG Engineering – Slaughter Road Improvements

INVOICE	DATE	INVOICE AMOUNT
1	11/2/2022	\$48,850.00
2	11/30/2022	\$19,745.00
3	12/21/2022	\$27,372.50
4	2/1/2023	\$9,872.50
5	3/2/2023	\$12,365.00
6	3/29/2023	\$28,630.00
7	5/4/2023	\$22,338.00
8	7/5/2023	\$27,271.00
1144	8/31/2023	\$18,545.00
1695	10/2/2023	\$3,712.71
2131	11/1/2023	\$55,907.29
3075	12/22/2023	\$4,166.00
4919	4/17/2024	\$12,445.00
6639	7/1/2024	\$4,768.40
7224	8/7/2024	\$10,036.00
TOTAL PAID		\$306,024.40



MADISON COUNTY COMMISSION

Steve Haraway

Commissioner
District Two

As of today, the total amount paid to CDG Engineering for the Slaughter Road Improvement Project is \$306,024.40. The total project cost is set to be \$319,800, so there will be additional invoices into fiscal year 2025.

Per the agreement signed by all parties, the cost will be split evenly between the following:

Madison County Commission, District 2	\$102,008.14
City of Huntsville	\$102,008.13
City of Madison	\$102,008.13

Please forward your reimbursement amount of \$102,008.13 to:

**Madison County Commission, District 2
100 Plaza Boulevard, Suite 2
Madison, Alabama 35758**

If you have any questions, please do not hesitate to reach out to my office.

Thank you,

Steve Haraway
Commissioner, District 2



Madison County Commission
100 Northside Square, Suite 700
6084 Hwy 53
Harvest, AL 35749

August 07, 2024
Project No: R042024001

Project R042024001 Mad Co-Slaughter Rd Imp at Eastview Dr
Professional Services through August 31, 2024

Fee

Billing Phase	Fee	Percent Complete	Earned
Field Survey	24,350.00	100.00	24,350.00
Geotechnical Services	70,000.00	100.00	70,000.00
Environmental Services	24,890.00	100.00	24,890.00
ROW Map, Tract Sketches & Deeds	20,830.00	100.00	20,830.00
Hydraulic Analysis	15,600.00	100.00	15,600.00
Design Services	152,520.00	98.5801	150,354.40
Letting Assistance & Contract Procurement	11,610.00	0.00	0.00
Total Fee	319,800.00		306,024.40

PAYMENT OPTIONS:

CHECK • ACH • ZELLE • CREDIT CARD

DISCLAIMER: Effective July 1, 2023, our credit card use fee has increased to 4% per payment.
For additional questions regarding this fee, please contact our Accounting Department at ap.processing@cdge.com.

TERMS: Net 10 Days. When submitting remittance, please include project number. Client shall pay all costs and fees, including, but not limited to, Attorney's fees, incurred by CDG in the collection of any sums due for services rendered and related service expenses.

Remit Payment to: Post Office Box 278, Andalusia, AL 36420



Office: (256) 536-4232 | 58 Shields Rd.
Fax: (256) 534-2702 | Huntsville, AL 35811

TRAV-AD SIGNS

www.trav-adsigns.com • sales@trav-adsigns.com

PROPOSAL Proposal #: 37459

Proposal Date: 08/21/24
Customer #: 1321
Page: 1 of 4

SOLD TO:	JOB LOCATION:
CITY OF MADISON ATTN: ACCOUNTS PAYABLE 100 HUGHES ROAD MADISON AL 35758	TOWN MADISON TOWN MADISON BLVD MADISON AL 35758 REQUESTED BY: MATT DAVIDSON

TRAV-AD SIGNS, INC. (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #29585 BANNERS FOR LIGHT POLE PRODUCE & INSTALL QTY (9) 30" W X 84" H BANNERS - REPLACE MISSING MOUNTING HARDWARE ON 1 POLE	\$3,285.00	\$3,285.00

SUB TOTAL:	\$3,285.00
ESTIMATED SALES TAXES:	\$0.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$3,285.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.8% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE. PROCESSING FEES NOT INCLUDED IN QUOTE

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, MUNICIPALITY REQUIRED PERMIT FEES, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED. THESE FEES WILL BE BILLED ON FINAL INVOICE AS APPLICABLE.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



Office: (256) 536-4232 | 58 Shields Rd.
Fax: (256) 534-2702 | Huntsville, AL 35811

TRAV-AD SIGNS

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PROPOSAL
Proposal #: 37459

Proposal Date: 08/21/24
Customer #: 1321
Page: 2 of 4

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



Office: (256) 536-4232 | 58 Shields Rd.
Fax: (256) 534-2702 | Huntsville, AL 35811

TRAV-AD SIGNS

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PROPOSAL

Proposal #: 37459

Proposal Date: 08/21/24
Customer #: 1321
Page: 3 of 4

TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, TRAV-AD SIGNS, INC. MAY, AT ITS OPTION, DECLARE ALL THE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT AFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THIS AGREEMENT ARE REFERENCED OR CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNS OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. CUSTOMER SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT THE APPROPRIATE UTILITY COMPANY TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. CUSTOMER ACKNOWLEDGES THAT SIGN INSTALLATION WORK MAY INVOLVE DRIVING HEAVY EQUIPMENT ON OR NEAR LANDSCAPE AREAS, CURBS AND SIDEWALKS. CUSTOMER IS RESPONSIBLE TO NOTIFY COMPANY, IN WRITING, OF ANY LANDSCAPING ELEMENTS OF CONCERN. CUSTOMER ALSO ACKNOWLEDGES THAT DESPITE THE COMPANY'S BEST EFFORTS, DAMAGE TO LANDSCAPE AREAS, SPRINKLERS, SIDEWALKS, CURBS AND OTHER GROUND AREA MAY OCCUR DURING INSTALL. THEREFORE, THE CLIENT AGREES TO WAIVE ANY CLAIMS AGAINST THE COMPANY FOR DAMAGES TO GROUND AREA, INCLUDING BUT NOT LIMITED TO, LANDSCAPING, CURBS, SIDEWALKS OR SPRINKLERS. COMPLETE DETAILS ARE LOCATED IN COMPANY'S DAMAGE WAIVER.
9. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACE AT NO COST TO THE BUYER FOR THIS MATERIAL. THE COST OF LABOR, HOWEVER, WILL BE CHARGED AT HOURLY RATES.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: CHARLENE YOUNG
EMAIL: CYOUNG@TRAV-ADSIGNS.COM

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



Office: (256) 536-4232 | 58 Shields Rd.
 Fax: (256) 534-2702 | Huntsville, AL 35811

TRAV-AD SIGNS

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DEPOSIT INVOICE

Invoice #: DP37459

Inv Date: 08/21/24
 Customer #: 1321
 Page: 4 of 4

SOLD TO:	JOB LOCATION:
CITY OF MADISON ATTN: ACCOUNTS PAYABLE 100 HUGHES ROAD MADISON AL 35758	TOWN MADISON TOWN MADISON BLVD MADISON AL 35758 REQUESTED BY: MATT DAVIDSON

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
MATT DAVIDSON		CHARLENE YOUNG	08/21/24	50.0% Due Upon Receipt	11/01/24

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #29585 BANNERS FOR LIGHT POLE PRODUCE & INSTALL QTY (9) 30" W X 84" H BANNERS - REPLACE MISSING MOUNTING HARDWARE ON 1 POLE	\$3,285.00	\$3,285.00
		SUB TOTAL	----- \$3,285.00
	* INDICATES TAXABLE ITEM	ESTIMATED SALES TAXES	\$0.00
		TOTAL PROPOSAL AMOUNT	\$3,285.00
	*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		
	CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE. PROCESSING FEES NOT INCLUDED ON INVOICE		
		PLEASE PAY THIS DEPOSIT AMOUNT:	\$1,642.50



SIDE A & B



BANNER SIGN

DETAILS:

- HP Printed banner
- Mechanically fastened to pole.

COLOR/FINISH:

- HP1 - Full Color Print
- Sub: Banner

- SF
- DF

SALES REP: CY

EED BY: JWS

DATE: 08/21/2024



This drawing is exclusive property of Trav-Ad Signs and may not be handed over, copied, or used by third parties. Our printers are color profiled and adjusted as needed to ensure excellent color output or pleasing color. Color does vary from your screen to print, as well as with different materials and output devices. To ensure accurate or color critical results, a press proof can be ordered for a fee of \$75. Pantone Colors can be matched for a fee of \$50/color. Pantone Colors are matched by adjusting CMYK process values within the file to produce the closest match possible. Please refer to the matching section included on proof to see if we have found any Pantone colors in your file, if so please inform us we would like us to match these colors or not. If your job requires critical colors please inform our service represent

ORDINANCE NO. 2024-276

AN ORDINANCE ADDING CHAPTER 24, ARTICLE I, SECTION 11 OF THE MADISON CITY CODE ENTITLED “UNATTENDED RECEPTACLES”

WHEREAS, the City of Madison has recognized that Unattended Receptacles as defined below has allowed for junk, trash, discarded items and other unwanted debris to accumulate within the City. This junk is commonly strewn about haphazardly, left outside for days in the weather, can get blown or strewn about the community and essentially becomes litter until City employees or concerned citizens pick up and dispose of said junk; and

WHEREAS numerous citizens have complained about the common occurrence of these unwanted depositing of discarded items in public spaces and the visual blight that occurs with having Unattended Receptacles allowed within the City; and

WHEREAS the accumulation of these discarded items in or near these Unattended Receptacles is a visual blight throughout the City; and

WHEREAS the City Council desires to adopt this Ordinance, for the purposes of reducing blight, reducing litter, and to prevent the use of private property for purposes neither intended nor welcomes by the owner;

WHEREAS the City is authorized by § 11-45-1 of the *Code of Alabama of the City of Madison* is hereby established and adopted into Article IV of the City Code, which is entitled Nuisance Control and Property Maintenance, as follows:

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended as follows:

Section 1. Chapter 24, Article I, Section 11 is added to the Madison City Code and shall be entitled “Unattended Receptacles.” The language of Chapter 24, Article I, Section 11 shall be as follows:

- “(a) *Generally. It shall be unlawful for any person to cause or allow to be placed, left or kept upon any lot or parcel of land within the corporate limits of the city any remote and unattended receptacle, bin, box, container, portable building or structure for the purpose of collecting, holding or storing discarded clothing, furniture, household hardware, appliances, household items or any tangible items.*
- (b) *Exceptions. Excepted from the requirements of this section are:*
- (1) *Any accessory structure, portable building or other secondary structure which is located on the same property on which a primary structure is located and which is incidental to the occupation and use of any residential or commercial structure provided the structure is maintained and located in accordance with the ordinances and regulations of the city.*
 - (2) *Any dumpster, trash receptacle or other container for the collection and storage of trash, garbage or debris provided the dumpster, trash receptacle*

or container is maintained and located in accordance with the laws of the city.

- (3) *Any receptacle, box, bin, container, portable building or structure that is located on the premises where the daily business operations of a charitable organization are conducted provided such receptacle, box, container, portable building or structure is maintained in accordance with the zoning ordinance and other ordinances of the city.*
- (c) *Enforcement. The Director of Building for the City or his/her authorized representative shall be responsible for and possess authority to enforce the provisions of this section. If any person shall fail or refuse to comply with the requirements of this section, the Director of Building or any code enforcement officer may cause to be served upon such person, in person or by first class mail, a written official notice apprising the person of the violation of this section and requiring such person to comply with this section within a time stated in the notice, which shall be a period of not less than 15 calendar days. If a person fails to comply with the notice which has been served upon him in accordance with this section the Director of Building or any code enforcement officer working under his/her supervision may appear before the municipal court magistrate and make oath as to the facts constituting a violation of this section and apply for a summons or warrant with respect to any alleged offense. Any person found guilty of a violation of this section shall be subject to the same penalties as provide for violations of city ordinances in section 1-10.*
- (d) *Removal. In addition to or in lieu of the enforcement procedures outlined in this section, the Director of Building or his/her authorized representative may cause the receptacle, bin, box, container, portable building or structure and its contents which are in violation of this section to be removed from its location and impounded at a depository designated by the Director of Building for such purpose. The receptacle, bin, box, container, portable building or structure and its contents shall be held at the depository for a period of 30 days, during which time it may be retrieved by the owner provided the owner reimburses the city for the reasonable costs of transportation to and storage in the depository. After 30 days, the receptacle, bin, box, container, portable building or structure and its contents if any shall be disposed of in the most suitable manner as determined by the Director of Building.*

Section 2. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

Section 3. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 4. This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this ____ day of _____ 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____ 2024.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2024-277

AN ORDINANCE TO AMEND THE MUNICIPAL SCHEDULE OF FINES

WHEREAS, the State of Alabama has enacted two new statutes to the Code of Alabama which has thereby replaced Code of Alabama §32-5A-350 –Handheld texting with Code of Alabama §32-5A-350.1-Operation of vehicle in distracted manner under criminal offenses, and

WHEREAS, prior to the adoption of this Ordinance, the Mayor and City Council have heard from a number of citizens complaining about these matters; and

WHEREAS, the City Council desires to adopt an ordinance that incorporates this new offense set forth in the Code of Alabama; and

WHEREAS, the City is authorized by § 11-45-1 of the *Code of Alabama*, among other laws, to adopt ordinances to provide for the public health, prosperity, order, comfort, and convenience of the inhabitants of the City;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, as follows:

Section 1. In addition to other remedies, authorized enforcement officers of the City may issue a Traffic offense citation for violations of this ordinance for Distracted Driving. The City hereby repeals the Schedule of Fines of the Madison City Code, Appendix B(a)(1) Traffic offenses, for “Using a Wireless Communication Device while driving” and replaces said violation with a violation for Distracted Driving as set forth by Code of Alabama §32-5A-350.1. The City hereby Amends the Schedule of Fines of the Madison City Code, Appendix B(a)(1) Traffic Offenses, to assess a fine of \$50 for a first offense of Distracted Driving, \$100 for a second offense and \$150 for a third offense. There are no court costs assessed with said offense. The City hereby adopts and incorporates by reference the definition of said offense as set forth in the Code of Alabama §32-5A-350.1.

Section 2. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

Section 3. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 4. That this ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____, 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-268-R

**A RESOLUTION AUTHORIZING PROPERTY ACQUISITION
FOR THE MAECILLE ROAD AND SEGERS ROAD IMPROVEMENT PROJECT**

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

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire a certain right-of-way and utility and drainage easement on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by Ryan Carter Ebersold and Courtney Eve Ebersold (herein "Owners") and identified as Tract Two on **Attached Exhibit A: Diagram**.
2. **Exhibit B: Deed** depicts the Tract to be acquired for a right of way for the expressed purpose of improving Maecille Road and Segers Road (herein "the Project"). The Tract is further described in said Deed as follows:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 00° 38' 12" E., 208.99 FEET AND N. 88° 29' 57" E. 25.02 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 38' 12" E., 210.01 FEET; THENCE N. 88° 29' 13" E., 15.01 FEET; THENCE S. 00° 38' 12" W., 210.01 FEET; THENCE S. 88° 29' 57" W., 15.01 FEET TO THE POINT OF BEGINNING, CONTAINING 3150 S.F. OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

3. **Exhibit C: Utility and Drainage Easement** depicts the necessary easements the City is required to obtain for such utilities and drainage needs for the Project. The Utility and Drainage Easement is further described as follows:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 00° 38' 12" E., 208.99 FEET AND N. 88° 29' 57" E., 40.03 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 38' 12" E., 12.30 FEET; THENCE S. 89° 21' 48" E., 5.00 FEET; THENCE S. 00° 38' 12" W., 12.11 FEET; THENCE S. 88° 29' 57" W., 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 61 S.F. OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

4. That obtaining the foregoing Tracts is necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.
5. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire said Tract of property by voluntary conveyance of the right of way and the utility and drainage easement for **nine thousand six hundred thirty-five dollars (\$9,635.00)** to justly compensate the owner for conveyance of the Tract and the easement.
6. That said Tracts have been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount of just compensation required for the acquisitions and it is the judgment and opinion of the City Council of the City of Madison that the offer to the Owners represents such just compensation.
7. That the Mayor is authorized to execute any and all documents necessary to complete the acquisition of the Tract and all necessary easements described in Exhibit A, B and C.
8. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

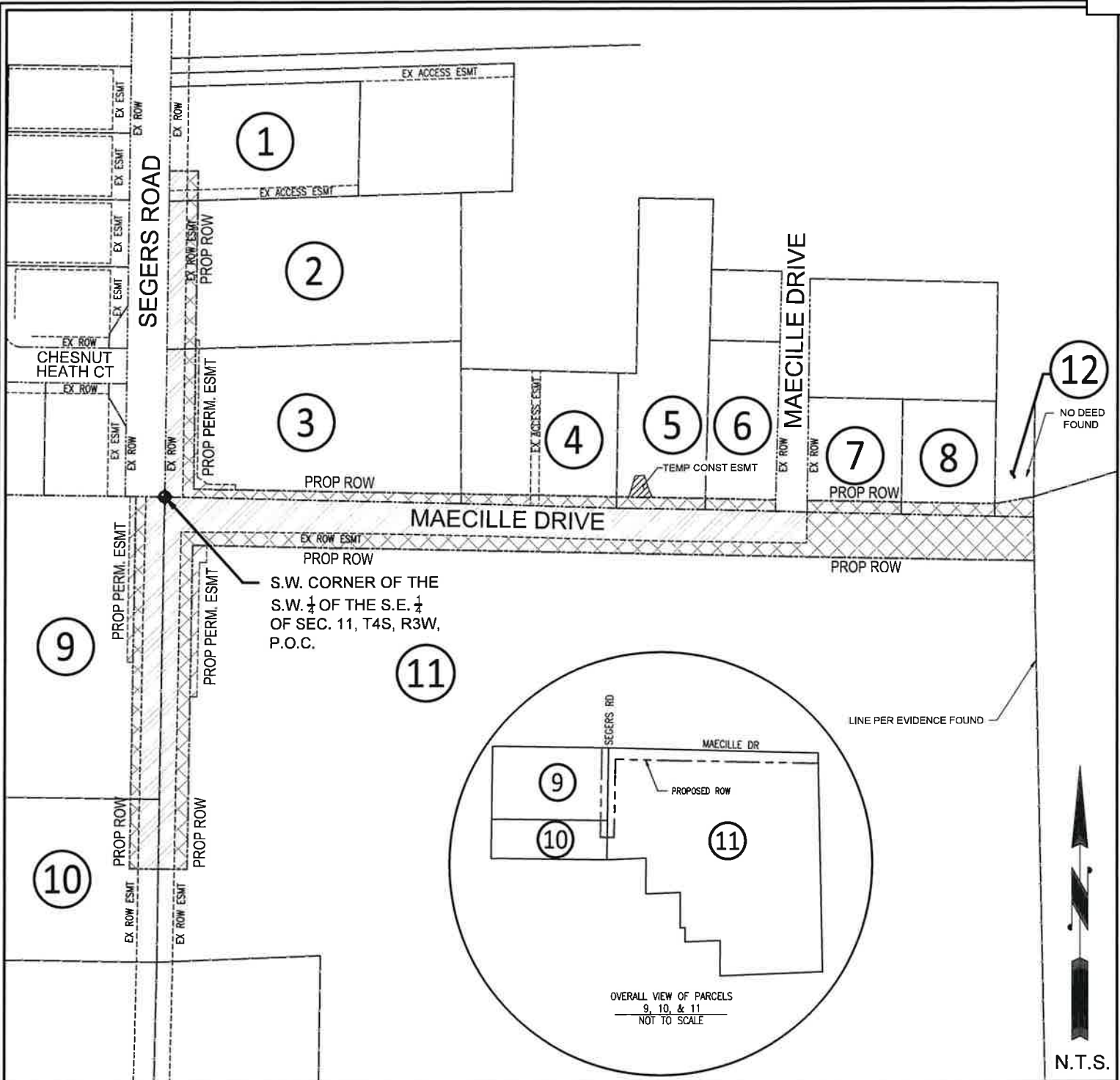
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama



S.W. CORNER OF THE
S.W. 1/4 OF THE S.E. 1/4
OF SEC. 11, T4S, R3W,
P.O.C.

OVERALL VIEW OF PARCELS
9, 10, & 11
NOT TO SCALE

12
NO DEED FOUND

LINE PER EVIDENCE FOUND



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

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

City Exhibit

B

DATE: AUGUST 24, 2023
 Rev.:

OHM PROJECT #: 9036220010-03

MADISON PROJECT #: 22-039

SHEET 1 OF 1

OHM®

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

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA) QUIT CLAIM DEED
) *No title opinion requested nor provided*
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Ryan Carter Ebersold & Courtney Eve Ebersold** (herein referred to as **GRANTORS**), do hereby grant, bargain, sell, and hereby extinguish any and all interest that he and she has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantors possess within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 00° 38' 12" E., 208.99 FEET AND N. 88° 29' 57" E. 25.02 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 38' 12" E., 210.01 FEET; THENCE N. 88° 29' 13" E., 15.01 FEET; THENCE S. 00° 38' 12" W., 210.01 FEET; THENCE S. 88° 29' 57" W., 15.01 FEET TO THE POINT OF BEGINNING, CONTAINING 3150 S.F. OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

Quit claim Deed | Ryan Carter Ebersold & Courtney Eve Ebersold

EXHIBIT B

TO HAVE AND TO HOLD unto the Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantors have caused these presents to be executed on the ___ day of _____ 2024.

By: _____
Ryan Carter Ebersold

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ryan Carter Ebersold, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the _____ day of _____ 2024.

Notary Public

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ___ day of _____ 2024.

By: _____
Courtney Eve Ebersold

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Courtney Eve Ebersold, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the _____ day of _____ 2024.

Notary Public

Tract 2 U & D Easement Deed: Ryan Carter Ebersold & Courtney Eve Ebersold
EXHIBIT C

RESOLUTION NO. 2024-269-R

A RESOLUTION AUTHORIZING PROPERTY ACQUISITION FOR THE MAECILLE ROAD AND SEGERS ROAD IMPROVEMENT PROJECT

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

- 1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire a certain right-of-way and utility and drainage easement on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by Lawrence Oliver Williams (herein "Owner") and identified as Tract Nine on Attached Exhibit A: Diagram.
2. Exhibit B: Deed depicts the Tract to be acquired for a right of way for the expressed purpose of improving Maecille Road and Segers Road (herein "the Project"). The Tract is further described in said Deed as follows:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 89° 11' 13" W., 26.15 FEET FROM A FOUND RAILROAD SPIKE BEING THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S. 01° 01' 08" W., 429.00 FEET; THENCE N. 89° 11' 13" W., 12.31 FEET; THENCE N. 00° 48' 47" E., 429.00 FEET; THENCE S. 89° 11' 13" E. 13.85 FEET TO THE POINT OF BEGINNING, CONTAINING 5579 S.F. (OR 0.13 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

- 3. Exhibit C: Utility and Drainage Easement depicts the necessary easements the City is required to obtain for such utilities and drainage needs for the Project. The Utility and Drainage Easement is further described as follows:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 89° 11' 13" W., 40.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE NORTH 1/4 CORNER OF

SAID SECTION; THENCE S. 00° 48' 47" W., 235.00 FEET; THENCE N. 89° 11' 13" W., 8.00 FEET; THENCE N. 00° 48' 47" E., 235.00 FEET; THENCE S. 89° 11' 13" E. 8.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1880 S.F. (OR 0.04 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

- 4. That obtaining the foregoing Tracts is necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.
- 5. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire said Tracts of property by voluntary conveyance of the right of way and the utility and drainage easement for **sixteen thousand two hundred dollars (\$16,200.00)** to justly compensate the owner for conveyance of the Tract and the easement.
- 6. That said Tracts have been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount of just compensation required for the acquisitions and it is the judgment and opinion of the City Council of the City of Madison that the offer to the Owners represents such just compensation.
- 7. That the Mayor is authorized to execute any and all documents necessary to complete the acquisition of the Tract and all necessary easements described in Exhibit A, B and C.
- 8. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

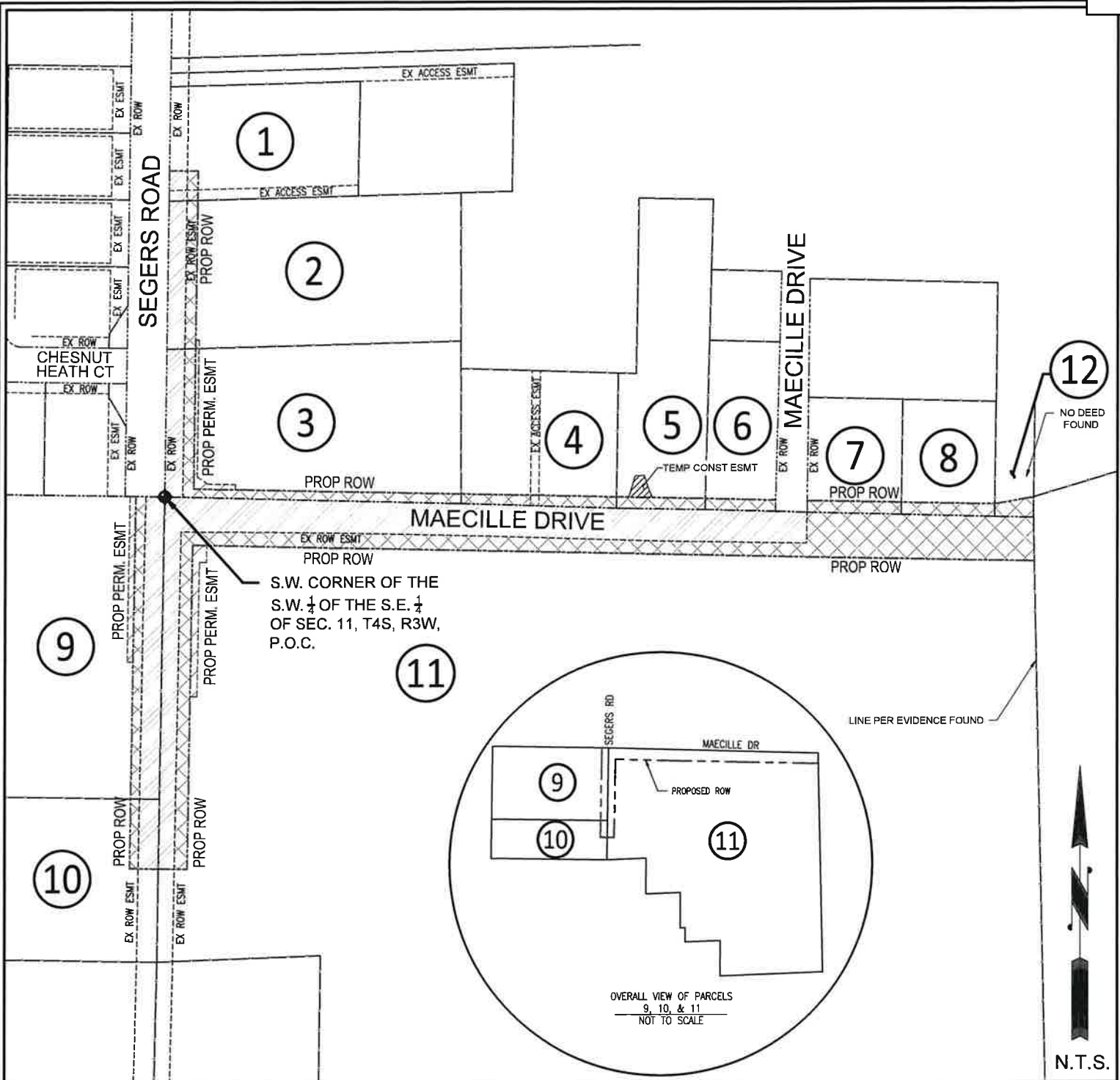
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama



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

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

City Exhibit

B

DATE: AUGUST 24, 2023 Rev.:
OHM PROJECT #: 9036220010-03
MADISON PROJECT #: 22-039
SHEET 1 OF 1

OHM®

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

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ___ day of _____ 2024.

By: _____
Lawrence Oliver Williams

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lawrence Oliver Williams, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the _____ day of _____ 2024.

Notary Public

IN WITNESS WHEREOF, Grantors have caused these presents to be executed on the ___ day of _____ 2024.

By: _____
Lawrence Oliver Williams

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lawrence Oliver Williams, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ___ day of _____ 2024.

Notary Public

RESOLUTION NO. 2024-270-R

A RESOLUTION AUTHORIZING PROPERTY ACQUISITION FOR THE MAECILLE ROAD AND SEGERS ROAD IMPROVEMENT PROJECT

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

- 1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire a certain right-of-way on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by Charles C. Williams. Sr. (herein "Owner") and identified as Tract Ten on Attached Exhibit A: Diagram.
2. Exhibit B: Deed depicts the Tract to be acquired for a right of way for the expressed purpose of improving Maecille Road and Segers Road (herein "the Project"). The Tract is further described in said Deed as follows:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 00° 48' 47" W., 429.00 FEET AND N. 89° 11' 13" W., 27.69 FEET FROM A FOUND RAILROAD SPIKE BEING THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S. 01° 00' 13" W., 96.91 FEET; THENCE S. 00° 51' 12" W., 1.92 FEET; THENCE N. 89° 11' 13" W., 11.99 FEET; THENCE N. 00° 48' 47" E., 98.83 FEET; THENCE S. 89° 11' 13" E., 12.31 FEET TO THE POINT OF BEGINNING, CONTAINING 1201 SQUARE FEET (OR 0.03 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

- 3. That obtaining the foregoing Tracts is necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.
4. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire said Tracts of property by voluntary conveyance of the right of way for three thousand four hundred twenty dollars (\$3,420.00) to justly compensate the owner for conveyance of the Tract.

- 5. That said Tracts have been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount of just compensation required for the acquisitions and it is the judgment and opinion of the City Council of the City of Madison that the offer to the Owners represents such just compensation.
- 6. That the Mayor is authorized to execute any and all documents necessary to complete the acquisition of the Tract and all necessary easements described in Exhibit A and B.
- 7. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

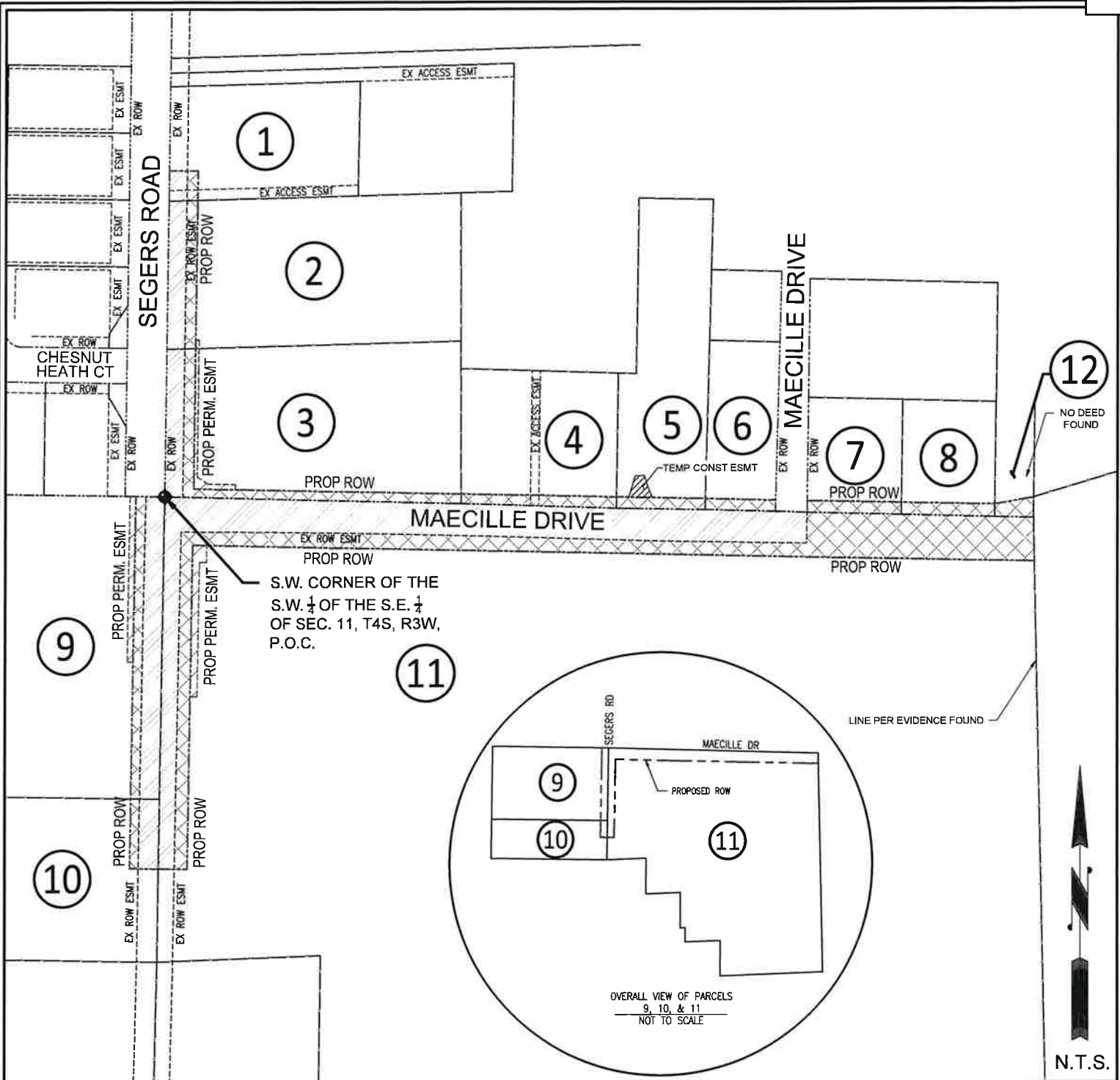
Ranae Bartlett, Council President
 City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
 City of Madison, Alabama



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

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

City Exhibit

B

DATE: AUGUST 24, 2023 Rev.:
OHM PROJECT #: 9036220010-03
MADISON PROJECT #: 22-039
SHEET 1 OF 1

OHM®

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

RESOLUTION NO. 2024-272-R

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Barge Design Solutions, Inc., for engineering services for lighting photometric plans for Project 23-012 for the Balch Road and Browns Ferry Road Roundabout, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and **Barge Design Solutions, Inc.**, located at **200 Clinton Avenue West, Suite 800, Huntsville, Alabama 35801**, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional services for lighting photometrics of a roundabout at the intersection of Balch Road and Browns Ferry Road; 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: Lighting Photometrics for a roundabout at the intersection of Balch Road and Browns Ferry Road, said services to be administered according to Consultant's proposal dated August 12, 2024 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising 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 **Eleven Thousand Two Hundred Dollars (\$11,200.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, 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, pandemics or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director
City 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:

*Barge Design Solutions, Inc.
200 Clinton Avenue West, Suite 800
Huntsville, Alabama 35801*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this

Agreement shall prevail.

- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public

Barge Design Solutions, Inc.
Consultant

By: _____
Gregg Bissot, PE, Vice President

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Gregg Bissot, whose name as Vice President of Barge Design Solutions, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the _____ day of _____,
2024.

Notary Public



The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

I. Project Description

Lighting Photometrics for Balch Road at Browns Ferry Road Roundabout

The City of Madison (Client) requested Lighting Photometrics be added to the Balch Road at Browns Ferry Road Roundabout design project (Project). Barge is currently designing and developing plans for the roundabout under the original agreement dated March 14, 2023. The original agreement will be supplemented to include Lighting Photometrics. Huntsville Utilities will complete the Lighting Design. Huntsville Utilities will provide to Barge the conduit and pull box design for inclusion in the City's roundabout plans. Barge will add the conduit and pull box design, provided by Huntsville Utilities, into the City's roundabout plans and quantities. The contractor awarded the City's roundabout project will install the conduit, pull boxes, as well as the pedestals, which will be provided by Huntsville Utilities. Huntsville Utilities will complete the Lighting installation after the City's contractor has completed the roundabout construction.

II. Scope of Services

Barge proposes the following Scope of Services:

Lighting Photometrics

Barge will prepare lighting photometrics calculations. Lighting will be designed to IESNA standards for roundabouts. The light fixture to be used will be specified by the City or Huntsville Utilities. Barge will coordinate with the City and/or Huntsville Utilities to determine the light fixture to be used for photometric analysis.

Barge will provide a layout plan showing required locations of light poles based on the lighting photometrics. Barge will include the conduit and pull box locations in this layout plan based on the Lighting Design provided by Huntsville Utilities. Barge will include quantities in the City's roundabout plans and estimated costs in the opinion of probable construction cost (OPCC) for the conduit, pull boxes and pedestals.

Huntsville Utilities will design the conduit, pull boxes, electrical wiring plan, embedded light poles and fixtures, and lighting control center. The contractor awarded the City’s roundabout contract will install and construct the conduit, pull boxes, and pedestals. Huntsville Utilities will install and construct the electrical wiring plan, light poles and fixtures, and lighting control center.

Barge will submit one (1) lighting photometrics plan and one (1) light pole layout plan including conduit and pull box locations to be included with the final roundabout construction plans, for review by the City.

III. Project Understandings, Assumptions, and Exclusions

Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:

1. Huntsville Utilities will design the conduit, pull boxes, electrical wiring plan, embedded light poles and fixtures, and lighting control center.
2. Huntsville Utilities will provide the required conduit, pull boxes and pedestals to the City’s contractor.
3. The City’s contractor will be responsible for picking up the conduit, pull boxes and pedestals from Huntsville Utilities facility and transporting these items to the project site.
4. The contractor awarded the City’s roundabout contract will install and construct the conduit and pull boxes and pedestals.
5. Light poles will be embedded poles rather than anchor-based poles.
6. Huntsville Utilities will install and construct the electrical wiring plan, light poles and fixtures, and lighting control center.
7. Utility Coordination is excluded from this contract except as noted above.
8. Bidding and Construction Phase services are excluded from this contract.
9. Construction budget for items listed in our scope of services is unknown at this time; Barge will strive to work with the City in the establishment of this budget but cannot be held responsible as to whether or not the yet-undefined budget is achieved.
10. Project will be City-funded. No state or federal monies are anticipated to be used for this project
11. Schedule is dependent upon the timely receipt of critical information. Information to be provided by others will be received in a timely manner that corresponds to the project schedule. If the information is not received in a timely manner, then additional design fees may be required.
12. Construction plans will utilize the City’s standard details and specifications and/or ALDOT’s standard details and specifications.
13. Services resulting from significant changes in general scope or character of the project, or its design are excluded.

IV. Time of Performance

Barge is prepared to begin work within one (1) week upon receipt of a signed professional services agreement or written authorization to proceed. Upon receipt of the authorization to proceed, Barge will furnish a schedule to the City.

V. Client’s Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

1. Provide information as required to support development of Barge’s scope, as required in the project agreement for services.
2. Provide review comments in a timely manner.
3. Provide single point of contact for project coordination purposes.

VI. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

1. Lighting Photometrics Plan.
2. Light Pole Layout Plan including light pole, conduit and pull box locations; and conduit, pull box, and pedestal quantities.
3. Design files (PDF and DGN).

VII. Compensation

Fee Summary Table

Items	Fee Type	Fee Amount
Lighting Photometrics	Lump Sum	\$11,200.00
Total	LUMP SUM	\$11,200.00

RESOLUTION NO. 2024-278-R**A RESOLUTION AUTHORIZING A PERMISSIVE USE AGREEMENT WITH
MADISON UTILITIES FOR USE OF PROPERTY NEAR
BROWNSFERRY/BURGREEN ROAD ROUNDABOUT PROJECT**

WHEREAS, the City has begun construction of a roundabout traffic improvement at the intersection of Brownsferry Road and Burgreen Road (herein “the Project”); and,

WHEREAS, the City and Water and Wastewater Board of the City of Madison (herein “Madison Utilities”), previously entered a separate permissive use agreement whereby Madison Utilities agreed to allow the City use of Madison Utility property for the Project; and

WHEREAS, the City has now identified various utility lines that will need to be relocated and/or placed beneath the ground of the Property; and

WHEREAS, the parties have determined that the most efficient way to handle the relocation and/or placement of these underground utilities is to install a steel pipe conduit beneath the ground for the purpose of running these lines; and

WHEREAS, Madison Utilities agrees that it will purchased the pipe to be placed beneath the ground of the Property for these utility lines; and

WHEREAS, the City agrees that it will procure contractors to install the pipe below ground of the Property; and

WHEREAS, Madison Utilities agrees that it will share the cost of installing the pipe below ground in an amount not to exceed sixty thousand dollars (\$60,000).

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Permissive Use Agreement (“Agreement”) with Madison Utilities for the use of property near the Brownsferry Road and Burgreen Road Roundabout Project; said Agreement to be substantially similar in purpose, intent, and composition as that document attached hereto and identified as “Permissive Use 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 thereof to execute all documentation necessary to enforce and comply with its terms, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year; and

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (**herein, “MOU”**) is made and entered into on this the 26th day of August 2024, by and between the **City of Madison, Alabama**, a municipal corporation (**herein the “City”**), and the **Water and Wastewater Board of the City of Madison, Alabama** a municipal public utility board created by the City of Madison, Alabama, (**herein “Madison Utilities”**).

WITNESSETH:

WHEREAS, Madison Utilities currently owns property near the intersection of Brownsferry Road and Burgreen Road (herein “the MU Property”) that is more specifically described as:

TRACT 1:

A PART OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA. BEING MORE PARTICULARLY DESCRIBED AS COMMECNING AT A CALCULATED POINT AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 1. THEN N89°01'58"W A DISTANCE OF 305.00 FEET TO A POINT. THEN S00°34'55"E A DISTANCE OF 39.98 FEET TO AN IRON SET ON THE SOUTH RIGHT OF WAY OF HUNTSVILLE BROWNSFERRY ROAD (THIS IRON AND ALL OTHER IRONS REFERRED TO AS "SET" ARE ½ INCH DIAMETER REBAR WITH A RED PLASTIC CAP STAMPED ALLEN CA 1005 LS) THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING AND LEAVING SAID SOUTH RIGHT OF WAY S00°35'58"E A DISTANCE OF 15.01 FEET TO AN IRON SET. THEN N89°02'00"W A DISTANCE OF 1193.67 FEET TO AN IRON SET. THEN N00°59'49"E A DISTANCE OF 15.00 FEET TO AN IRON SET ON THE SOUTH RIGHT OF WAY OF HUNTSVILLE BROWNSFERRY ROAD. THEN ALONG SAID RIGHT OF WAY S89°02'00"E A DISTANCE OF 1193.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.41 ACRES MORE OR LESS.

TRACT 2:

A PART OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA. BEING MORE PARTICULARLY DESCRIBED AS COMMECNING AT A CALCULATED POINT AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 1. THEN N89°01'58"W A DISTANCE OF 305.00 FEET TO A POINT. THEN

S00°34'55"E A DISTANCE OF 39.98 FEET TO AN IRON SET ON THE SOUTH RIGHT OF WAY OF HUNTSVILLE BROWNSFERRY ROAD (THIS IRON AND ALL OTHER IRONS REFERRED TO AS "SET" ARE ½ INCH DIAMETER REBAR WITH A RED PLASTIC CAP STAMPED ALLEN CA 1005 LS) THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT OF WAY S89°02'00"E A DISTANCE OF 275.01 FEET TO AN IRON SET ON THE WEST RIGHT OF WAY OF BURGREN ROAD. THEN LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID WEST RIGHT OF WAY S00°35'58"E A DISTANCE OF 15.01 FEET TO AN IRON SET. THEN LEAVING SAID RIGHT OF WAY N89°02'00"W A DISTANCE OF 275.01 FEET TO AN IRON SET. THEN N00°35'58"W A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES MORE OR LESS.

and;

WHEREAS, the City and Madison Utilities entered into a Permissive Use Agreement dated June 11, 2024 whereby Madison Utilities agreed to allow the City permissive use of the a portion of the MU Property (herein, the "PUA Parcel") in connection with its construction of a round-about at the intersection of Brownsferry Road and Burgreen Road (the "Project"), which PUA Parcel is more particularly described as follows:

That certain parcel of property being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770; thence S 79°54' 18" W a distance of 27.99 feet to a point said point being the Point of Beginning (said point offset 38.71' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+30.00); thence S 00°04'39" E a distance of 15.02 feet to a point (said point offset 53.73' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+30.00); thence S 89°57'22" W a distance of 15.00 feet to a point (said point offset 53.70' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+15.00); thence N 00°04'39" W a distance of 15.02 feet to a point (said point offset 38.68' RT and perpendicular to the centerline of Huntsville Brownsferry Road station 73+15.00); thence S 89°57'43" E a distance of 15.00 feet to the Point of Beginning, containing 0.005 acres, more or less.

and;

WHEREAS, in addition to its rights as owner of the MU Property (including the PUA Parcel), Madison Utilities has the right to use rights-of-ways of the City pursuant to its Franchise Agreement with the City; and

WHEREAS, the parties have determined that the re-location of existing utilities operated by Limestone County Water and Sewer Authority (herein, "LCWSA"), and North Alabama Gas District (herein, "NAGD"), made necessary by and in support of the Project will require use of the MU Property, including the PUA Parcel by these utilities; and

WHEREAS, Madison Utilities has determined that the anticipated re-location of existing lines of LCWSA and NAGD required by the Project, would interfere with Madison Utilities future use of the MU Property, including the PUA Parcel for its own purposes and limit its use of the City's right-of-way along Burgreen Road; and

WHEREAS, the City and Madison Utilities have agreed to enter into this Memorandum of Understanding for purposes of memorializing and implementing a solution to the problem of assuring Madison Utilities' access to the MU Property, including the PUA Parcel, and to the City's Right-of-Way along Burgreen Road for its future installation of water and/or sewer lines without impacting re-location of LCWSA and NAGD lines, or requiring open cutting of the intersection improvements currently being installed as part of the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants given by the parties hereto, it is understood and agreed as follows:

1. **Steel Casing.** Madison Utilities will purchase at its expense and provide to the City a 36" diameter steel casing for installation along that portion of existing Burgreen Road right-of-way, and along that portion of the MU Property, approximately as shown in the drawing attached to this MOU as Exhibit A, at sufficient depth (as designated by Madison Utilities) to allow installation of re-located underground utilities by LCWSA and NAGD above the installed casing.
2. **Installation of Steel Casing.** Madison Utilities grants to the City its consent and permission for the City, through its contractors, to install the referenced steel casing approximately along, under and across the MU Property and the Burgreen right-of-way, at approximately the location as depicted on Exhibit A, and the City agrees to promptly undertake such installation at a depth and in a manner as designated by Madison Utilities as part of, or in connection with the Project.
3. **Restoration.** The City will assure that, upon completion of installation of the steel casing, and construction of the Project, it will restore affected landscaping, sidewalks, and other affected conditions of the MU Property to its original condition.
4. **Shared Cost of Installation.** Madison Utilities agrees, upon completion of the installation of the steel casing and restoration of the MU Property, to reimburse to the City a portion of the cost of such installation, not to exceed \$60,000.00, to be paid within thirty (30) days of presentation of an invoice therefor.
5. **Easement to LCWSA and NAGD.** Madison Utilities will facilitate the proposed re-location of utilities by LCWSA and NAGD after the steel casing is installed, by granting right-of-entry and, subsequently, conveyance of utility easements to allow

utility re-location by LCWSA and NAGD across the portion of the MU Property where such re-locations are to be made, subject to Madison Utilities approval of said locations.

- 6. Hold Harmless: To the extent allowed by law, the City will indemnify and hold Madison Utilities harmless from any expense of any kind associated with use of the MU Property, other than damage caused by willful misconduct or gross negligence of Madison Utilities.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this ____ day of August 2024.

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

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

Given under my hand and official seal this ____ day of August 2024.

Notary Public

**Water and Wastewater Board of the City of
Madison, Alabama**

Attest:

By: 
Terris Tatum, Chairman


Emory DeBord, Secretary

Date: 8/19/2024

STATE OF ALABAMA)
§
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Terris Tatum, whose name as Chairman of the Water and Wastewater Board of the City of Madison, is signed to the foregoing Agreement, who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he as such officer and with full authority, executed voluntarily on the day the same bears date.

Given under my hand this the 19th day of August 2024.


Notary Public

My Commission expires August 22, 2027

RESOLUTION NO. 2024-280-R**RESOLUTION TO AWARD BID NO. 2024-0011-ITB FOR THE
HUGHES ROAD AND MILL ROAD INTERSECTION AND
TRAFFIC IMPROVEMENT PROJECT TO STANSELL ELECTRIC
COMPANY, 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 2024-0011-ITB for the Hughes Road and Mill Road Intersection and traffic improvement project (herein "the Project"); and

WHEREAS all sealed Bids were timely submitted, opened and read on or about August 14, 2024, 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 **STANSELL ELECTRIC COMPANY, 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 said Bidder 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 with **STANSELL ELECTRIC COMPANY, INC.** 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 **STANSELL ELECTRIC COMPANY, INC.** as the lowest responsible, responsive bidder in the Bid amount of **four hundred forty thousand eight hundred ten dollars (\$440,810.00)**, such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

SECTION 4. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **STANSELL ELECTRIC COMPANY, INC.** of the City’s intent to make such aware and are also authorized to proceed with review, completion and submittal of all contractual matters required by those plans and specifications agreed upon.

SECTION 5: That this award is conditioned upon **STANSELL ELECTRIC COMPANY, 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 6. 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 **STANSELL ELECTRIC COMPANY, INC.** for execution of the Project for the amount set fourth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 7: 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 **STANSELL ELECTRIC COMPANY, INC.** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 26th day of August 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama



2024-011-ITB / Hughes and Mill Road – Intersection and Traffic Signal Improvements
Issued July 24, 2024

BID TABULATION

BIDDER NAME	Stansell Electric Company, Inc.	Shoals Electric Company, 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
TOTAL BASE BID	\$440,810.00	\$747,043.00

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

Alicia Walden

Alicia Walden
 Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 14th day of August, 2024.

Kristen N Bruset

Notary Public



City of Madison, Alabama

Bid Number: 2024-011-ITB

Project: Hughes & Mill Road – Intersection and Traffic Signal Improvements

Issued: July 24, 2024



BIDDER PRICING SHEET

BIDDER NAME: Stansell Electric Company, Inc.


ADDRESS: 860 Visco Drive

CITY/STATE/ZIP: Nashville, TN 37210

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	TRAFFIC SIGNAL AND INTERSECTION SITE WORK	1	LS	\$415,600. ⁰⁰	\$415,600. ⁰⁰
2	POLICE OFFICER (AS NEEDED)	6	HR	\$35.00	\$210.00
3	CONTINGENCY	1		\$25,000.00	\$25,000.00
TOTAL PROJECT COST:					\$ 440,810.⁰⁰

I, Robert P. Elliott, 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.

08/08/2024
 Date


 Signature of Authorized Representative

RESOLUTION NO. 2024-281-R

**A RESOLUTION AUTHORIZING PROPERTY ACQUISITION
FOR THE BURGREN ROAD AND HARDIMAN ROAD IMPROVEMENT PROJECT**

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

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire a certain right-of-way on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by Kurtell A. Jackson and Rosa A. Jackson (herein "Owners") and identified in **Attached Exhibit A: Diagram**.
2. **Exhibit B: Deed** depicts the Tract to be acquired for a right of way for the expressed purpose of improving Burgreen Road and Hardiman Road (herein "the Project"). The Tract is further described in said Deed as follows:

BEING A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST, HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS LOT 117, FINAL PLAT OF WHITWORTH FARMS PHASE 4, IN INSTRUMENT TO KURTRELL A. AND ROSA B. JACKSON, IN INSTRUMENT NO. 2012-73167 OF THE RECORDS OF LIMESTONE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND MARKING THE NORTHWEST CORNER OF SAID LOT 117 AND THE SOUTHWEST CORNER OF LOT 118, ON THE EASTERLY RIGHT-OF-WAY LINE OF BURGREN ROAD (60' WIDTH PUBLIC R.O.W.);

THENCE, CONTINUING ALONG THE COMMON LINE OF SAID BURGREN ROAD AND SAID LOT 117 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 01°54'34" EAST, 71.07 FEET, TO A POINT FOR CORNER;
2. SOUTH 01°54'30" EAST, 111.06 FEET, TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, CROSSING INTO SAID LOT 117 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 41°08'15" EAST, 58.79 FEET, TO A POINT FOR CORNER;
2. SOUTH 89°11'01" EAST, 57.31 FEET, TO A POINT FOR CORNER;
3. SOUTH 63°01'16" EAST, 29.82 FEET, TO A POINT FOR CORNER ON THE NORTHERLY EXISTING RIGHT-OF-WAY LINE OF HARDIMAN ROAD (60' WIDTH PUBLIC R.O.W) AND THE SOUTH LINE OF SAID LOT 117;

THENCE, CONTINUING ALONG THE COMMON LINE OF SAID HARDIMAN ROAD AND LOT 117 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 89°26'00" WEST, 63.19 FEET TO A POINT FOR CORNER;
2. IN A NORTHWESTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 58.34 FEET, A CHORD NORTH 45°40'13" WEST, 83.00 FEET, A CENTRAL ANGLE OF 90°41'15", AND AN ARC LENGTH OF 92.34 FEET TO THE **POINT OF BEGINNING** CONTAINING 1,603 SQUARE FEET OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

3. That obtaining the foregoing Tracts is necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of

Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.

- 4. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire said Tracts of property by voluntary conveyance of the right of way for **four thousand five hundred sixty-four dollars (\$4,564.00)** to justly compensate the owner for conveyance of the Tract.
- 5. That said Tracts have been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount of just compensation required for the acquisitions and it is the judgment and opinion of the City Council of the City of Madison that the offer to the Owners represents such just compensation.
- 6. That the Mayor is authorized to execute any and all documents necessary to complete the acquisition of the Tract and all necessary easements described in Exhibit A and B.
- 7. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

THIS INSTRUMENT PREPARED BY: BRIAN KILGORE, CITY ATTORNEY, CITY OF MADISON, ALABAMA; 100 HUGHES ROAD, MADISON, ALABAMA 35758; TELEPHONE NUMBER (256) 774-4404.

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

QUIT CLAIM DEED

No title opinion requested nor provided

KNOW ALL MEN BY THESE PRESENTS: That Kurtell A. Jackson and Rosa A. Jackson (Hereinafter referred to as “Grantors”), for and in consideration of the sum of Ten Dollars (\$10.00) do hereby grant, bargain, sell, and hereby extinguish any and all interest that he and she has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantors possess within the property described below and situated in Limestone County, Alabama, to-wit:

BEING A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST, HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS LOT 117, FINAL PLAT OF WHITWORTH FARMS PHASE 4, IN INSTRUMENT TO KURTRELL A. AND ROSA B. JACKSON, IN INSTRUMENT NO. 2012-73167 OF THE RECORDS OF LIMESTONE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND MARKING THE NORTHWEST CORNER OF SAID LOT 117 AND THE SOUTHWEST CORNER OF LOT 118, ON THE EASTERLY RIGHT-OF-WAY LINE OF BURGREN ROAD (60' WIDTH PUBLIC R.O.W.);

THENCE, CONTINUING ALONG THE COMMON LINE OF SAID BURGREN ROAD AND SAID LOT 117 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. SOUTH 01°54'34" EAST, 71.07 FEET, TO A POINT FOR CORNER;
- 2. SOUTH 01°54'30" EAST, 111.06 FEET, TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, CROSSING INTO SAID LOT 117 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. SOUTH 41°08'15" EAST, 58.79 FEET, TO A POINT FOR CORNER;
- 2. SOUTH 89°11'01" EAST, 57.31 FEET, TO A POINT FOR CORNER;
- 3. SOUTH 63°01'16" EAST, 29.82 FEET, TO A POINT FOR CORNER ON THE NORTHERLY EXISTING RIGHT-OF-WAY LINE OF HARDIMAN ROAD (60' WIDTH PUBLIC R.O.W) AND THE SOUTH LINE OF SAID LOT 117;

THENCE, CONTINUING ALONG THE COMMON LINE OF SAID HARDIMAN ROAD AND LOT 117 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. NORTH 89°26'00" WEST, 63.19 FEET TO A POINT FOR CORNER;
- 2. IN A NORTHWESTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 58.34 FEET, A CHORD NORTH 45°40'13" WEST, 83.00 FEET, A CENTRAL ANGLE OF 90°41'15", AND AN ARC LENGTH OF 92.34 FEET TO THE **POINT OF BEGINNING** CONTAINING 1,603 SQUARE FEET OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the _____ day of September 2024.

By: _____
Kurtell A. Jackson

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Kurtell A. Jackson, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the _____ day of _____ 2024.

Notary Public

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By:

Rosa A. Jackson

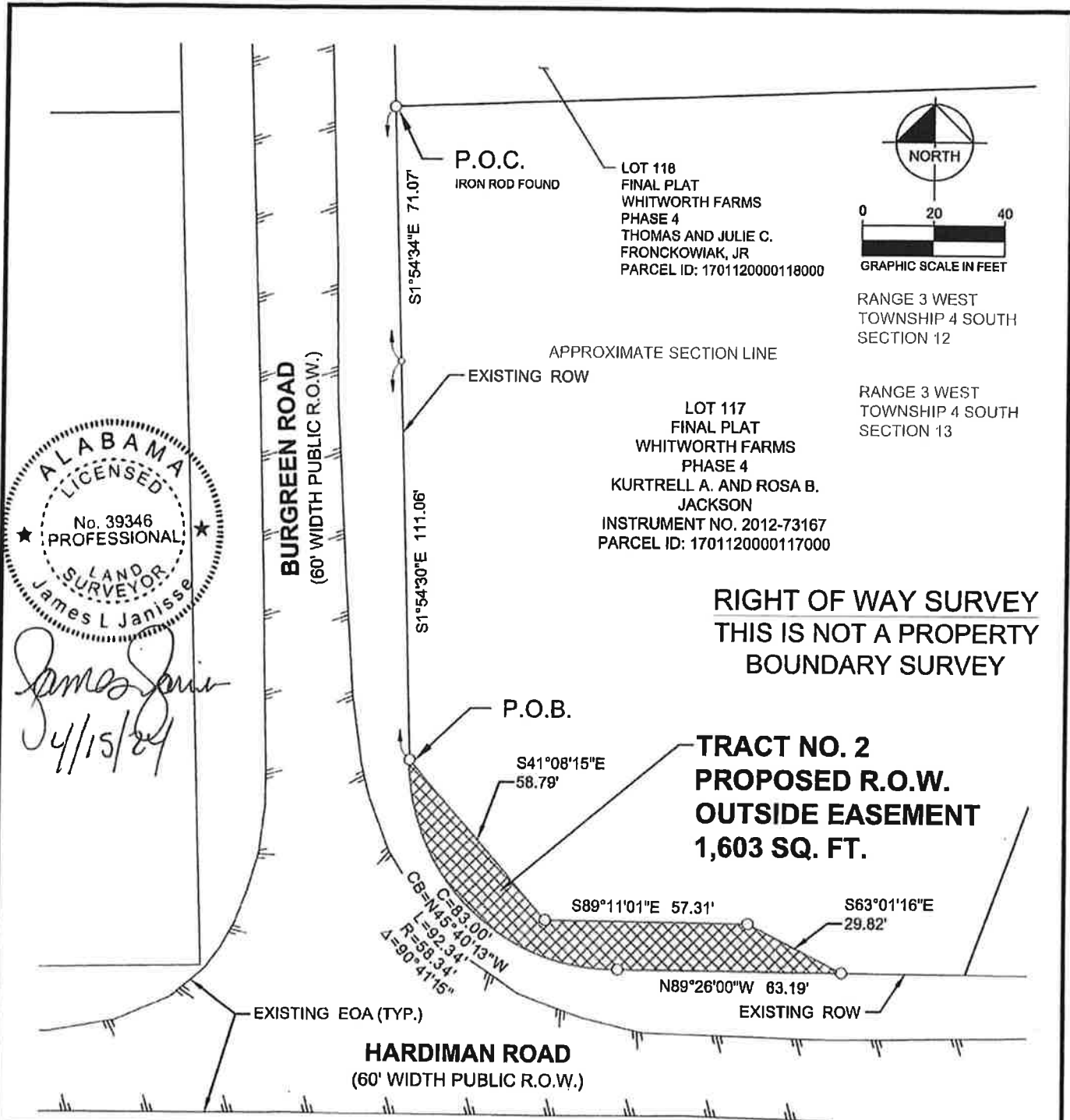
STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rosa A. Jackson, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public



LEGEND	
	PROPOSED RIGHT-OF-WAY
	ASPHALT PAVEMENT
	CALCULATED POINT UNLESS OTHERWISE LABELLED

CITY OF MADISON, LIMESTONE COUNTY, ALABAMA
RIGHT-OF-WAY AND EASEMENT MAP
HARDIMAN ROAD AND
BURGREEN ROAD
MADISON PROJECT #22-038

JAMES JANISSE
 PROFESSIONAL LAND SURVEYOR
 NO. 39346
 10101 REUNION PLACE, SUITE 400
 SAN ANTONIO, TEXAS 78216
 PH. 210-729-0100
 jay.janisse@kimley-horn.com

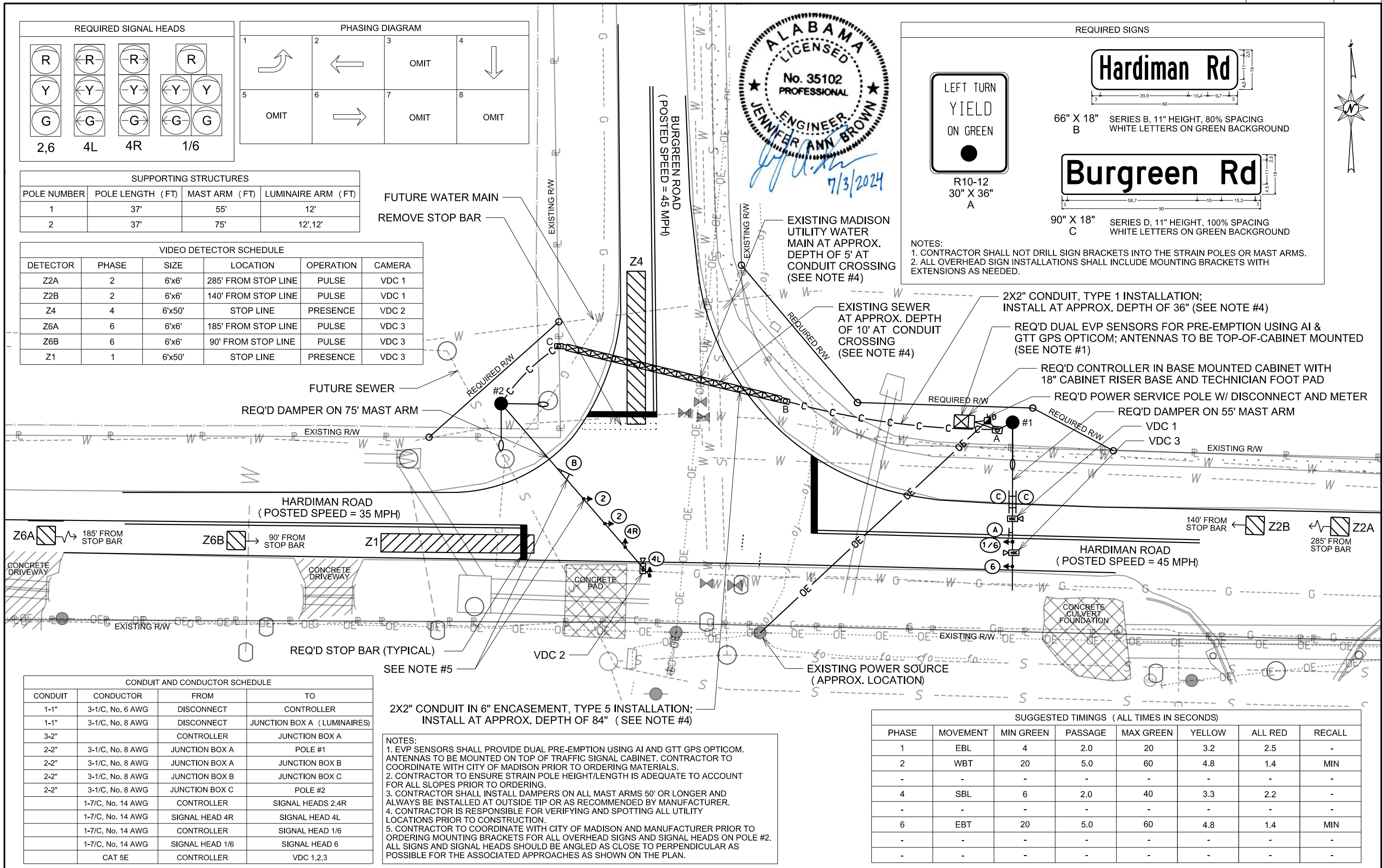
Kimley»Horn

10101 Reunion Place, Suite 400
 San Antonio, Texas 78216 FIRM # 10103973 Tel. No. (210) 541-9166
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	TIA	JLJ	4/15/2024	014115002	1 OF 2

HARDIMAN ROAD AT BURGREEN ROAD

REFERENCE NOTIFICATION NO	FISCAL YEAR	SHEET NO
22-038	2024	7



REQUIRED SIGNAL HEADS

R	R	R	R
Y	Y	Y	Y
G	G	G	G
2,6	4L	4R	1/6

PHASING DIAGRAM

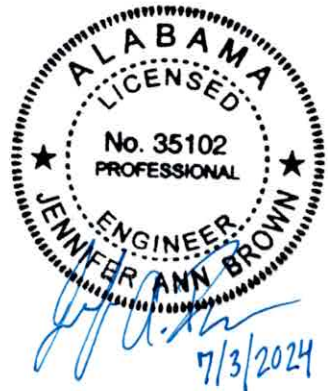
1	2	3	4
5	6	7	8
OMIT	OMIT	OMIT	OMIT

SUPPORTING STRUCTURES

POLE NUMBER	POLE LENGTH (FT)	MAST ARM (FT)	LUMINAIRE ARM (FT)
1	37'	55'	12'
2	37'	75'	12',12'

VIDEO DETECTOR SCHEDULE

DETECTOR	PHASE	SIZE	LOCATION	OPERATION	CAMERA
Z2A	2	6'x6'	285' FROM STOP LINE	PULSE	VDC 1
Z2B	2	6'x6'	140' FROM STOP LINE	PULSE	VDC 1
Z4	4	6'x50'	STOP LINE	PRESENCE	VDC 2
Z6A	6	6'x6'	185' FROM STOP LINE	PULSE	VDC 3
Z6B	6	6'x6'	90' FROM STOP LINE	PULSE	VDC 3
Z1	1	6'x50'	STOP LINE	PRESENCE	VDC 3



REQUIRED SIGNS

Hardiman Rd
66" X 18" B
SERIES B, 11" HEIGHT, 80% SPACING
WHITE LETTERS ON GREEN BACKGROUND

Burgreen Rd
90" X 18" C
SERIES D, 11" HEIGHT, 100% SPACING
WHITE LETTERS ON GREEN BACKGROUND

LEFT TURN YIELD ON GREEN
R10-12
30" X 36"
A

NOTES:
1. CONTRACTOR SHALL NOT DRILL SIGN BRACKETS INTO THE STRAIN POLES OR MAST ARMS.
2. ALL OVERHEAD SIGN INSTALLATIONS SHALL INCLUDE MOUNTING BRACKETS WITH EXTENSIONS AS NEEDED.

CONDUIT AND CONDUCTOR SCHEDULE

CONDUIT	CONDUCTOR	FROM	TO
1-1"	3-1/C, No. 6 AWG	DISCONNECT	CONTROLLER
1-1"	3-1/C, No. 8 AWG	DISCONNECT	JUNCTION BOX A (LUMINAIRES)
3-2"		CONTROLLER	JUNCTION BOX A
2-2"	3-1/C, No. 8 AWG	JUNCTION BOX A	POLE #1
2-2"	3-1/C, No. 8 AWG	JUNCTION BOX A	JUNCTION BOX B
2-2"	3-1/C, No. 8 AWG	JUNCTION BOX B	JUNCTION BOX C
2-2"	3-1/C, No. 8 AWG	JUNCTION BOX C	POLE #2
	1-7/C, No. 14 AWG	CONTROLLER	SIGNAL HEADS 2,4R
	1-7/C, No. 14 AWG	SIGNAL HEAD 4R	SIGNAL HEAD 4L
	1-7/C, No. 14 AWG	CONTROLLER	SIGNAL HEAD 1/6
	1-7/C, No. 14 AWG	SIGNAL HEAD 1/6	SIGNAL HEAD 6
	CAT 5E	CONTROLLER	VDC 1,2,3

2X2" CONDUIT IN 6" ENCASEMENT, TYPE 5 INSTALLATION; INSTALL AT APPROX. DEPTH OF 84" (SEE NOTE #4)

NOTES:
1. EVP SENSORS SHALL PROVIDE DUAL PRE-EMPTION USING AI AND GTT GPS OPTICOM. ANTENNAS TO BE MOUNTED ON TOP OF TRAFFIC SIGNAL CABINET. CONTRACTOR TO COORDINATE WITH CITY OF MADISON PRIOR TO ORDERING MATERIALS.
2. CONTRACTOR TO ENSURE STRAIN POLE HEIGHT/LENGTH IS ADEQUATE TO ACCOUNT FOR ALL SLOPES PRIOR TO ORDERING.
3. CONTRACTOR SHALL INSTALL DAMPERS ON ALL MAST ARMS 50' OR LONGER AND ALWAYS BE INSTALLED AT OUTSIDE TIP OR AS RECOMMENDED BY MANUFACTURER.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND SPOTTING ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
5. CONTRACTOR TO COORDINATE WITH CITY OF MADISON AND MANUFACTURER PRIOR TO ORDERING MOUNTING BRACKETS FOR ALL OVERHEAD SIGNS AND SIGNAL HEADS ON POLE #2. ALL SIGNS AND SIGNAL HEADS SHOULD BE ANGLED AS CLOSE TO PERPENDICULAR AS POSSIBLE FOR THE ASSOCIATED APPROACHES AS SHOWN ON THE PLAN.

SUGGESTED TIMINGS (ALL TIMES IN SECONDS)

PHASE	MOVEMENT	MIN GREEN	PASSAGE	MAX GREEN	YELLOW	ALL RED	RECALL
1	EBL	4	2.0	20	3.2	2.5	-
2	WBT	20	5.0	60	4.8	1.4	MIN
-	-	-	-	-	-	-	-
4	SBL	6	2.0	40	3.3	2.2	-
-	-	-	-	-	-	-	-
6	EBT	20	5.0	60	4.8	1.4	MIN
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

RESOLUTION NO. 2024-295-R

A RESOLUTION AUTHORIZING PROPERTY ACQUISITION FOR THE KYSER BOULEVARD PROJECT

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

- 1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire a certain temporary construction easement on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by SPMK ZZI Charleston Oaks, LLC (herein "Owner") as described in Attached Exhibit A: Diagram.
2. Exhibit B: Temporary Construction Easement Deed depicts the Tract to be subject to the temporary construction easement for the expressed purpose of improving Kyser Boulevard (herein "the Project"). The Tract is further described in said Deed as follows:

MADISON COUNTY:

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF NORTH KYSER SUBDIVISION, AS RECORDED IN PLAT BOOK 38, PAGE 34 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA. THEN ALONG THE NORTHERN MARGIN OF THE RIGHT OF WAY OF KYSER BLVD NORTH 82 DEGREES 24 MINUTES 01 SECOND EAST, 23.59 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING AND LEAVING SAID MARGIN NORTH 07 DEGREES 35 MINUTES 59 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT.

THEN NORTH 82 DEGREES 24 MINUTES 01 SECOND EAST A DISTANCE OF 329.74 FEET TO A POINT. THEN NORTH 37 DEGREES 24 MINUTES 01 SECOND EAST A DISTANCE OF 11.19 FEET TO A POINT. THEN NORTH 82 DEGREES 24 MINUTES 01 SECONDS EAST A DISTANCE OF 8.02 FEET TO A POINT. THEN SOUTH 52 DEGREES 35 MINUTES 59 SECONDS EAST A DISTANCE OF 11.19 FEET TO A POINT. THEN NORTH 82 DEGREES 24 MINUTES 01 SECOND EAST A DISTANCE OF 25.38 FEET TO A POINT.

THEN SOUTH 07 DEGREES 35 MINUTES 59 SECONDS EAST A DISTANCE OF 5.00 FEET TO A

POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF KYSER BLVD.

THEN ALONG SAID MARGIN SOUTH 82 DEGREES 24 MINUTES 01 SECOND WEST A DISTANCE OF 378.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 2020.93 SQUARE FEET, MORE OR LESS.

AND ALSO,

MADISON COUNTY:

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEING LOCATED IN COMMON AREA "BI" OF BRADFORD STATION PHASE 2 AS RECORDED IN PLAT BOOK 2023, PAGE 147 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID COMMON AREA "BI".

THEN FROM THE POINT OF BEGINNING SOUTH 62 DEGREES 05 MINUTES 21 SECONDS EAST A DISTANCE OF 31.62 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF KYSER BOULEVARD.

THEN LEAVING SAID MARGIN, ALONG THE EASTERN MARGIN OF RUGBY DRIVE, ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 78 DEGREES 27 MINUTES 47 SECONDS A DISTANCE OF 34.24 FEET (A CHORD BEARING AND DISTANCE OF NORTH 62 DEGREES 05 MINUTES 21 SECONDS WEST, 31.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 121.76 SQUARE FEET, MORE OR LESS.

3. That obtaining the foregoing temporary construction easement is necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.
4. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to justly compensate the Owner for said easement for in the amount of **eight hundred eighty-three dollars (\$883.00)**.
5. That the property has been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended; to determine the amount of just compensation required for the easement and it is the judgment and opinion of the City Council of the City of Madison that the offer to the Owners represents such just compensation.
6. That the Mayor is authorized to execute any and all documents necessary to complete all necessary easements described in Exhibit A and B.

- 7. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

THIS INSTRUMENT PREPARED BY: BRIAN KILGORE, CITY ATTORNEY FOR THE CITY OF MADISON, 100 HUGHES ROAD, MADISON AL 35758 256-774-4404

STATE OF ALABAMA)
) TEMPORARY CONSTRUCTION EASEMENT
COUNTY OF MADISON)

KNOW ALL MEN BY THESE PRESENTS: That SPMK XXII CHARLESTON OAKS LLC (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive Temporary construction easement through, over and upon the following described lands of Grantor more particularly described as follows:

MADISON COUNTY:

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF NORTH KYSER SUBDIVISION, AS RECORDED IN PLAT BOOK 38, PAGE 34 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA. THEN ALONG THE NORTHERN MARGIN OF THE RIGHT OF WAY OF KYSER BLVD NORTH 82 DEGREES 24 MINUTES 01 SECOND EAST, 23.59 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING AND LEAVING SAID MARGIN NORTH 07 DEGREES 35 MINUTES 59 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT.

THEN NORTH 82 DEGREES 24 MINUTES 01 SECOND EAST A DISTANCE OF 329.74 FEET TO A POINT. THEN NORTH 37 DEGREES 24 MINUTES 01 SECOND EAST A DISTANCE OF 11.19 FEET TO A POINT. THEN NORTH 82 DEGREES 24 MINUTES 01 SECONDS EAST A DISTANCE OF 8.02 FEET TO A POINT. THEN SOUTH 52 DEGREES 35 MINUTES 59 SECONDS EAST A DISTANCE OF 11.19 FEET TO A POINT. THEN NORTH 82 DEGREES 24 MINUTES 01 SECOND EAST A DISTANCE OF 25.38 FEET TO A POINT.

THEN SOUTH 07 DEGREES 35 MINUTES 59 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF KYSER BLVD.

THEN ALONG SAID MARGIN SOUTH 82 DEGREES 24 MINUTES 01 SECOND WEST A DISTANCE OF 378.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 2020.93 SQUARE FEET, MORE OR LESS.

AND,

MADISON COUNTY:

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEING LOCATED IN COMMON AREA "BI" OF BRADFORD STATION PHASE 2 AS RECORDED IN PLAT BOOK 2023, PAGE 147 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID COMMON AREA "BI".

THEN FROM THE POINT OF BEGINNING SOUTH 62 DEGREES 05 MINUTES 21 SECONDS EAST A DISTANCE OF 31.62 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF KYSER BOULEVARD.

THEN LEAVING SAID MARGIN, ALONG THE EASTERN MARGIN OF RUGBY DRIVE, ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 78 DEGREES 27 MINUTES 47 SECONDS A DISTANCE OF 34.24 FEET (A CHORD BEARING AND DISTANCE OF NORTH 62 DEGREES 05 MINUTES 21 SECONDS WEST, 31.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 121.76 SQUARE FEET, MORE OR LESS.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of reasonable entry and reentry from time to time as occasion may require for the use of the easement hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the ____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires:

RESOLUTION NO. 2024-296-R

**A RESOLUTION AUTHORIZING PROPERTY ACQUISITION
FOR THE BURGREN ROAD AND HARDIMAN ROAD IMPROVEMENT PROJECT**

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

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire a certain right-of-way on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by the Tucker Family Fund, LLC (herein "Owner") and identified as Tract One on **Attached Exhibit A: Diagram**.
2. **Exhibit B: Deed** depicts the Tract to be acquired for a right of way for the expressed purpose of improving Burgreen Road and Hardiman Road (herein "the Project"). The Tract is further described in said Deed as follows:

BEING A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST, HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT TO TUCKER FAMILY FUND, LLC, IN BOOK 382, PAGE 31 OF THE RECORDS OF LIMESTONE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND MARKING THE NORTHWEST CORNER OF LOT 117 AND THE SOUTHWEST CORNER OF LOT 118, FINAL PLAT OF WHITWORTH FARMS PHASE 4, AND ON THE EASTERLY RIGHT-OF-WAY LINE OF BURGREN ROAD (60' WIDTH PUBLIC R.O.W.);

THENCE, CROSSING SAID BURGREN ROAD, SOUTH 88°05'28" WEST, 60.00 FEET, TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT-OF-WAY OF SAID BURGREN ROAD AND THE EASTERLY LINE OF SAID TUCKER FAMILY FUND, LLC TRACT;

THENCE, CONTINUING ALONG THE COMMON LINE OF SAID BURGREN ROAD AND TUCKER FAMILY FUND TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 01°54'32" EAST, 71.07 FEET, TO A POINT FOR CORNER;
2. SOUTH 01°54'30" EAST, 128.58 FEET, TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;
3. SOUTH 01°54'30" EAST, 37.92 FEET, TO A POINT FOR CORNER ON THE SOUTH LINE OF SAID TUCKER FAMILY FUND, LLC TRACT AND ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARDIMAN ROAD (60' WIDTH PUBLIC R.O.W.);

THENCE, SOUTH 89°16'46" WEST, 43.00 FEET, CONTINUING ALONG THE COMMON LINE OF SAID HARDIMAN ROAD AND TUCKER FAMILY FUND TRACT TO A POINT FOR CORNER;

THENCE, CROSSING SAID TUCKER FAMILY FUND LLC TRACT, NORTH 47°21'10" EAST, 56.74 FEET TO THE POINT OF BEGINNING CONTAINING 815 SQUARE FEET OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

- 3. That obtaining the foregoing Tract is necessary for the development and construction of the Project, which is in the best interest of the citizens of the City of Madison in that it will contribute to the health, safety, and general welfare of the citizens of Madison.
- 4. That the Mayor of the City of Madison, or his designees are further authorized, empowered, and directed to acquire said Tract of property by voluntary conveyance of the right of way for **one thousand three hundred ninety dollars (\$1,390.00)** to justly compensate the owner for conveyance of the Tract and the easement.
- 5. That said Tract has been appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount of just compensation required for the acquisitions and it is the judgment and opinion of the City Council of the City of Madison that the offer to the Owners represents such just compensation.
- 6. That the Mayor is authorized to execute any and all documents necessary to complete the acquisition of the Tract described in Exhibit A and B.
- 7. Any prior acts taken by the City toward the acquisition of the property are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

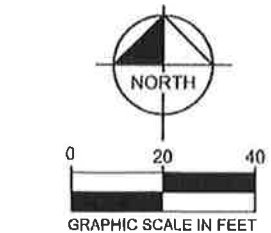
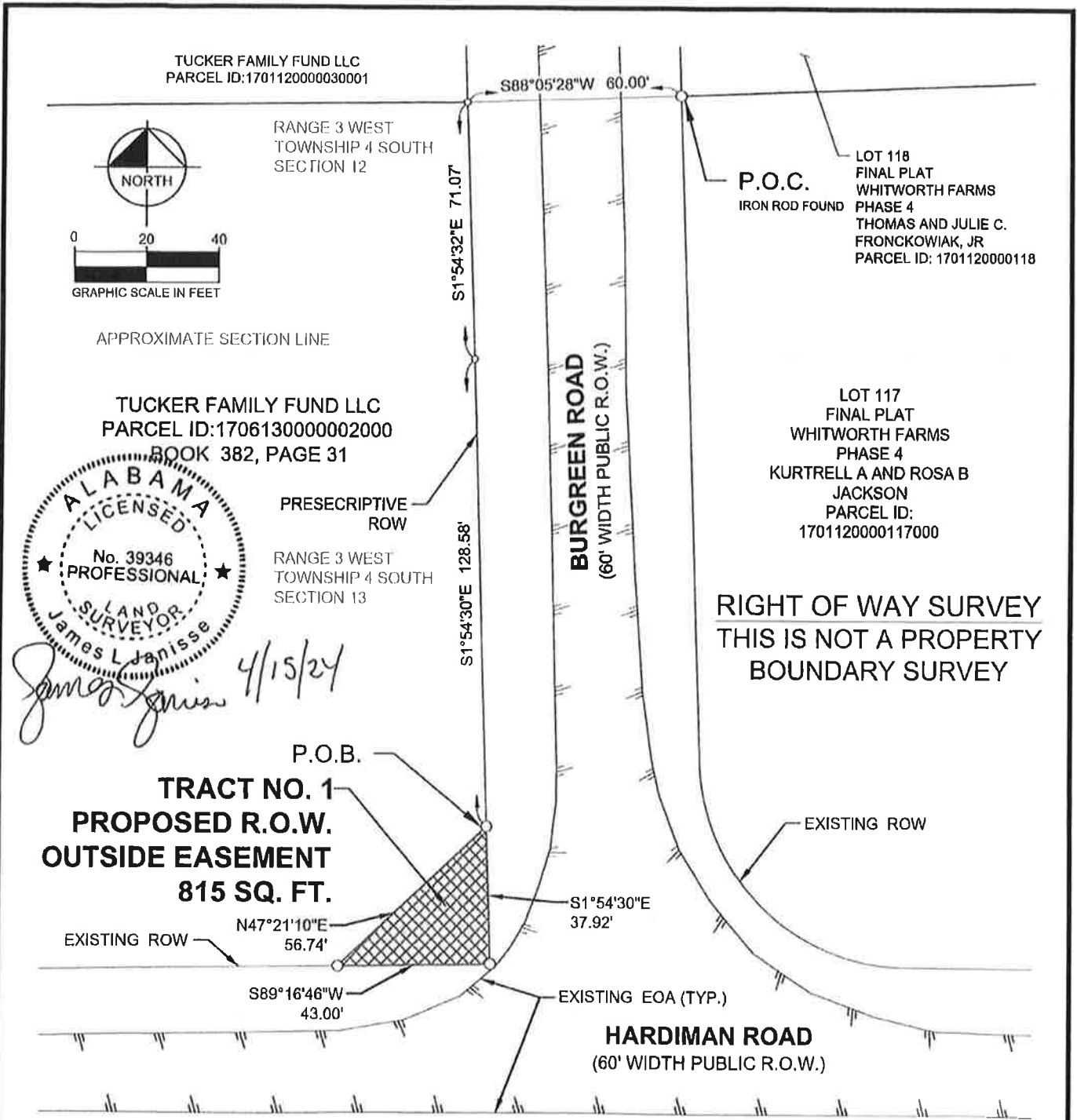
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama



ALABAMA
LICENSED
No. 39346
PROFESSIONAL
LAND SURVEYOR
James L. Janisse

James L. Janisse 4/15/24

TUCKER FAMILY FUND LLC
PARCEL ID:1706130000002000
BOOK 382, PAGE 31

PRESCRIPTIVE ROW
RANGE 3 WEST
TOWNSHIP 4 SOUTH
SECTION 13

LOT 118
FINAL PLAT
WHITWORTH FARMS
PHASE 4
THOMAS AND JULIE C.
FRONCKOWIAK, JR
PARCEL ID: 1701120000118

LOT 117
FINAL PLAT
WHITWORTH FARMS
PHASE 4
KURTRELL A AND ROSA B
JACKSON
PARCEL ID:
1701120000117000

RIGHT OF WAY SURVEY
THIS IS NOT A PROPERTY
BOUNDARY SURVEY

P.O.B.
TRACT NO. 1
PROPOSED R.O.W.
OUTSIDE EASEMENT
815 SQ. FT.

EXISTING ROW
N47°21'10"E
56.74'
S89°16'46"W
43.00'

HARDIMAN ROAD
(60' WIDTH PUBLIC R.O.W.)

LEGEND	
	PROPOSED RIGHT-OF-WAY
	ASPHALT PAVEMENT
	CALCULATED POINT UNLESS OTHERWISE LABELLED

JAMES JANISSE
PROFESSIONAL LAND SURVEYOR
NO. 39346
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-729-0100
jay.janisse@kimley-horn.com

CITY OF MADISON, LIMESTONE COUNTY, ALABAMA
RIGHT-OF-WAY AND EASEMENT MAP
HARDIMAN ROAD AND
BURGREEN ROAD
MADISON PROJECT #22-038

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	TIA	JLJ	4/15/2024	014115002	1 OF 2

HEATH, TIA 4/15/2024 10:41 AM K3SNA_SURVEY014115002.COM NOTIFICATIONDWG\TRACT 1.DWG

THIS INSTRUMENT PREPARED BY: BRIAN KILGORE, CITY ATTORNEY, CITY OF MADISON, ALABAMA; 100 HUGHES ROAD, MADISON, ALABAMA 35758; TELEPHONE NUMBER (256) 774-4404.

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

QUIT CLAIM DEED

No title opinion requested nor provided

KNOW ALL MEN BY THESE PRESENTS: That Tucker Family Fund, LLC (Hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) do hereby grant, bargain, sell, and hereby extinguish any and all interest that he and she has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantors possess within the property described below and situated in Limestone County, Alabama, to-wit:

BEING A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST, HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT TO TUCKER FAMILY FUND, LLC, IN BOOK 382, PAGE 31 OF THE RECORDS OF LIMESTONE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND MARKING THE NORTHWEST CORNER OF LOT 117 AND THE SOUTHWEST CORNER OF LOT 118, FINAL PLAT OF WHITWORTH FARMS PHASE 4, AND ON THE EASTERLY RIGHT-OF-WAY LINE OF BURGREEN ROAD (60¹ WIDTH PUBLIC R.O.W.);

THENCE, CROSSING SAID BURGREEN ROAD, SOUTH 88°05'28¹¹ WEST, 60.00 FEET, TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT-OF-WAY OF SAID BURGREEN ROAD AND THE EASTERLY LINE OF SAID TUCKER FAMILY FUND, LLC TRACT;

THENCE, CONTINUING ALONG THE COMMON LINE OF SAID BURGREEN ROAD AND TUCKER FAMILY FUND TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 01°54'32¹¹ EAST, 71.07 FEET, TO A POINT FOR CORNER;
2. SOUTH 01°54'30¹¹ EAST, 128.58 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

3. SOUTH 01°54'30" EAST, 37.92 FEET, TO A POINT FOR CORNER ON THE SOUTH LINE OF SAID TUCKER FAMILY FUND, LLC TRACT AND ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARDIMAN ROAD (60' WIDTH PUBLIC R.O.W.);

THENCE, SOUTH 89°16'46" WEST, 43.00 FEET, CONTINUING ALONG THE COMMON LINE OF SAID HARDIMAN ROAD AND TUCKER FAMILY FUND TRACT TO A POINT FOR CORNER;

THENCE, CROSSING SAID TUCKER FAMILY FUND LLC TRACT, NORTH 47°21'10" EAST, 56.74 FEET TO THE POINT OF BEGINNING CONTAINING 815 SQUARE FEET OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the ____ day of September 2024.

By: _____

Its: _____

STATE OF ALABAMA)

COUNTY OF MADISON)

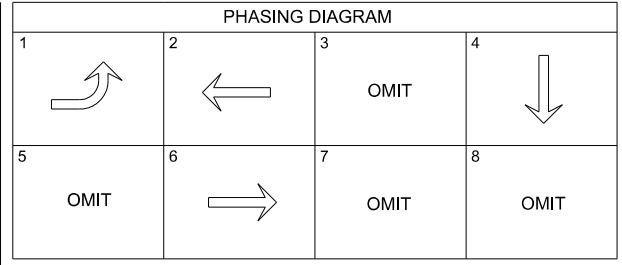
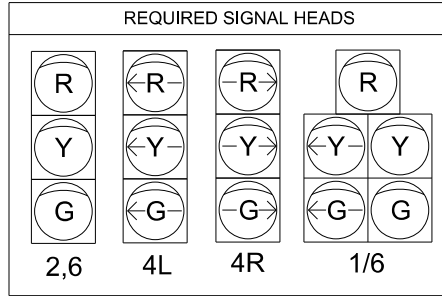
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Victor H. Tucker, whose name is signed to the foregoing conveyance and who is or has been made known to me as a officer and/or representative of the Tucker Family Fund, LLC, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

HARDIMAN ROAD AT BURGREEN ROAD

REFERENCE NOTIFICATION NO	FISCAL YEAR	SHEET NO
22-038	2024	7

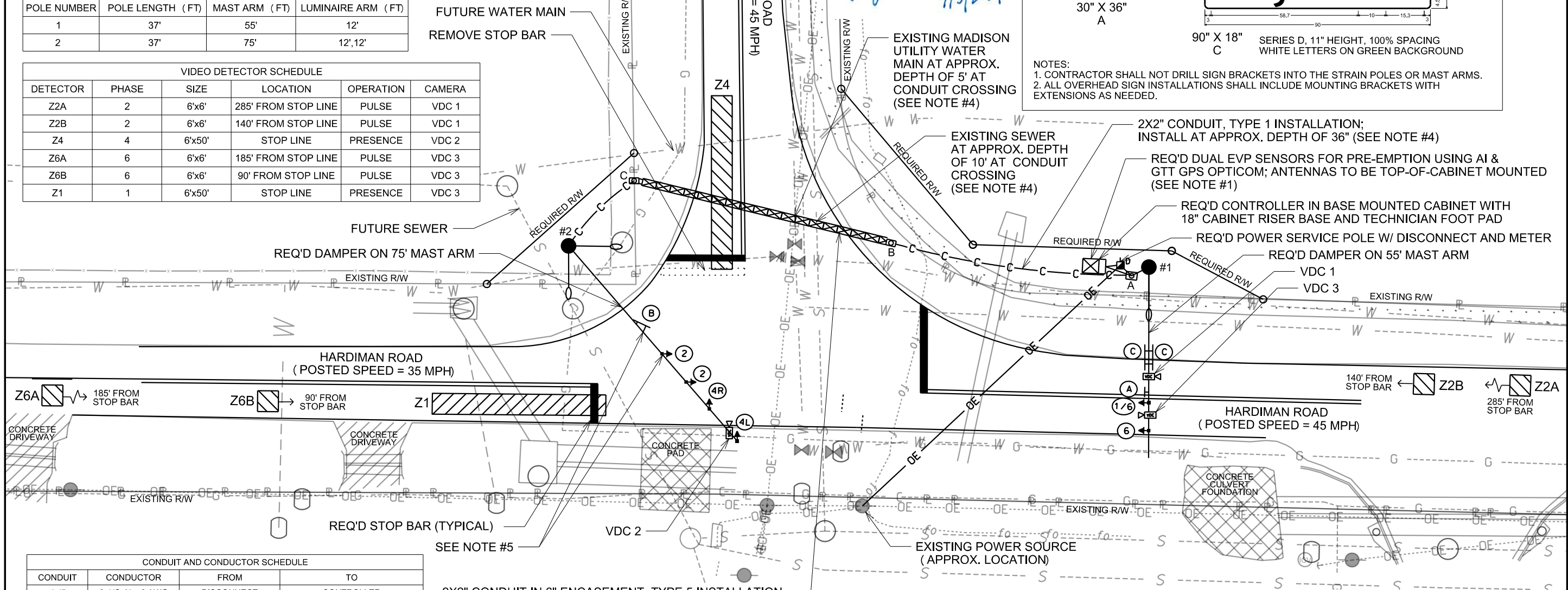
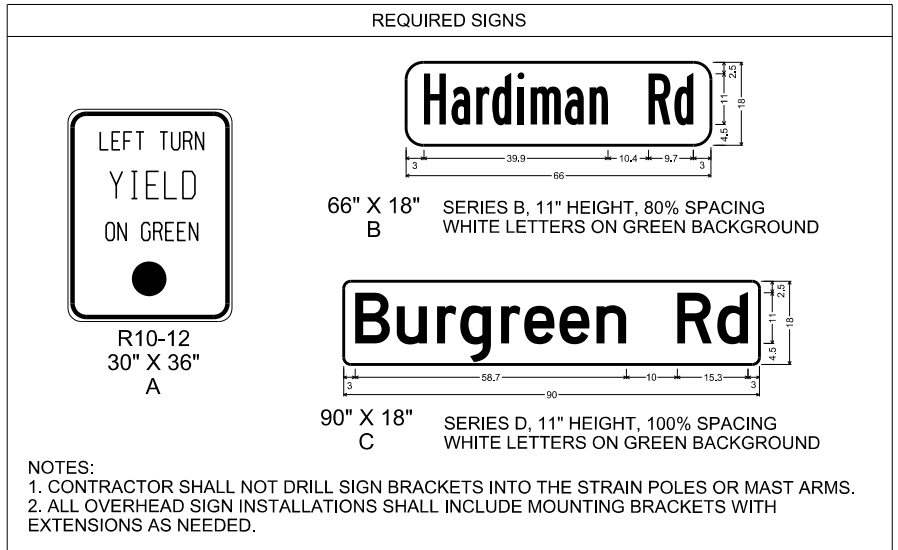


SUPPORTING STRUCTURES

POLE NUMBER	POLE LENGTH (FT)	MAST ARM (FT)	LUMINAIRE ARM (FT)
1	37'	55'	12'
2	37'	75'	12',12'

VIDEO DETECTOR SCHEDULE

DETECTOR	PHASE	SIZE	LOCATION	OPERATION	CAMERA
Z2A	2	6'x6'	285' FROM STOP LINE	PULSE	VDC 1
Z2B	2	6'x6'	140' FROM STOP LINE	PULSE	VDC 1
Z4	4	6'x50'	STOP LINE	PRESENCE	VDC 2
Z6A	6	6'x6'	185' FROM STOP LINE	PULSE	VDC 3
Z6B	6	6'x6'	90' FROM STOP LINE	PULSE	VDC 3
Z1	1	6'x50'	STOP LINE	PRESENCE	VDC 3



CONDUIT AND CONDUCTOR SCHEDULE

CONDUIT	CONDUCTOR	FROM	TO
1-1"	3-1/C, No. 6 AWG	DISCONNECT	CONTROLLER
1-1"	3-1/C, No. 8 AWG	DISCONNECT	JUNCTION BOX A (LUMINAIRES)
3-2"		CONTROLLER	JUNCTION BOX A
2-2"	3-1/C, No. 8 AWG	JUNCTION BOX A	POLE #1
2-2"	3-1/C, No. 8 AWG	JUNCTION BOX A	JUNCTION BOX B
2-2"	3-1/C, No. 8 AWG	JUNCTION BOX B	JUNCTION BOX C
2-2"	3-1/C, No. 8 AWG	JUNCTION BOX C	POLE #2
	1-7/C, No. 14 AWG	CONTROLLER	SIGNAL HEADS 2,4R
	1-7/C, No. 14 AWG	SIGNAL HEAD 4R	SIGNAL HEAD 4L
	1-7/C, No. 14 AWG	CONTROLLER	SIGNAL HEAD 1/6
	1-7/C, No. 14 AWG	SIGNAL HEAD 1/6	SIGNAL HEAD 6
	CAT 5E	CONTROLLER	VDC 1,2,3

2X2" CONDUIT IN 6" ENCASEMENT, TYPE 5 INSTALLATION; INSTALL AT APPROX. DEPTH OF 84" (SEE NOTE #4)

NOTES:
 1. EVP SENSORS SHALL PROVIDE DUAL PRE-EMPTION USING AI AND GTT GPS OPTICOM. ANTENNAS TO BE MOUNTED ON TOP OF TRAFFIC SIGNAL CABINET. CONTRACTOR TO COORDINATE WITH CITY OF MADISON PRIOR TO ORDERING MATERIALS.
 2. CONTRACTOR TO ENSURE STRAIN POLE HEIGHT/LENGTH IS ADEQUATE TO ACCOUNT FOR ALL SLOPES PRIOR TO ORDERING.
 3. CONTRACTOR SHALL INSTALL DAMPERS ON ALL MAST ARMS 50' OR LONGER AND ALWAYS BE INSTALLED AT OUTSIDE TIP OR AS RECOMMENDED BY MANUFACTURER.
 4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND SPOTTING ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
 5. CONTRACTOR TO COORDINATE WITH CITY OF MADISON AND MANUFACTURER PRIOR TO ORDERING MOUNTING BRACKETS FOR ALL OVERHEAD SIGNS AND SIGNAL HEADS ON POLE #2. ALL SIGNS AND SIGNAL HEADS SHOULD BE ANGLED AS CLOSE TO PERPENDICULAR AS POSSIBLE FOR THE ASSOCIATED APPROACHES AS SHOWN ON THE PLAN.

SUGGESTED TIMINGS (ALL TIMES IN SECONDS)

PHASE	MOVEMENT	MIN GREEN	PASSAGE	MAX GREEN	YELLOW	ALL RED	RECALL
1	EBL	4	2.0	20	3.2	2.5	-
2	WBT	20	5.0	60	4.8	1.4	MIN
-	-	-	-	-	-	-	-
4	SBL	6	2.0	40	3.3	2.2	-
-	-	-	-	-	-	-	-
6	EBT	20	5.0	60	4.8	1.4	MIN
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

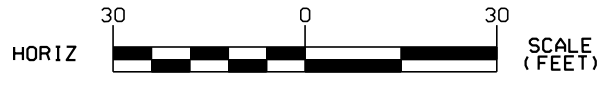
RESPONSIBLE PE: JENNY BROWN, P. E.
 DATE: 07/03/2024

SUPERVISOR:
 DATE:

DESIGNER: LAURA BETH YATES, P. E.
 DATE: 07/03/2024

PLAN SUBMITTAL
 100% PLANS

CITY OF MADISON



SHEET TITLE
 TRAFFIC SIGNAL LAYOUT

ROUTE
 HARDIMAN ROAD

RESOLUTION NO. 2024-298-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH CDG, INC. FOR ROYAL DRIVE EXTENSION
PHASE 1**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Professional Services Agreement with CDG, Inc. for professional engineering services related to the design of Project No. 24-023 known as the Royal Drive Extension Phase 1, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the amended agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to CDG, Inc. in a total amount not to exceed **seventy-five thousand dollars (\$75,000)** to be paid from Fund 38 with assistance from the Madison Industrial Development Board.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2024.

Paul Finley, Mayor
City of Madison, Alabama

Resolution No. 2024-298-R Page 1 of 1



6767 Old Madison Pike
Suite 400
Huntsville, AL 35806
Tel (256) 539-7470
Fax (256) 539-7473

cdge.com

August 20, 2024

Mr. Michael Johnson, PE
City Engineer
100 Hughes Road
Madison, AL 35758

**Re: Proposal for Professional Engineering Services
Royal Drive Extension Phase I
Madison, Alabama**

Dear Mr. Johnson,

CDG, Inc. (CDG) is pleased to submit this proposal for the design and plan development of the Royal Drive Extension Phase I from County Line Road east approximately 0.62 miles to Jetplex Lane. This project is part of a masterplan to extend Royal Drive east connecting to Sullivan Street in the future. We are excited to be a part of this first phase of the Royal Drive Extension and are eager to get started.

SCOPE OF WORK

Generally, the scope of work includes the extension of Royal Drive from County Line Road to Jetplex Lane, approximately 0.62 miles. The task associated with this scope of work includes field survey, environmental documentation, geotechnical services, hydraulic analysis and design, roadway design plans, and letting assistance and contract procurement.

More specifically, CDG will provide engineering services as outlined in the "Attachment A – Scope of Work" document attached to this proposal letter.



Budget

CDG proposes to complete the noted scope of services according to the schedule below, to be paid periodically as work progresses:

Scope of Work	Proposed Fee (Lump Sum)
Field Survey	\$7,750
Environmental Documentation (Desktop Level)	\$22,470
Geotechnical Services	\$17,802
Hydraulic Analysis and Design	\$19,970
Roadway Design Plans	\$130,800
Letting Assistance and Contract Procurement	\$6,970
Total Project Cost	\$205,762

We appreciate the opportunity to submit this proposal and are very excited to work with you on this project. If you have any questions, please don't hesitate to call.

Sincerely,
CDG, Inc.

Adam Crenshaw, CPESC, CFM
 Project Manager

Matt Hawes, PE
 Transportation Practice Leader

Enclosures: Attachment A – Scope of Work



Attachment A – Scope of Work

Royal Drive Extension Phase I
 Project No. R929124001 (24-023, City of Madison)
 Madison, Alabama

Project Overview and Scope

CDG, Inc. (CDG) was recently contacted by the City of Madison to perform the design for the Royal Drive Extension Phase I. This phase of the project begins at County Line Road and continues east approximately 0.62 miles ending at Jetplex Lane. The design will be performed in two (2) stages to include a 2-lane immediate construction stage, and a 4-lane divided future construction stage. The project design and plans prep will be developed in this manner to be utilized for both stages mentioned above. This document outlines the tasks associated with completing the design as follows:

- Field Survey
- Environmental Documentation (Desktop Level)
- Geotechnical Services
- Hydraulic Analysis and Design
- Roadway Design Plans
- Letting Assistance and Contract Procurement

These tasks outlined below will be undertaken to complete the design of the roadway extension.

Field Survey

CDG will provide the topographic and location survey of the subject area in accordance with the Standards of Practice for Land Surveying in the State of Alabama. This survey is anticipated to include the following:

- Survey limits generally include a 150' width starting at the intersection of County Line Road and Future Royal Drive continuing east approximately 0.62 miles to the intersection of Jetplex Lane and Future Royal Drive.
- Horizontal and vertical coordinate systems shall be referenced to the NAD 83 (Alabama State Plane Coordinates System) and NAVD 88 datums, respectively, and originated using the ALDOT CORS Network and/or OPUS static solutions.
- Data collection methods include traditional ground measurements, GPS, photogrammetry, and/or remote sensing (LIDAR).
- Temporary benchmarks shall be established at a minimum of two, or one pair, per site.
- Where applicable, the following items shall be located and identified as part of the topographical survey:
 - Sufficient property and right-of-way monumentation for boundary ties.
 - Natural and man-made surface features.
 - Adjoining roadways to include name, surface material, and right-of-way width based on field evidence and/or publicly available resources.
 - Visible sanitary sewer and storm drainage structures, to the extent of one structure outside the survey limits and include invert and top elevations along with pipe size and materials.



Attachment A – Scope of Work

Royal Drive Extension Phase I
 Project No. R929124001 (24-023, City of Madison)
 Madison, Alabama

- Subsurface utilities crossing and serving the site located by observed evidence, markings provided through Alabama 811, maps provided by utility owners, and to the extent of Quality Level “C” as defined by ASCE 38-02.
- Existing surface contours at 1-foot intervals.

Environmental Documentation (Desktop Level)

The environmental documentation will include a high-level, desktop environmental overview of the proposed alignment location for the Royal Drive Extension Phases I and II that will include the following:

- A site visit to observe current conditions and uses of the adjacent parcels along the roadway corridor.
- Utilize EDR Lightbox reports to perform a review of federal, state, tribal and local regulatory databases including, but not limited to, underground storage tanks (USTs), above ground storage tanks (ASTs), known or suspected release cases, the storage of hazardous substances and disposal of hazardous wastes including petroleum products.
- Utilize EDR Lightbox reports to perform a review of historical records, such as historical aerial photographs, fire insurance maps (Sanborn Maps), historical city directories and historical topographic maps.
- Review databases to determine if State Historic Sites or National Registered Historic Places are present within or near the project area.
- Identification of known hazardous materials sites within or near the project area.
- Identification of known Stream/Wetlands where the proposed construction could result in the loss of 0.5 acres or more of waters of the U.S. (including wetlands and streams).
- Identification of Floodplain/Floodway where the proposed construction could result in the increase of more than 1 foot of water surface elevation in the base floodplain (100-year flood event). Also, assessing whether the proposed construction could increase the risk of damage to property and loss of human life or result in modification of a watercourse.
- Utilize the U.S. Fish and Wildlife Services database to identify any possible endangered species that the proposed construction could adversely affect.
- Determination of whether the proposed construction will require a noise study.
- Determine if the proposed construction will disturb previously undisturbed ground and if so, then tribal coordination will be required.
- Utilize the United States Department of Agriculture (USDA) databases and maps to create a report to determine the effect (if any) on the Natural Resources Conservation Services (NRCS) farmlands.
- Compile all the identified information into a report and supply this report to the City of Madison for review and approval.



Attachment A – Scope of Work

Royal Drive Extension Phase I
 Project No. R929124001 (24-023, City of Madison)
 Madison, Alabama

- Meet with the City to go over the report and address any questions or concerns once there has been adequate time for review.

Geotechnical Services

The geotechnical evaluation will be performed for the proposed extension of Royal Drive from County Line Road to Jetplex Lane. Improvements include grading and new pavement buildup for a length of approximately 3,300 linear feet (0.62 miles). Proposed maximum cuts and fills were assumed to be on the order of 10 feet.

In general, the proposed evaluation will consist of a subsurface exploration, laboratory testing, engineering evaluation and preparation of a *Soil Survey and Materials Report*. Specifically, the proposed scope of services consists of the following.

- Site reconnaissance and geologic map review. We understand that access permission has been obtained for the proposed improvements. Therefore, costs associated with obtaining right-of-entry are not included in the proposed budget.
- Review of aerial imagery indicates that the roadway alignment is generally open and accessible to the drilling equipment. Therefore, access preparation costs are not included in the proposed budget.
- Boring locations will be established with a handheld GPS; therefore, they will be approximate. The locations can be surveyed for additional fees, if requested.
- Mobilization of an ATV or track-mounted drilling rig and 10 soil test borings located along the proposed alignment. Soil test borings will extend to depths of 15 feet below the existing ground surface or to refusal, whichever occurs first (total of 150'). Borings will contain Standard Penetration Tests at 2½-foot intervals in the upper 10 feet and on 5-foot centers thereafter.
- Laboratory testing will be performed to classify representative soils in accordance with AASHTO and USCS guidelines. The budget is based on performing 15 moistures, 4 Atterberg Limits and 4 Grain Size Analysis tests.
- We have assumed that 2 undisturbed and 1 bulk samples will be retrieved at appropriate locations throughout the project. One (1) Standard Proctor test is included to provide guidance for remolding of laboratory test samples. One (1) resilient modulus test will be performed on an undisturbed sample of potential subgrade soils.
- Recommendations for the proposed new buildup for Royal Drive. The design will be based on AASHTO methodology using site-specific resilient modulus test results and traffic data provided by others.
- A *Soil Survey and Materials Report* will be prepared following evaluation of the information gathered during the subsurface exploration and laboratory testing program. Specific items to be included as part of the report are noted below.
 - Project location maps (vicinity, geology, and sinkhole);
 - Boring location plan;
 - Site and project descriptions;



Attachment A – Scope of Work

Royal Drive Extension Phase I
 Project No. R929124001 (24-023, City of Madison)
 Madison, Alabama

- Local geology and its implications for the proposed improvements;
- Subsurface conditions;
- Laboratory testing results;
- Groundwater measurements and water control recommendations;
- Subgrade preparation considerations including stabilization, removal of unsuitable materials and reuse of on-site soils from cut areas as improved roadbed; and
- Recommended pavement sections.

The subsurface exploration will be performed with a track or ATV-mounted drilling rig. However, if surface obstructions, steep terrain or soft, wet soil conditions limit access, it may be necessary to use special equipment (dozer) at additional cost to reach the boring locations. Special equipment will not be engaged without your prior approval. Additionally, the borings will be backfilled with soil cuttings. This proposal does not include costs associated with additional site restoration.

CDG will take appropriate precautions to avoid underground utility lines including contacting the line location service (811). Additionally, we request that the client provide plans or mark in the field the location of buried utility lines, if present. CDG cannot be responsible for damage to unmarked or unmapped utility lines.

Hydraulic Analysis and Design

The proposed project alignment is located just west of Bradford Creek with some unknown tributaries to the north. The Royal Drive Extension is all new construction so a hydraulic analysis will be performed for the proposed roadway layout as follows:

- 2-Lane immediate construction
 - Develop a hydrologic model to assess existing and proposed flows along the proposed alignment.
 - Utilize the hydrologic model to perform a hydraulic analysis for the design and control of the proposed storm system.
 - The types and sizes of proposed structures will be assessed for efficiency.
 - Proposed ditches, utilized for routing, will be analyzed to assess the appropriate ditch lining to effectively manage the flow velocities. Linings to be considered would be:
 - Grassed
 - Riprap
 - Concrete
- 4-Lane divided future construction



Attachment A – Scope of Work

Royal Drive Extension Phase I
 Project No. R929124001 (24-023, City of Madison)
 Madison, Alabama

- Develop a hydraulic model to assess how the 2-lane immediate construction can be expanded for future construction.
- Perform a hydraulic analysis utilizing the hydrologic model for the future development to control the proposed storm system.
- The types and sizes of proposed structures will be assessed for efficiency.
- Proposed ditches, utilized for routing, will be analyzed to assess the appropriate ditch lining to effectively manage the flow velocities. Linings to be considered would be:
 - Grassed
 - Riprap
 - Concrete
- Prepare a Hydraulic report with the input and output information used in the development of the hydrologic and hydraulic models to support the drainage recommendations.
- Submit the Hydraulic report to the City of Madison for review and approval.

Roadway Design Plans

CDG will complete roadway design plans for the extension of Royal Drive Phase I starting at County Line Road and continuing east to Jetplex Lane approximately 0.62 miles. The design will be performed in two (2) parts, first, immediate use 2-lane roadway and second, future planned 4-lane divided roadway sections. The scope of design plan preparation is anticipated to be as follows:

- Design a grade, drain, base, pave, signing, and striping project for the Royal Drive extension Phase I, from County Line Road to Jetplex Lane, approximately 0.62 miles. It is anticipated that the plan assembly will include the following sheets:
 - Title Sheet
 - Index Sheet
 - Standard Drawing Reference Sheet
 - Legend and Abbreviations Sheet
 - Geometric Layout
 - Project Notes Sheet
 - Temporary Traffic Control Plan Notes Sheet
 - Traffic Signal Plan Notes Sheet
 - Typical Section Sheets
 - Summary Of Quantities Sheets
 - Plan and Profile Sheets
 - Paving Signing and Striping Sheets
 - Existing Utility Sheets
 - Proposed Utility Sheets



Attachment A – Scope of Work

Royal Drive Extension Phase I
 Project No. R929124001 (24-023, City of Madison)
 Madison, Alabama

- Erosion and Sediment Control Sheets
- Temporary Traffic Control Sheets
- Drainage Cross Section Sheets
- Roadway Cross Sections
- Earthwork Summary Sheet
- Prepare designs and detailed contract plans at a horizontal scale of 1" = 50' and vertical scale of 1" = 5', completely dimensioned for roadway construction. Cross sections will be plotted at a horizontal and vertical scale of 1" = 10'.
- Drainage design will include both open system and closed system assessments to determine which best serves the new construction project.
- Lighting Design
 - A lighting design will be provided using arm-mounted LED luminaires on new poles in Madison, AL along both sides of approximately 0.62 miles of the proposed Royal Drive extension. Additional scope items include:
 - Coordination with owners, contractors, facility operators, utilities, building officials and other engineering disciplines as necessary to finish the design.
 - Selection of detailed pole locations to coordinate with roadway plans.
 - Design of lighting systems in accordance with the City of Madison requirements.
 - Electrical plans and specifications, including large-scale plans, where necessary to indicate pole locations.
 - Shop drawing and submittal review.
 - Resolution of routine construction-period issues.
- Prepare estimates of probable construction cost for review and consideration by the City of Madison.
- Plans will be provided to utility owners within the area on an incremental basis that follow plan reviews to identify any potential conflict with existing facilities.
- Prepare a Construction Best Management Practices Plan (CBMPP) and assist the City with preparing a Notice of Intent (NOI) to satisfy the National Pollutant Discharge Elimination System (NPDES) requirements of the Alabama Department of Environmental Management (ADEM). NPDES application fees will be the responsibility of the City as applicant.
- Facilitate plan review(s) by City of Madison as necessary for the project. Plan reviews are expected to consist of a 30% review, 60% review, and 90% review.
- Attend meetings as required, including one (1) project scoping meeting, one (1) 30% review meeting and field inspection, one (1) 60% review meeting and field inspection and one (1) 90% review meeting and field inspection.



Attachment A – Scope of Work

Royal Drive Extension Phase I
Project No. R929124001 (24-023, City of Madison)
Madison, Alabama

Letting Assistance and Contract Procurement

- Assist the City with advertising the project for bids and fielding questions from contractors about the plans as needed.
- Assist with and attend the local letting of the subject project by the City.
- Assist with project award and contract procurement.
- Attend the preconstruction meeting.

Exclusions

This scope of work does not include:

- Right-of-Way map, Tracts Sketches, Deeds and Deed Closure Diagrams;
- Right-of-Way negotiations (to be provided by the City of Madison);
- Traffic analysis;
- Utility analysis and design;
- Environmental Documentation (above Desktop Level);
- Environmental Field Studies;
- Negotiations for impacts to personal property within the clear zone;
- FEMA flood studies or flood plain map revisions;
- Construction engineering and inspection services;

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 CDG Engineers & Associates, Inc., located at 612 Wheeler Avenue, NW, Huntsville, Alabama 35801, hereinafter referred to as “Consultant.”

WITNESS TO:

WHEREAS, the City seeks professional engineering services for the design and development of the Royal Drive Extension Phase 1 from County Line Road east for approximately .62 miles to JetPlex Lane ; and

WHEREAS, Consultant is a unique provider of the services required for the planning and design phase of this project 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 ONE: SERVICES TO BE PROVIDED

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

See Consultant’s Proposal dated August 20, 2024, which is labeled as “Exhibit A” and is attached hereto and wholly incorporated by this reference to include a field survey; environmental documentation; geotechnical services; hydraulic analysis and design; and roadway design plans and assistance in contract procurement.

- B. Consultant agrees to comply with all applicable Federal, State and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.
- C. Consultant shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement. Consultant shall perform all services in accordance with the provisions of this Agreement, including, but not limited to, those provisions relating to timing of and payment for services rendered. Consultant alone shall be responsible for the legality, safety, efficiency and adequacy of the services performed hereunder.
- D. Consultant shall hold a current and valid business license issued by the City of Madison and any other appropriate and necessary licenses issued by a governmental entity or industry-specific governing body. It is the sole responsibility of the Consultant to obtain all appropriate and necessary licenses and permits.

SECTION TWO: FEE/EXPENSE STRUCTURE

The total compensation for services rendered by Consultant pursuant to the Scope of Work contained herein shall not exceed **two hundred five thousand seven hundred sixty-two dollars (\$205,762.00)**. Consultant shall invoice City upon completion of the work, terms net thirty (30) days.

SECTION THREE: INDEMNIFICATION

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

SECTION FOUR: COMMENCEMENT; TERM

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

SECTION FIVE: TERMINATION

This Agreement may be terminated 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.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees 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 SEVEN: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof (other than the payment of monies) 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 (other than the payment of monies due and owing) during the period of such suspension of performance of duties hereunder.

SECTION EIGHT: ASSIGNMENT

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

SECTION NINE: ENTIRE AGREEMENT: WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:

**City of Madison Engineering Department
100 Hughes Road
Madison, Alabama 35758**

All notices to Consultant shall be addressed to:

**CDG Engineers & Associates, Inc.
612 Wheeler Avenue, NW
Huntsville, Alabama 35801**

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth

in Exhibit A, the terms set forth in the body of this Agreement shall prevail.

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

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

Attest:

Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

§

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

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

Notary Public

CDG Engineers & Associates, Inc.

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

§

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Allen J. Yates, whose name as Senior Project Manager of CDG Engineers & Associates, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of _____, 2016.

Notary Public

RESOLUTION NO. 2024-252-R

**A RESOLUTION AUTHORIZING AN
AGREEMENT WITH FORGE FIRE & COMPANY, LLC FOR THE CONSTRUCTION OF
A TRAINING TOWER**

WHEREAS, the Fire Chief, David Bailey, has solicited a quote from Forge Fire & Company, LLC (herein "Contractor") for the installation and construction of a training tower to be constructed on City property located on Celtic Drive (herein "the Project"); and,

WHEREAS, the Contractor has provided a letter and pictures of the proposed tower that establish that this Contractor is the sole source for this necessary training tower; and,

WHEREAS, the Alabama Public Works Competitive Bid law exempts such sole sources from its bidding requirements.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, for the Project, said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "General Contractor Agreement" (the "Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of August 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama



GENERAL CONTRACTOR AGREEMENT

This general contractor agreement is between **FORGE FIRE & COMPANY LLC**, a(n) Ohio Limited Liability Company (the “**Contractor**”) and **CITY OF MADISON, AL.**, (the “**Client**”).

The Client is the owner of the Property (as defined below).

The Client wishes to engage the Contractor as a general contractor to perform certain Work (as defined below) on the Property for the Client in accordance with the drawings and specifications in **Exhibit A**.

The Contractor wants to perform the Work on the Property in accordance with the drawings and specifications in **Exhibit A**.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

- (a) **Engagement.** The Client retains the Contractor to perform, and the Contractor shall perform, the work described in **Exhibit B**. (the “**Work**”).
- (b) **Services.** Without limiting the scope of the Work described in **Exhibit B**, the Contractor shall:
 - (i) perform the Work set forth in **Exhibit B**. However, if a conflict exists between this agreement and any term in **Exhibit B**, the terms in this agreement will control;
 - (ii) devote as much productive time, energy, and ability to the performance of it’s duties under this agreement as may be necessary to provide the required Work in a timely and productive manner;
 - (iii) perform the Work in a safe, good, and workmanlike manner using at all times adequate equipment in good working order;
 - (iv) perform the Work according to standard industry practices and comply with all building codes and other applicable laws;

- (v) communicate with the Client about progress the Contractor has made in performing the Work;
- (vi) supply all tools, equipment, and supplies required to perform the Work, except if the Contractor's work must be performed on or with the Client's equipment;
- (vii) ensure that all materials and equipment furnished to its personnel are of good and merchantable quality, unless otherwise agreed by the Client;
- (viii) provide the Client with appropriate releases or waivers of liens at the time of payment for any Work performed;
- (ix) obtain all necessary approvals for the Work from local authorities or other government entities and indemnify the Client for any violations;
- (x) obtain insurance to protect itself against claims for property damage, bodily injury, or death due to its performance under this agreement;
- (xi) at all times provide access to the Work to the Client, the Client's representatives, and public authorities;
- (xii) provide work (including the Work) and end products that are satisfactory and acceptable to the Client and free of defects;
- (xiii) remove any debris or other garbage from the Property, and leave the Property in broom-clean condition after the Work has been completed; and
- (xiv) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the Client.

2. SCOPE OF WORK.

The Contractor shall furnish all of the necessary materials, tools, machinery, supervision, relocation and, site security and perform all of the work described in **Exhibit B** (the "**Work**"), all in accordance with this agreement. The Work shall be performed on that certain property located at **400 Celtic Drive, Madison AL 35758** (the "**Property**"), and as more specifically described in **Exhibit B**. The Contractor shall perform the services and provide the materials for which it is responsible, will accomplish this Work in the manner and in the time stated in this agreement, and in accordance with the drawings and specifications attached as **Exhibit A**, and will provide the deliverables as required.

3. TIME OF COMPLETION.

(a) Approximate Start Date. The Contractor shall start performing the Work on or before **Q1 of 2025**.

(b) Approximate Completion Date. The Work will be substantially completed on or before **Q2 of 2025**.

If there are any unforeseen required timeline changes due to inclement weather and/or permit holdups the "Contractor" will immediately notify the "Client" of any necessary, schedule changes that may affect the project's progress and/or completion date.

4. CONTRACT PRICE.

The Client shall pay the Contractor **\$699,800** (the "Contract Price") for the performance of this agreement. ***This contract total includes concrete footers shown on EST0712 at \$15,000, which can be removed if the client chooses to perform this work.***

ALL SITE PREP IS TO BE COMPLETED BY CLIENT

5. PROGRESS PAYMENTS.

- (a) Payments.** The Client shall pay the Contract Price as follows:
- (i) Initial down payment of **\$250,000** to secure materials, initiate engineering and fabrication;
 - (ii) 75% at project halfway point (this timeline is laid out in the projected start/completion dates; section 3 of contract under "Time of Completion").
 - (iii) 100% upon final completion date. Any monies owed from Client will be paid in full to the Contractor at completion date. Contractor & Client will have walk-thru inspection of the Work & will agree upon the completion prior to final payment being issued.
- (b) Withholding of Payments.** The Client may withhold payment of the Contract Price if;
- (i) the Contractor does not remedy defective Work;
 - (ii) the Contractor continues to fail to perform the Work in accordance with this agreement or these general conditions;
 - (iii) there are claims filed; or
 - (iv) the Contractor fails to make proper payments to subcontractors, workers, or suppliers for labor, materials, or equipment.
- (c) Final Payment.** After the Client makes its final payment, the Contractor shall provide to the Client a final release stating that the Contractor has no further claims against the Client for materials or labor supplied under this agreement.
- (d) Waiver of Client's Claims.** The making of final payment constitutes a waiver of all claims by the Client except those arising from:
- (i) unsettled issues;
 - (ii) faulty or defective work appearing after substantial completion; or
 - (iii) failure of the Work to comply with the requirements of **Exhibit A**.
- (e) Waiver of Contractor's Claims.** The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final payment.
- (f) Payment Failure.** If the Client fails to make any payment due, the Contractor may stop the Work. However, the Contractor shall resume performance of the Work and other obligations after the payment or other resolution of the dispute.

6. LICENSES, PERMITS, ZONING AND INSURANCE.

The Contractor carries full professional liability and E/O insurance. The Contractor shall comply with all state and local licensing and registration requirements for the type of work performed. The Contractor shall obtain and, at its expense, pay for all licenses or permits required by law to accomplish any Work required in connection with this agreement and indemnify the Client for any violations. The Client is responsible for all zoning, permits related to zoning and any cost associated with zoning. All zoning must be completed prior to hiring the Contractor. The Contractor is not liable for any delays due to zoning issues.

7. REPRESENTATIONS.

(a) The parties each hereby represent as follows:

(i) The drawings and specifications attached to this agreement as **Exhibit A** are the final drawings and specifications of the Work and form an integral part of this agreement. Neither party may add or otherwise vary additions in said drawings and specifications without the prior written consent of the other party.

(ii) The Contractor may, in its discretion, engage licensed subcontractors to perform the Work. However, the Contractor must fully pay those subcontractors and, in all instances, will remain responsible for the completion of this agreement and the Work.

(b) The Contractor hereby represents as follows:

(i) The Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor or its employees or subcontractors and shall provide the Client with proper certificates of insurance. The Contractor acknowledges that it is solely responsible for providing insurance coverage for itself and its staff.

(c) The Client hereby represents as follows:

(i) The Client is the registered owner of the Property.

(ii) The Client will make timely payments of amounts earned by the Contractor under this agreement.

(iii) The Client shall notify the Contractor of any changes to its procedures affecting the Contractor's obligations under this agreement at least 45 days prior to implementing such changes.

(iv) The Client shall provide such other assistance to the Contractor as it deems reasonable and appropriate.

8. WAIVER OF LIABILITY.

If the Contractor is injured while performing the Work, the Client will be exempt from liability for those injuries to the fullest extent allowed by law.

9. SURETY BOND.

If the Contractor is required to submit a Bond prior to the start of work, the total cost of the Bond will be at the expense of the Client over and above the contract price. 100% of the bond will be required to be paid to the Contractor at the time that the Bond is issued for the project. The surety bond is usually 3% of the total project cost.

10. INDEMNIFICATION.

The Contractor shall indemnify the Client against all damages, liabilities, costs, expenses, claims, or judgments, including, without limitation, reasonable attorney's fees and disbursements that any of them may suffer from or incur and that arise or result primarily from (a) any gross negligence or willful misconduct of the Contractor arising from or connected with Contractor's carrying out of its duties under this agreement, or (b) the Contractor's breach of any of its obligations, agreements, or duties under this agreement.

11. WARRANTY.

All fire training equipment/prop(s) sold by Forge Fire and Company LLC is warranted to be free from defects in the components, parts and/or workmanship for a period of 1 year from the date of in-service. This warranty covers those components and parts fabricated by Forge Fire and Company LLC and used in the construction of the fire training building systems. Forge Fire and Company LLC at its own expense and option, either repair or replace any defective fire training equipment or component that is deemed defective excluding misuse, common neglect, abuse, or accident during Client use of equipment/prop(s).

Client shall notify Forge Fire and Company LLC in writing of any said defect within 14 days of knowledge of any defect or said issue.

Forge Fire and Company LLC will provide remedy not to exceed 45 days from Client notification of said defect. Any modifications to any of the fire training equipment/prop(s) done without written notification and approval from Forge Fire and Company LLC will void warranty. Use of the training facility by other departments or organizations without a Client liaison will result in a voided warranty.

12. TERMINATION.

This agreement may be terminated:

- (a) By either party on provision of 30 days written notice to the other party, with or without cause.
- (b) By either party for material breach of any provision of this agreement by the other party if the other party's material breach is not cured within 30 days of receipt of written notice thereof.
- (c) By the Client, if the Contractor defaults or persistently fails or neglects to carry out the Work or fails to perform any provision of the agreement after 30 days' written notice to the Contractor.

Without prejudice to any other remedy the Client may have, the Client may make good such deficiencies and may deduct the cost thereof from the payment due the Contractor or, at the Client's option, may terminate the agreement and take possession of the site and of all materials and equipment.

- (d) By the Client at any time and without prior notice, if the Contractor is convicted of any crime or offense, fails, or refuses to comply with the written policies or reasonable directives of the Client, or is guilty of serious misconduct in connection with performance under this agreement.

In the event of termination not the fault of the Contractor, the Client shall promptly pay the Contractor according to the terms of **Exhibit A** for services rendered before the effective date of the termination. The Contractor acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination agreement.

13. NATURE OF RELATIONSHIP.

The Contractor is not an employee of the Client; the Contractor is working in its capacity as an independent contractor. The Contractor shall indemnify the Client for any claims, including (but not limited to) liability insurance, workers' compensation, and tax withholding for the Contractor's employees.

14. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS.

All changes or deviations in the Work ordered by the Client must be in writing as a change order, the form of which is attached as **Exhibit C**. The Contract Price and time of completion, if applicable, will be increased accordingly by the parties' agreement. Any claims that the Contract Price or time of completion should be increased based on changes or deviations in the Work must be presented to the Client by the Contractor in writing. The Client written approval of such Contract Price or time of completion increase must be obtained by the Contractor before any change or deviation in the Work is started. The valuation of the Contract Price change will be assessed based on the valuation of similar work included in this agreement. It is important to note that due to the nature of the Contractor's products and/or buildings being custom designed, a client cannot create a change order that lessens the overall scope of the project pertaining to size, structure and/or features.

15. OWNERSHIP OF DRAWINGS AND OTHER ITEMS.

All drawings, reports, designs, sketches, working drawings, shop drawings, documents, certificates, plans, specifications, estimates, memoranda, analyses, calculations, models, and other tangible evidence of the Contractor's work product prepared in connection with the Work shall become and remain the sole property of the Client. The Contractor may retain copies of its work product for its records but may not use this work product (except in performing the Work) without the written consent of the Client. Any devices (other than equipment or devices that constitute part of the Work) or methods now being used in the marketplace, and incorporated into the project, are not

considered to be the property of the Client. Innovative construction methods or mechanical devices developed by the Contractor or its subcontractors and used in connection with the Work are not considered the property of the Client unless those methods or devices were developed by the Client or the Client's separate contractors.

16. TYPES OF MATERIALS.

All materials used by the Contractor in performing the work will be new, in compliance with all applicable laws and codes, and covered by manufacturer's warranty (if appropriate) except as agreed upon in a signed writing by the Client.

17. OWNERSHIP OF MATERIALS.

Any materials that are unfixated and required to perform the Work and that are delivered to the Property under this agreement shall remain the property of the Contractor until they have been paid for by the Client.

18. MATERIALS IN SHORT SUPPLY.

If any of the materials set out in **Exhibit A** are in short supply or are unavailable for an unreasonable amount of time, the Client shall select alternative material of similar quality from alternative (and readily available) materials proposed by the Contractor. The responsibility for paying any difference in price between the original materials and the alternative materials shall lie with the Client.

19. GOVERNING LAW.

(a) Choice of Law. The law of the state of Ohio governs this agreement (without giving effect to its conflicts of law principles).

(b) Choice of Forum. Both parties' consent to the personal jurisdiction of the state and federal courts in MADISON COUNTY, ALABAMA.

(c) Attorneys' Fees. If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

20. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by both parties.

21. ASSIGNMENT AND DELEGATION.

(a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.

(c) Enforceability of An Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

22. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is original but all of which constitute one and the same instrument.

(b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

23. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

24. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Client:**CITY OF MADISON, AL.**

Captain Chris Ramsey

101 Mill Rd.

Madison, AL 35758

christopher.ramsey@madisonal.gov

If to the Contractor:**FORGE FIRE & COMPANY LLC**

Todd Shepherd/Owner & Founder

3844 Pleasant Hill Rd

Perrysville, OH 44864

todd@forgefireandcompany.com

- (c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

25. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

26. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth

expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

27. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only and do not affect this agreement's construction or interpretation.

28. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

29. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

EXHIBIT A
DRAWINGS AND SPECIFICATIONS

(Provided with CAD, which "Client" will sign off on during the "Project Initiation/Prep" portion of the agreement. See estimate for preliminary specifications.)

EXHIBIT B

SCOPE OF WORK

- (1) **General:** Fabrication of Class A Fire Training Prop per specifications outlined in the estimate and purchase order in accordance with local permitting (if applicable) & NFPA 1401-1403.
- (2) **Safety:** All work will be professionally and safely performed by Forge Fire & Company LLC crews.
- (3) **Management:** Forge Fire & Company LLC will serve as the general contractor and will oversee all aspects of the prop fabrication project.
- (4) **Design:** See approved CAD specifications for final design. Main specs will be listed below:
 - NFPA Compliant
 - 4-Story Building
 - (8) 40' shipping containers
 - (1) Apex Roof Vent Prop
 - (2) Bravo Force Doors
 - Overhead Hallway Prop
 - (1) Balcony
 - (2) 10' Class A Burn Rooms
 - (1) 8' Class A Burn Rooms
 - Magnetic Wall Maze
 - Custom Paint/Black exterior shell w/ Red windows & doors
 - 4- Level Return Staircase/Interior
 - (1) Exterior Staircase
 - Custom Layout per Madison Fire & Rescue
 - Turn-Key Construction/Set-Up
- (5) **Construction:** Forge Fire and Company's patented Modular Construction. Construction is all steel in compliance with NFPA standards & OSHA Compliant.

Schedule: See "Project Schedule" Addendum for tentative timeline.

**EXHIBIT C
FORM OF CHANGE ORDER**

CHANGE ORDER NO:

Date: _____

Client's Name and Address:

THE CONTRACTOR AGREEMENT IS HEREBY CHANGED AS FOLLOWS:

Additional days needed to complete Work: (if none, state "NONE"):

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACTOR AGREEMENT THAT ARE NOT CHANGED BY THIS CHANGE ORDER REMAIN IN FULL FORCE AND EFFECT.

PREVIOUS CONTRACT PRICE:

REVISED CONTRACT PRICE:

ACCEPTANCE

The above prices, specifications, and conditions are satisfactory, and are hereby accepted. The contractor is authorized to do the work as specified, and the Client shall make immediate payment of the change order unless otherwise specified by the Contractor.

Client Signature: _____ Date: _____

Contractor Signature: _____ Date: _____

CONTRACT AGREEMENT SIGNATURES

By signing this page, each party "Contractor" and "Client" is signifying they have read and agreed upon the complete terms laid out in this contract.

CITY OF MADISON, AL.
"Client"

Authorized Signature of Client: _____

Printed Name of Client: _____

Client's Title: _____

Date of Signature: _____

FORGE FIRE & COMPANY LLC
"Contractor"

Authorized Signature of Contractor: _____

Printed Name: Todd Shepherd _____

Title: President/Founder _____

Date of Signature: _____



“Forging Mission First Training Equipment”

3844 Pleasant Hill Rd. Perrysville, OH 44864
www.forgefireandcompany.com

Todd Shepherd/Owner © 614.403.0833
todd@forgefireandcompany.com

Single Sole Source Proprietorship

Forge Fire & Company’s (Patent Pending), Modular/Interchangeable Bolt-In Prop Systems are **first to industry** for Class A Training Buildings. Our company holds a **single sole source proprietorship** in manufacturing ALL the tactical feature options listed below.

Our customizable designs are completely turn-key construction; meaning we handle everything from start to finish including permits, NFPA compliance certified engineering, site prep & concrete.

Again, our patent pending systems are the **1st and only** in the industry to provide complete modularity & interchangeable bolt-in construction systems for **ALL** components & features for Class A Training Buildings.

OUR UNIQUE CUSTOMIZABLE FEATURES:

- | | |
|---|---|
| <ul style="list-style-type: none"> - <i>Alpha</i> forcible entry doors - <i>Apex</i> roof ventilation props - Flashover rooms - Class A burn rooms - Rappel anchoring - Window cutdown props - Industrial grade staircases and railings - Knee wall fire props - Industrial grade catwalks/landings/work decks | <ul style="list-style-type: none"> - <i>Bravo</i> forcible entry doors - Moveable walls (mazes) - Thermal monitoring - Fire rated entry/interior doors - Windows (sliding or hinged) - Security window cut props - Overhead hallway fire props - Mobile/modular custom trailer props - LP Props (vehicle, tank & fuel spill) |
|---|---|

UNIQUE BENEFITS OF OUR PRODUCTS & PROPS:

- **Versatility:** Ability to build in phases as your department's budget allows & add on or replace features as desired.
- **Realism:** the ability to change layouts/components over time of ownership to provide flexibility for more than one building layout. Never allow your training to get stale.
- **Modular Construction:** This equates to significant overall lower maintenance costs & faster repair/down time between training versus welded in construction.
- **Faster Build/Project Timelines:** GET TRAINING!
- **Training Program Growth:** Continually build out and add training props to bolster a progressive learning environment for your cadre by using our universal bolt-in prop system design. We are constantly adding new props & designs to our already comprehensive catalogue of training props to keep mission forward training fresh & exciting for your crew.
- **Engineer certified designs & NFPA certification provided.**

TRAINING & CONSULTING:

Forge Fire & Company offers a unique blend of expertise with 20+ years of industry experience. We have built a reputation from our lineage of pioneering & innovating our industry leading training courses, facilities/buildings & props. We offer:

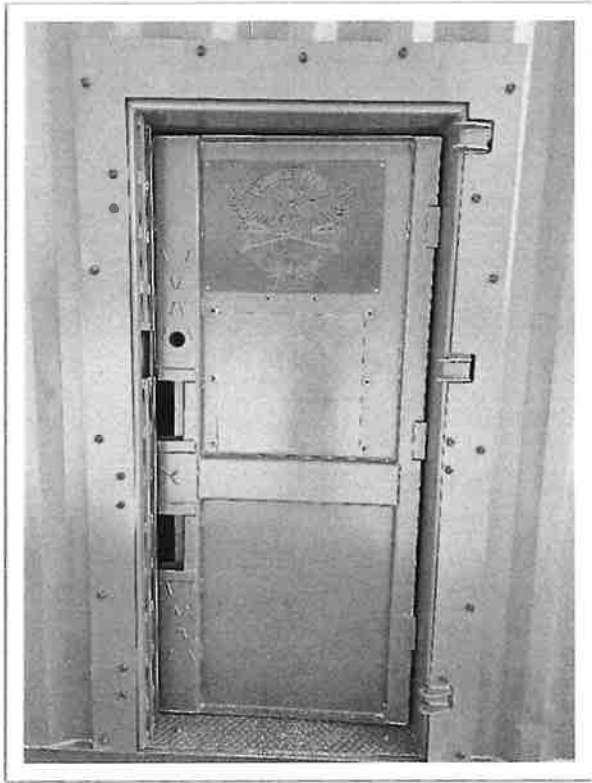
- **Training Courses:** Expert evaluation of training curriculum relating to hands-on training.
- **Training Efficiencies & Strategies:** Expert summary of targeted strategies to improve/create training efficiency.
- **Training Facilities/Props:** Expert evaluation, summary and/or creation of needed training props/facilities.
- **Engineering:** Expert evaluation and summary relating to current training academy infrastructure or needed growth outlook.
- **Construction:** Expert advice/evaluation relating to training ground/facilities construction.

Todd Shepherd

Todd Shepherd (Mar 14, 2024 11:18 EDT)

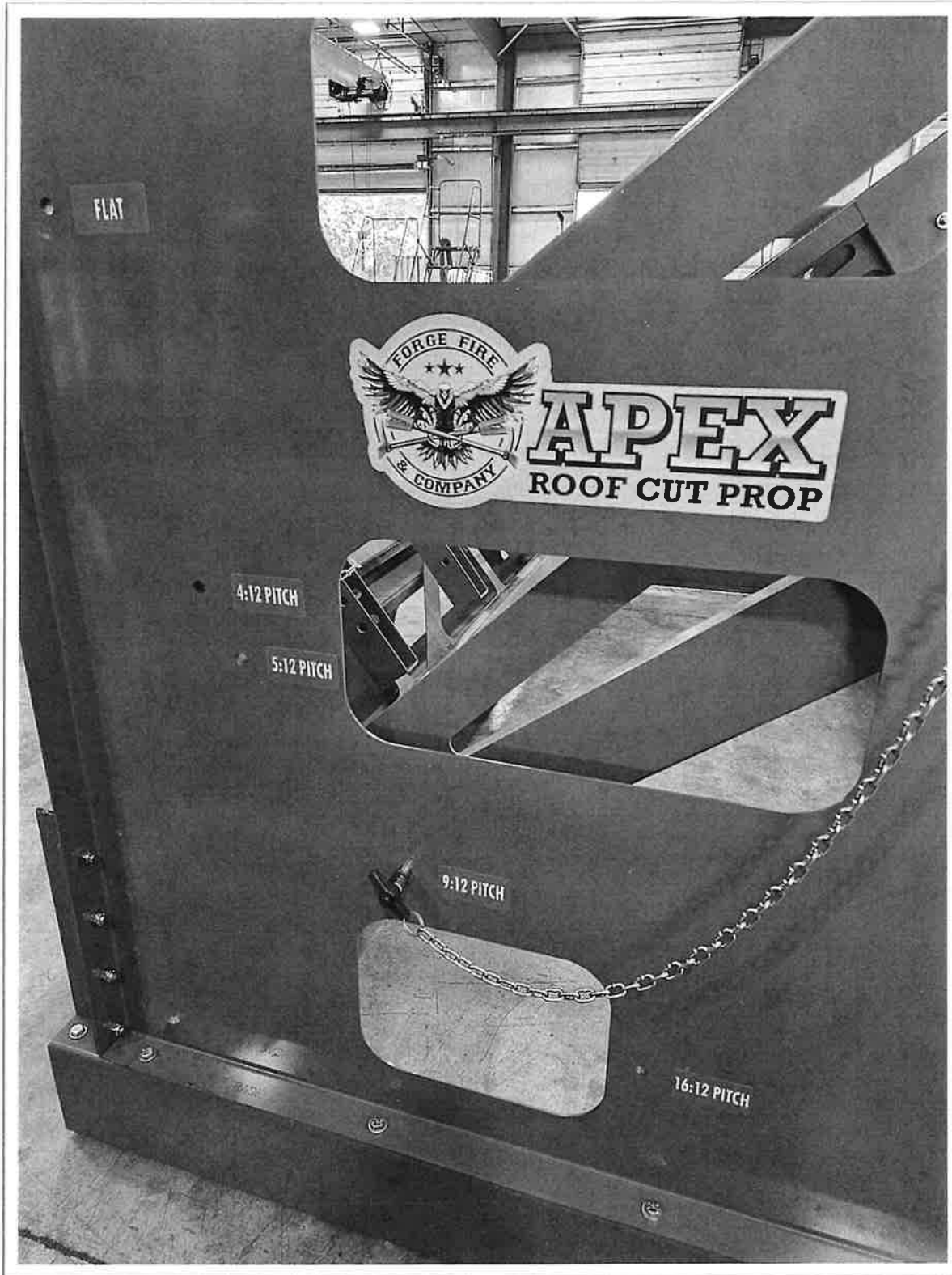
Todd Shepherd
 Founder/Owner
 Forge Fire & Company LLC

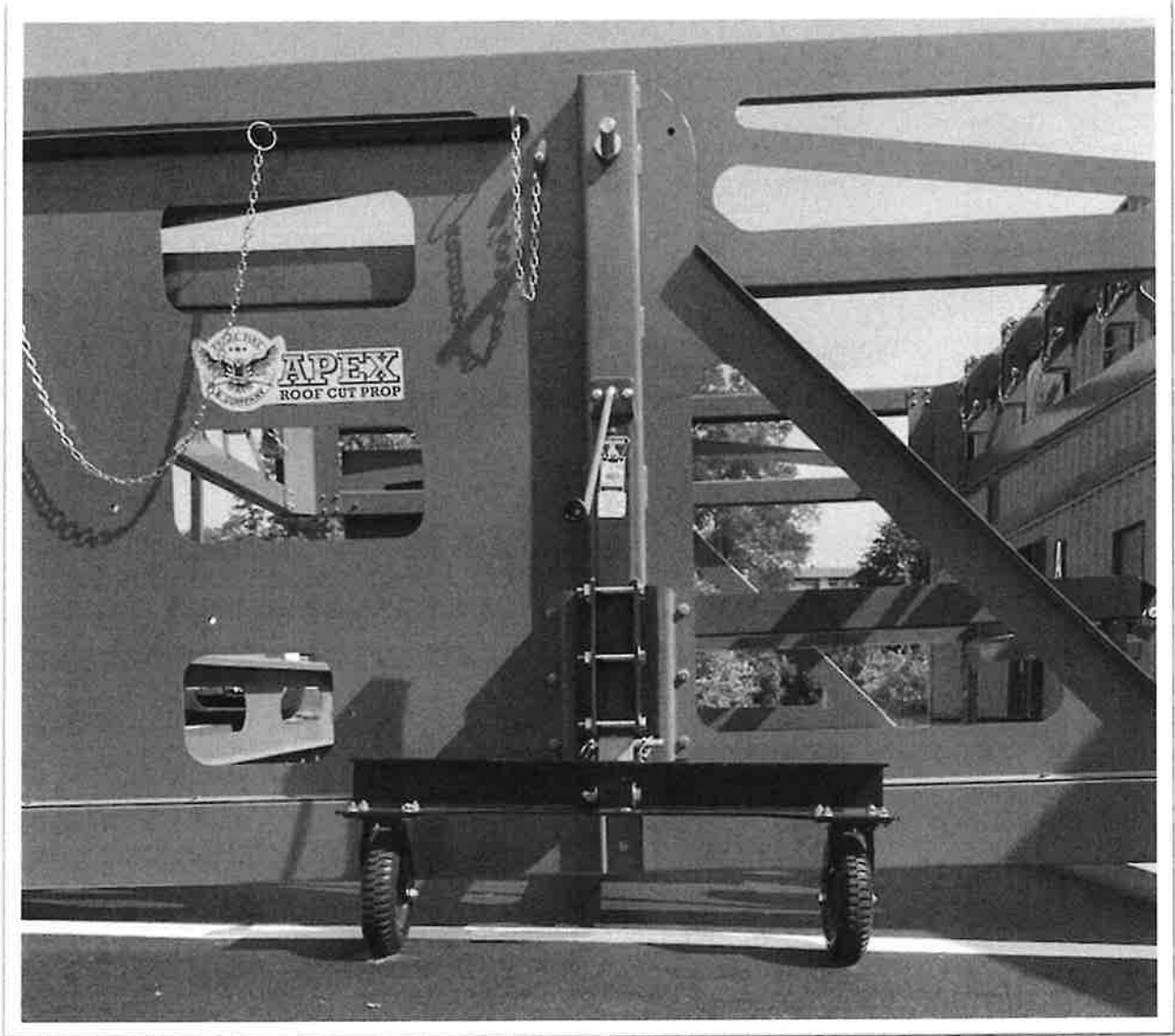
Bravo Forcible Entry Doors



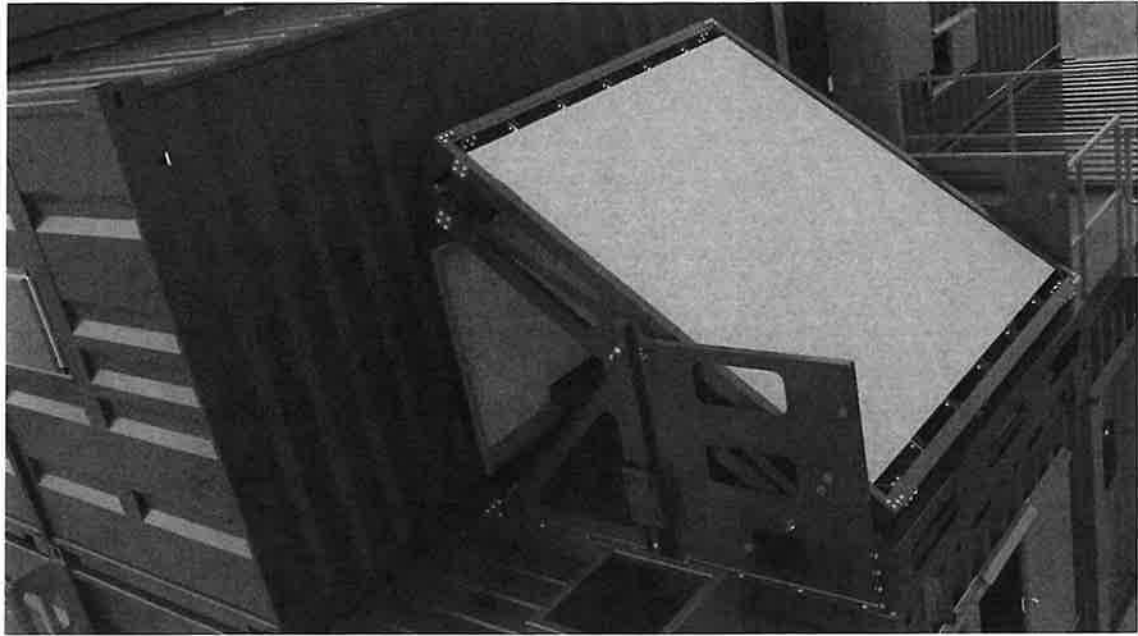
Bravo Door Installed

Apex Ventilation Prop

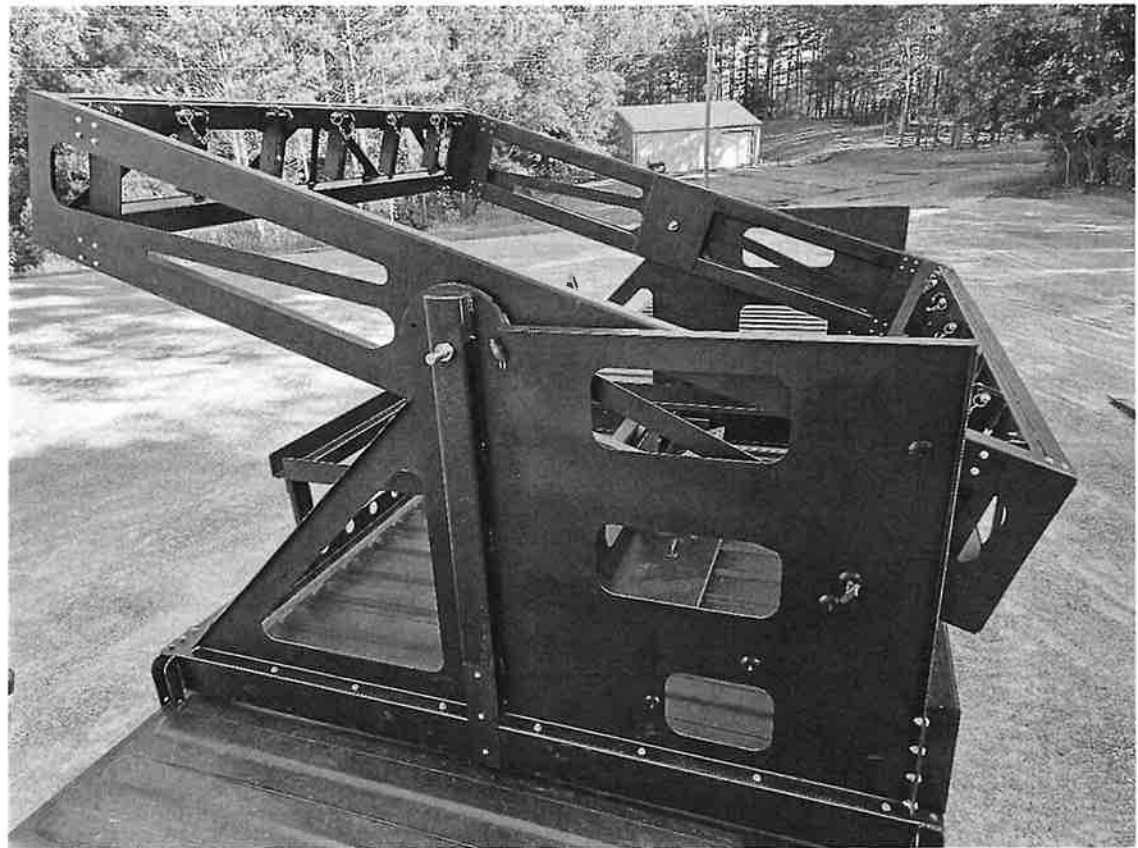




Apex



Apex



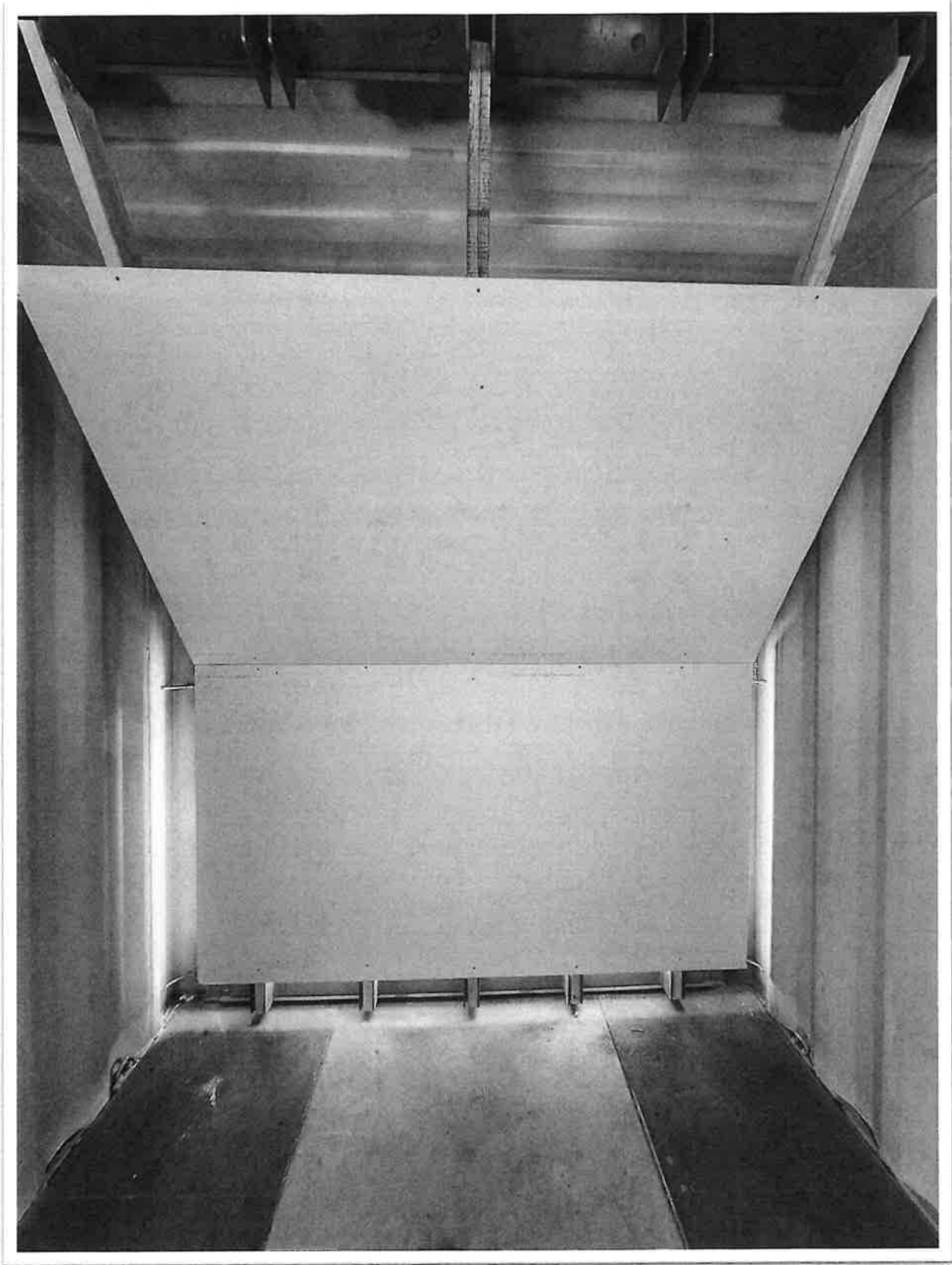
Burn Room



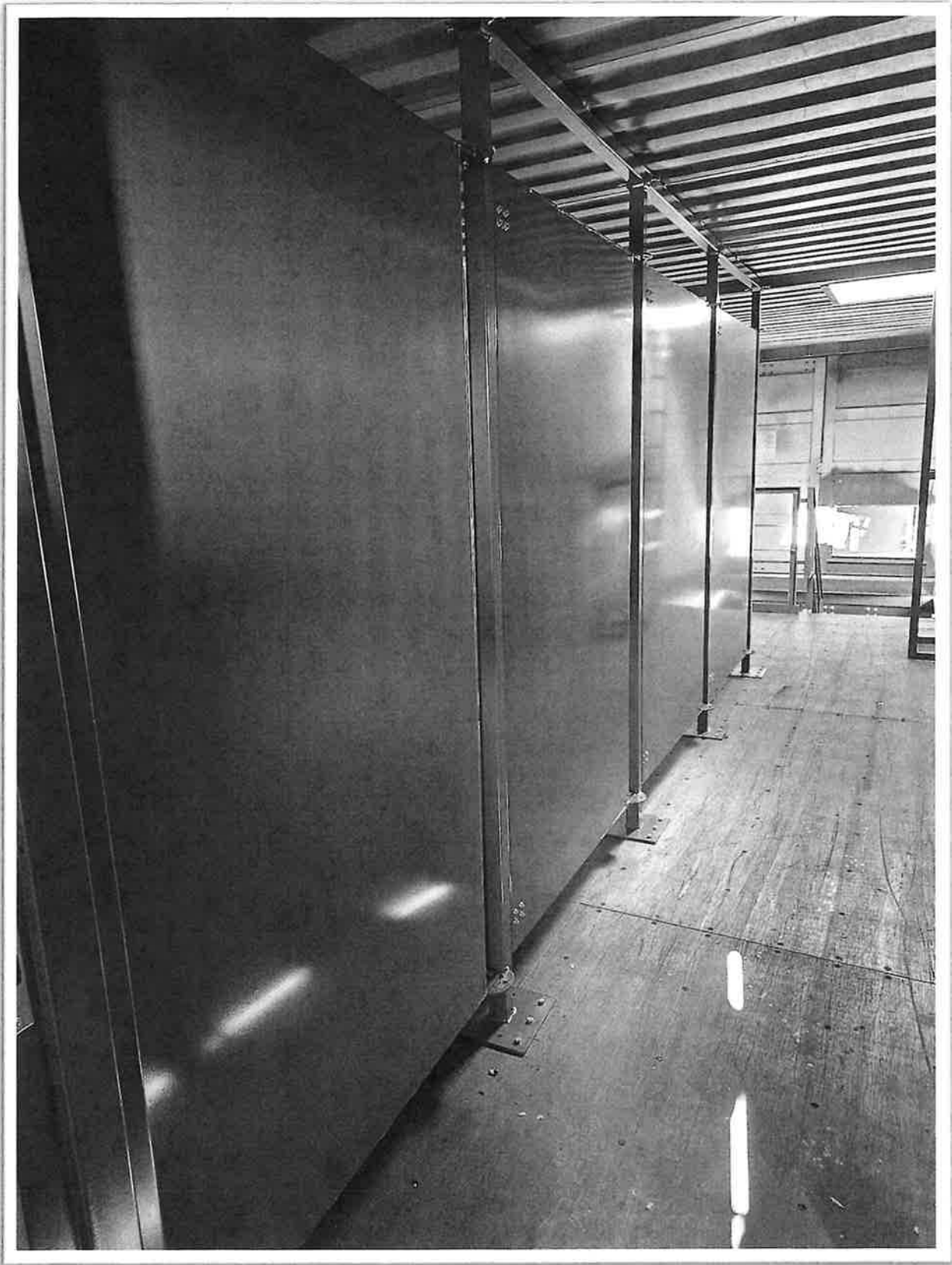
Burn Room



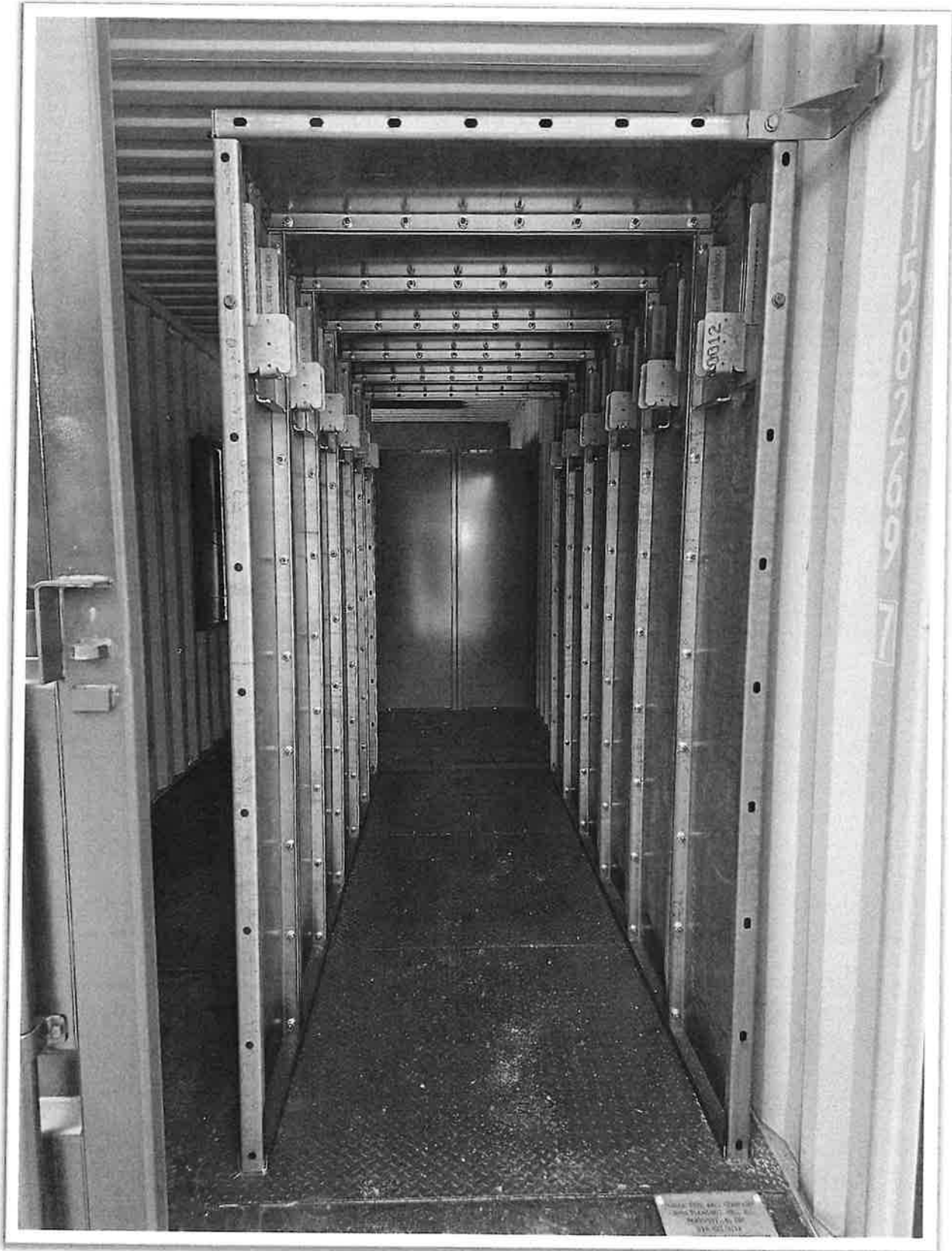
Knee Wall



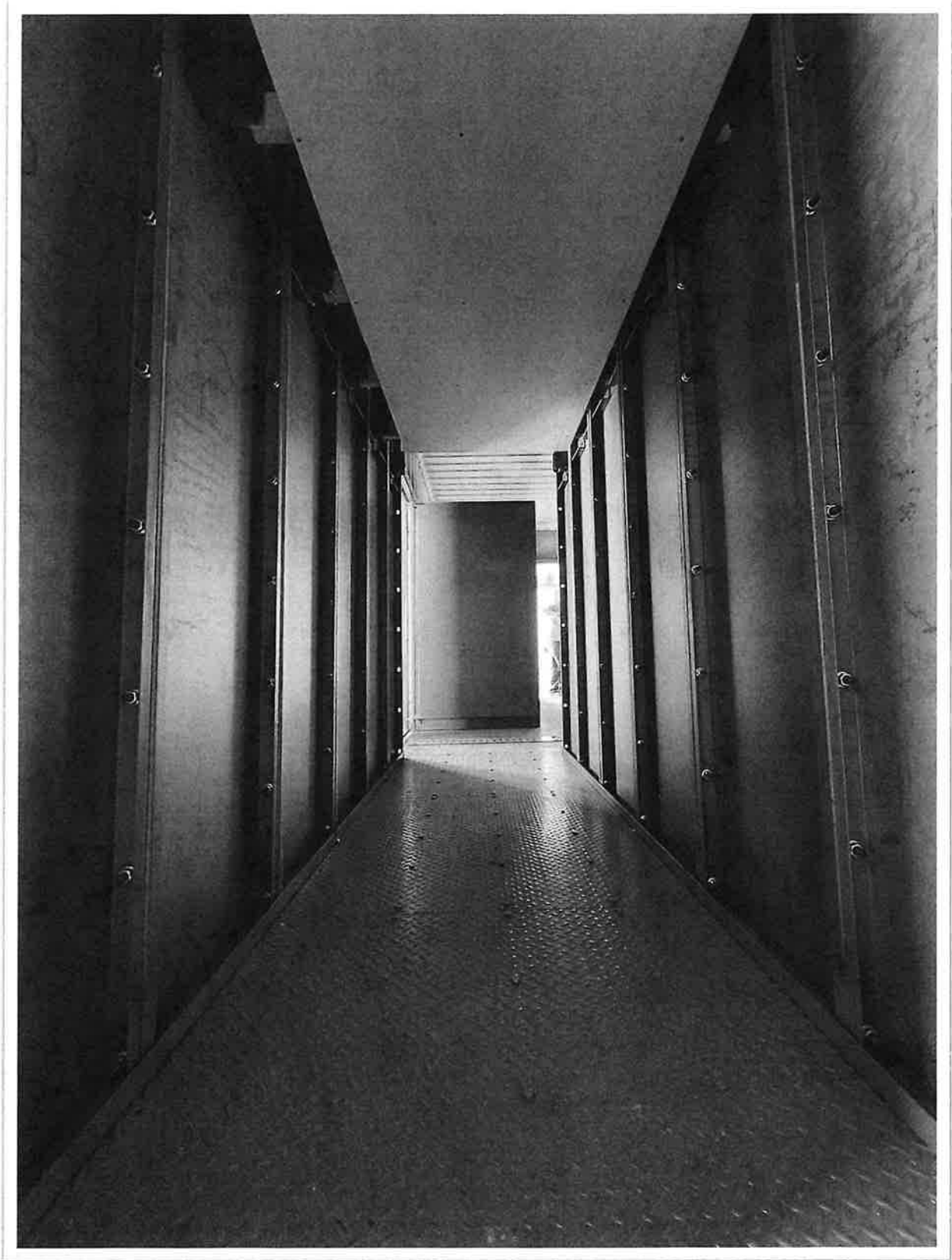
Moveable Walls



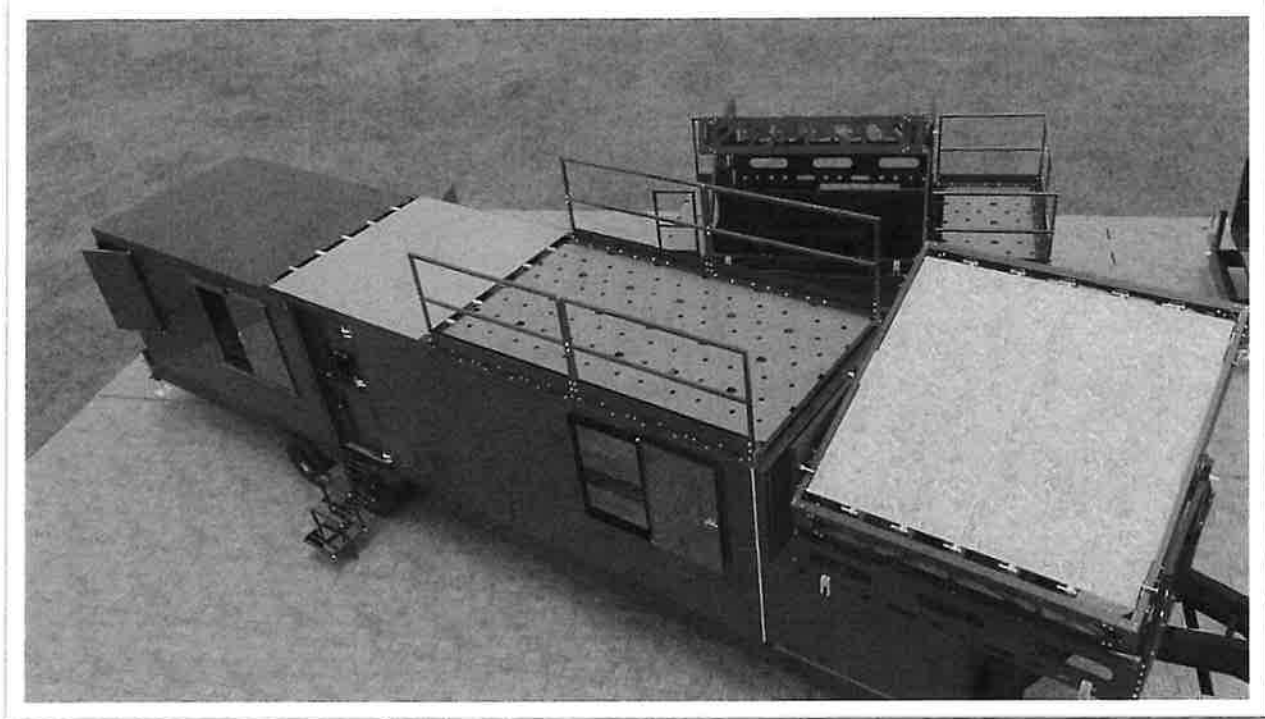
Overhead Burnable Hallway



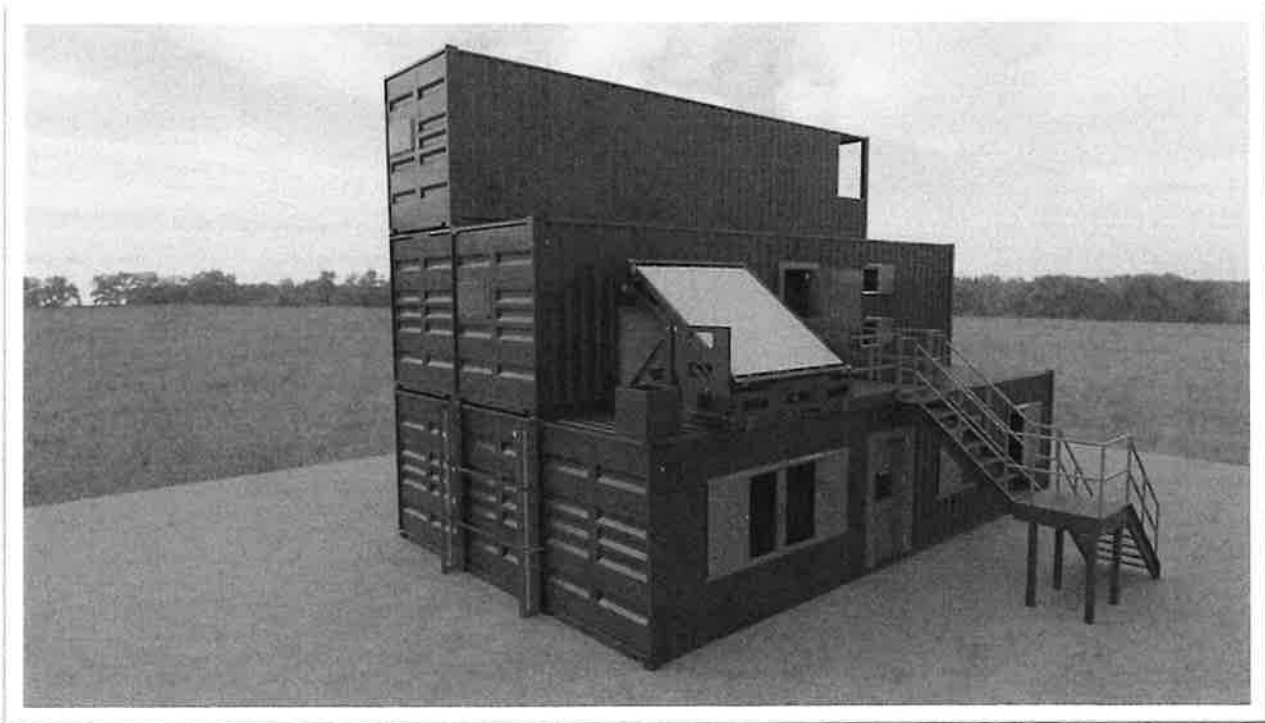
Overhead Burnable Hallway



Customizable Smokehouse Mobile Trailer



Fully Customizable Class A Training Building



LP Props





ORDINANCE NO. 2024-241**AN ORDINANCE TO AMEND SECTION 12, "COMPENSATION AND BENEFITS,"
OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES**

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures*, and it last amended Section 12, "Compensation and Benefits," in November of 2022; and

WHEREAS, the City engaged Evergreen Solutions, LLC, ("Evergreen") to conduct a comprehensive compensation and classification study, and Evergreen has recommended changes to the City's compensation policies in order to align the City with the current employment market and to promote public service recruitment and retention; and

WHEREAS, Evergreen has recommended the following policy changes (the "Evergreen Policy Recommendations") to the City Council in order to provide for market-competitive compensation and to reduce pay compression within the City service:

- Modify pay ranges from an average of slightly over 100 percent to 65 percent to better align with the job market.
- Provide for progression between each pay grade from 10 percent to 7 percent to allow for more precise placement of classifications within the pay plan to align with the job market.
- Change the number of total steps in the pay plan from 25 to 21 to progress employees to the maximum of their ranges faster.
- Provide for step progression at an annual rate of 2.5 percent to accommodate the modification of pay ranges.
- Implement a methodology to place employees into their new, market competitive pay ranges and to reduce wage compression based on years of service in their current roles and prior City roles.
- Provide that employees will receive step increases each year, as long as their performance is satisfactory.
- Provide for annual cost of living adjustments to the City pay scales based on rates of inflation in a given year.

WHEREAS, the City Council desires to adopt the Evergreen Policy Recommendations;

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

SECTION 1. That the City Council adopts the Evergreen Policy Recommendations by amending Section 12.1 of the *City of Madison Personnel Policies and Procedures*, as provided in Attachment A to this Ordinance.

SECTION 2. That the City hereby adopts revised pay scales and ranges that will provide for market-competitive rates and career progression as articulated in the Evergreen Policy Recommendations for all City employees.

SECTION 3. That the new pay scales and amended policies described in Sections 1-2 of this Ordinance shall take effect with the commencement of the first full pay period of the new Fiscal Year, which begins on October 14, 2024.

SECTION 4. That following the adoption of the budget for Fiscal Year 2025, the Human Resources Department is authorized to update employees' salaries for the new fiscal year according to the classifications, pay ranges, and amounts that Evergreen has recommended for each employee's position.

SECTION 5. That in the event that Evergreen's methodology has determined that an employee's salary is already situated at market or less than 2.5% above market, then if that employee has achieved satisfactory performance in the preceding fiscal year, the Human Resources Department is authorized to enter a minimum one step's worth (2.5%) increase in pay for Fiscal Year 2025 for such employees.

SECTION 6. That the City Council hereby authorizes an appeal process for employees and City management to address any perceived or actual inaccuracies in compensation study results in accordance with the procedures outlined in Attachment B to this Ordinance.

SECTION 7. That the Human Resources Department and Mayor are authorized to manage the appeals process described in Section 6 above.

SECTION 8. That the pay increases authorized pursuant to this Ordinance for each City employee for Fiscal Year 2025 shall be the salaries in effect for employees for the entire fiscal year, unless approved otherwise. Anniversary date step increases as described in Section 12, as amended, shall resume in Fiscal Year 2026.

SECTION 9. That if any clause, phrase, sentence, paragraph, or provision of the hereby-amended Section 12 shall be invalidated by a court of competent jurisdiction, it is the intent of the City Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

SECTION 10. That contingent on the adoption of the new budget for Fiscal Year 2025, this Ordinance shall become effective on October 1, 2024.

READ, PASSED, and ADOPTED this _____ day of September, 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September, 2024.

Paul Finley, Mayor
City of Madison, Alabama

ATTACHMENT A
POLICY 12.1, COMPENSATION

12.1.1 GENERAL PROVISIONS

Policy Statement. The City will determine compensation based on fairness, internal and external equity and budget allocations. Such compensation will be comprised of employee pay and city-provided benefits that will be established and maintained in accordance with the guidelines of this chapter. All sections and guideline provisions are contingent on City Council budget approvals.

Job Descriptions. Department Heads will be responsible for preparing, maintaining, and periodically reviewing and revising (as necessary) job descriptions for each position within their departments.

Council Appointed Department Heads –The Mayor shall forward Job Descriptions for positions appointed by City Council to the Human Resources Committee, who would, after review and approval, take it to the City Council for review and approval.

All Other Job Descriptions – Department Heads shall forward job descriptions for all other positions in the City to the Mayor for his or her review and approval, after recommendation by the Human Resources Director.

Approved job descriptions will follow the standard format of the City and will identify the representative duties and tasks, along with the job-related knowledge, education, skill, and abilities that are required for proper performance of the job. They will include a specific description of essential and secondary job functions. The job description will be used to evaluate each job and to assign each position to the appropriate pay grade in the classification plan.

**Exempt and
Non-Exempt Job
Classifications.**

Each job classification shall be designated as being “exempt” or “non-exempt,” as defined by the Fair Labor Standards Act (FLSA) , 29 U.S.C. § 201, et seq., and its implementing regulations. The job description and/or related job analysis shall be used to designate the appropriate exemption status for the job classification in accordance with the FLSA, as determined by a combination of such factors and guidelines including:

- Weekly pay amount (Note: Part-time employees are classified as hourly for time accounting purposes, regardless of position.);
- Whether the employee performs manual or non-manual work;
- The degree of supervision exercised (compared to other duties);

- The degree and frequency of exercising discretionary authority and independent judgment;
- The level of participation in policy making and related planning;
- Non-routine and non-clerical administrative work involving discretion and independent judgment with respect to matters of significance (in importance and/or consequence).
- The performance of specialized and technical work requiring advanced specialized training, experience and knowledge customarily acquired by a prolonged course of specialized intellectual instruction.

Exempt Employees.

“Exempt” employees are regular full-time employees who are exempt from the overtime requirements of the FLSA. Exempt employees are not entitled to overtime pay or compensatory time off regardless of the number of hours they work during a workweek.

Exempt employees are expected to work the typical workday as other full-time employees in their department, or a schedule determined by the Department Head, typically an average of at least 40 hours per week. Exempt employees may need to work additional hours outside the normal workday to attend meetings, such as Council meetings, etc., or perform other work required for their particular job position. Work schedules and time off from the exempt employee’s regular work schedule must be approved in advance by the Department Head (or Mayor).

Exempt employees are typically paid their full salary for a workweek in which work is performed, in accordance with the FLSA. However, full-day absences or suspensions from work may not be paid and/or will be charged as leave in accordance with the leave policies, as applicable (See Policy Section 11).

An exempt employee’s pay or accrued leave accounts will not be reduced for partial time off in a given workday in accordance with the FLSA, except for certain medical leave in accordance with the Family Medical Leave Act, and applicable non-accrued leave, such as Administrative Leave, Personal Leave, and/or Military Leave.

Consistent with the FLSA, exempt employees’ normal pay will not be deducted for absences occasioned by the employer or the operating requirements of the business. For example, exempt employees’ salary (or leave accruals) will not be deducted for time missed due to business being closed for inclement weather or other reasons determined by the Mayor. However, if the business is open and the employee does not report to work for a full day, his/her pay or qualifying leave accruals can be deducted.

Department Heads may require exempt employees to record and track hours, work a specified schedule, and make up work time lost due to personal absences of less than a day.

**Hourly
(Non-Exempt)
Employees.**

All employees who are not designated as exempt employees (including temporary employees) are classified as non-exempt or hourly employees and are subject to the minimum wage and overtime provisions of the FLSA. Non-exempt employees will be paid for all hours worked (or leave taken in accordance with the Attendance and Leave Policy Section 11) per pay period. Hours worked outside of standard scheduled work hours are approved by management. Regardless, if an employee is suffered or permitted to work outside of their regular shift, the employee shall include that time as time worked on their timesheet. Such pay will be based on the hourly rate (or overtime rate) of pay for the job, as established by the approved classification and pay plan and any applicable, adjusted hourly rate calculations as required by FLSA.

**Pay Compliance
Inquiries. (FLSA)**

If an employee suspects he/she was not properly paid for any period of time, and/or if he/she receives a paycheck in which he/she thinks deductions have been impermissibly made for time not worked during the preceding pay period, he/she MUST submit concerns in writing to the Director of Human Resources for review. The City will review the deductions in light of the FLSA, and will determine whether the deductions taken were permissible and/or whether the payments made were proper. In the event that deductions taken are impermissible or the employee was otherwise improperly paid, the employee will be reimbursed for the improper salary deduction and/or corrections made, as applicable. The City will continue to make a good faith effort to comply with the FLSA regarding exempt employee salary deductions and general payment obligations.

**Classification
Plan.**

Classification plans shall be maintained using the approach that, insofar as practicable, jobs that are comparable in responsibility, scope, complexity, required education, knowledge, skill, and ability may be assigned to a comparable pay grade, while balancing adjustments for internal equity, budget considerations and external factors, such as

- **external competition for skills;**
- **recruiting challenges;**
- **difficulty to backfill;**
- **turnover and applicant data, and**
- **risk, cost and consequences of turnover.**

The classification plans shall contain a sufficient number of pay grades to adequately and fairly distinguish differences among jobs assigned to the plans. The assignment of jobs to pay grades contained in the plans shall be made through the evaluation of each job by Human Resources based on a job description for the position. Based on recommendation by the Human Resources Director and approval by the Mayor, revisions to the classification plans must be presented by the Human Resources Committee for City Council approval after the Department Head or Human Resources completes the standard process and forms. Pay plan reclassifications for existing positions will normally be considered at least two months before the budget preparation process begins, except in unique situations requiring more timely changes for business reasons, initiated by the Mayor or Human Resources.

If the Human Resources Committee's evaluation of an existing position on the City's classification plan results in a lower job grade than the grade the position is currently assigned, the position's grade will not be adjusted until the position is vacant. However, the grade will be adjusted prior to filling the position based on the approval of City Council.

The City Council has adopted four Pay Plans, including subsequent Pay Guidelines: 1) Sworn Police Officers; 2) Certified Firefighter Personnel; 3) General, Including All Other Classified City Employees; and 4) Department Heads and Aides.

Pay Plans.

City Pay Plans have been established by the City Council and will be used in conjunction with the approved classification plans to determine the pay for all unclassified, classified, and temporary service employees. The pay plans establish a minimum and maximum pay range for each pay grade contained in the classification plan.

The Pay Plans shall be reviewed periodically by Human Resources and the Mayor, and recommendations may be made for adjustments based on **budget availability, external competition for skills, turnover and applicant data.**

The Pay Plans are subject to adjustment or modification by the City Council.

Annual COLA. In order to minimize the effects of economic inflation on City employees' salaries, at the beginning of each fiscal year, all City pay rates shall be increased to account for inflation that has occurred in the preceding fiscal year.

The cost-of-living adjustment shall be equal to the Consumer Price Index for Wage Earners & Clerical Workers for “All Items” from the third quarter of the previous year to the third quarter of the current year, as determined by the U.S. Department of Labor, Bureau of Labor Statistics. The City may use the U.S. City Average or the average for the Southeastern U.S. to set the COLA for the new fiscal year.

Inflation adjustments remain subject to City Council budget authorization each year. When the national economy experiences rates of inflation exceeding 5%, the City may select a lower cost of living adjustment rate for a given year. Conversely, if deflation has occurred in a given year, pay rates shall not be reduced.

Reassignments (Non-Promotion).

When an employee is transferred to an equivalent (Grade) position, the employee's base pay level will remain approximately the same as before reassignment. When an employee is demoted or transferred to a job with a lower grade, the employee's pay will be established at the grade of the new position, at the same step he/she was at prior to the transfer. All pay adjustments for employee reassignments will be recommended by the Department Head who must complete all Human Resources required paperwork (Change of Status Form) for such changes, and all proposed adjustments will be submitted to the Mayor for approval before becoming effective.

When an employee is hired from a General Classification position to a certified Police or Fire position, the employee's starting pay in the new position will follow guidelines of a new employee. When a certified Police or Fire classified employee is transferred or hired to a General Classification position the Department Head and Human Resources, with approval by the Mayor, will determine the pay on the different plan and determine if it is considered a transfer, demotion or promotion on a rare, case by case basis.

Acting Pay/ Working Out of Classification

If an employee, through the direction of the Department Head or Mayor is temporarily assigned the responsibility of performing the majority of the duties normally performed by another employee in a higher classification, that employee may, after a reasonable time period as determined by the Department Head or Mayor, receive temporary compensation at the grade

of the temporary acting position at a step between 5% to 10% above the pay of their regular position, unless to get on the proper grade, at Step 1, would equate to more than 10%.

Pay will be changed the beginning of the following pay period after all required paperwork has been submitted to Human Resources and would not be changed back until the beginning of a new pay period.

However, in the event the temporary vacancy or absence becomes a permanent vacancy, the Department Head shall consider all qualified and eligible applicants or candidates, and the position will be posted according to current staffing procedures. Experience in a temporary assignment will in no way guarantee promotion into a position should one become available.

The following are provisions for temporary appointment and compensation:

- a) A temporary vacancy or absence must exist within the department due to the absence of a regular full-time employee;
- b) As determined by the Department Head, a temporary out-of-class appointment must be necessary for the efficient operation of the department (NOTE: If an employee's regular position requires serving on the behalf of their immediate manager, such as an Assistant Director to a Department Head for example, that employee may not typically be considered to be working out of classification, since it would be part of his/her regular job requirements, unless it is for an extended period of time);
- c) The Department Head shall have the discretion to designate which employee, if any, shall be assigned and for what duration an employee may serve;
- d) An employee will not be eligible for additional compensation under this policy until the beginning of the following pay period after the temporary assignment AND all required paperwork has been submitted to Human Resources. The employee temporarily assigned to a higher classification, shall receive compensation equal to the grade established for the temporary classification. Upon completion of the temporary assignment, the employee's pay will revert to his/her regular pay at the beginning of a new pay period. Department Heads must submit a Classification Change Request Form for each change (to Acting, and to return to regular position) prior to the beginning of the pay period.

If an employee temporarily works in a position with a lower grade, the employee's pay rate will not change.

**Anniversary
Dates.**

An employee's anniversary date (date of employment/hire) will be used to determine eligibility for pay increases, leave accruals, and other areas, which are related to an employee's years of service.

If an individual is separated and is later reemployed to a regular full-time position, the new anniversary date will be established as the employee's new hire/rehire date as a "new employee", unless the employee is reemployed to the last position he/she left within 30 days. In that case, the pay, accrual rates and remaining sick leave balance would be the same as when the employee left, and the employee would not be considered a "new employee".

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12.1.2 CLASSIFIED SWORN OFFICERS PAY PLAN GUIDELINES

The Sworn Officers Pay Plan of the City of Madison, as adopted by City Council, includes grades and steps of established wages or annual salary for all Sworn Officer positions except unclassified employees.

**Grades,
Purpose.**

————The grades of the Pay Plan are used for adequately and fairly distinguishing differences among positions assigned to the Plan. The Pay Plan, as established, includes a ~~ten-seven~~ percent (~~107~~%) differential between each grade.

**Steps,
Purpose.**

The steps of the Pay Plan ~~may shall~~ be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, ~~includes varying percentage differentials between each step (4% for the beginning of the plan steps, and 3% after Step 10 provides for a two and one half percent (2.5%) differential between each step.~~ An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

**New Patrol
Officer
Employees.**

————New Patrol Officer employees will generally be hired at the pay or salary at the first step for the grade. ~~For Patrol Officers, the first step is considered Step 3 on the pay scale, due to recruiting challenges. On the pay period following adoption of this policy change, all current Patrol Officers (and personnel promoted from title of Patrol Officer to another certified Police position in fiscal year 2020) shall be adjusted accordingly within the pay scale.~~

————If a terminated employee is re-employed to the position he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, “Anniversary Dates.”

New employees with three (3) or more years of continuous full-time Alabama Peace Officers’ Standards and Training Commission (APOSTC) certified law enforcement employment shall be hired above the minimum rate. New employees from another state must have three (3) or more years of continuous full-time certified law enforcement employment with a current Peace Officers Standards and Training certificate from another state to be hired above the minimum rate, as long as they meet the following criteria: 1) their certification must be in good standing 2) they must comply with APOSTC Administrative Code; and 3) they must have had less than two (2) years break in serve at the time of hire with the City.

Full Years of APOSTC Certified Experience Hiring Step

3 Years, But Less Than 5	1 Additional Step
5 Years, But Less Than 7	2 Additional Steps
More than 7 Years	3 Additional Steps

**Other Sworn
APOST Officers**

Other new APOST certified employees (other than Patrol Officers) will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is reemployed to the position he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, “Anniversary Dates.”

With the recommendation of the Human Resources Director and final approval of the Mayor, other new sworn employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted amount for the position, and based on extraordinary credentials, qualifications, or other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

**Performance
Increase
Procedures.**

Employees who receive overall satisfactory performance ratings during a given year shall receive a one-step increase for the following year. The pay increase shall be effective starting at the beginning of the pay period immediately following the employee’s anniversary date, provided that the Human Resources Department receives all required performance documentation. — One-step increases may be based on Satisfactory PERFORMANCE and may be effective the pay period following the date all required documentation is received in Human Resources, following the employee’s anniversary date. Performance increases are not automatic; they also require a determination (using an objective, behaviorally-based performance evaluation using the performance evaluation system) that the service of the employee has been “satisfactory” (fully meets the performance expected for the total position) during the previous evaluation period (conducted at the end of each fiscal year). However, probationary employees shall be evaluated on their anniversary date.

**Merit
Increases.**

Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

**Promoted
Employees.**

The pay for promoted sworn officers will be increased to the grade of the new position, at the same step he/she was at prior to the transfer.

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12.1.3 CERTIFIED FIREFIGHTER PAY PLAN GUIDELINES

The adopted Certified Firefighter Pay Plan of the City of Madison includes grades and steps of established wages or annual salary for all Certified Firefighter positions except unclassified employees.

Grades,
Purpose.

The grades of the Pay Plan are used for adequately and fairly distinguishing differences among positions assigned to the Plan.

Steps,
Purpose.

The steps of the Pay Plan ~~may~~ shall be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, includes a ~~three-two and one half~~ percent (2.53%) differential between each step. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

New Firefighter
Level Employees.

New Firefighter Level employees will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is reemployed to the position he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, “Anniversary Dates.”

New employees with continuous paid professional firefighter experience, ~~and who are currently certified or certifiable as acurrent~~ professional firefighter, level ~~I/II one~~, certification by the Alabama State Personnel and Standards Commission, ~~and national registry EMT certification shall may~~ be hired at above the minimum rate, as follows:

<u>Full Years of Professional Certified Firefighter Experience</u>	<u>Hiring Step</u>
3 Years, But Less Than 5	Step 2
5 Years, But Less Than 7	Step 3
More than 7 Years	Step 4

Other New
Employees

Other new certified employees (~~other than Firefighter~~) will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is reemployed to the position he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, “Anniversary Dates.”

With the recommendation of the Human Resources Director and final approval of the Mayor, other new certified employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted

amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted amount for the position, and based on extraordinary credentials, qualifications, or other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

**Performance
Increase
Procedures.**

Employees who receive overall satisfactory performance ratings during a given year shall receive a one-step increase for the following year. The pay increase shall be effective starting at the beginning of the pay period immediately following the employee's anniversary date, provided that the Human Resources Department receives all required performance documentation. ~~One-step increases may be based on Satisfactory PERFORMANCE and may be effective the pay period following the date all required documentation is received in Human Resources, following the employee's anniversary date.~~ Performance increases are not automatic; they also require a determination (using an objective, behaviorally-based performance evaluation using the performance evaluation system) that the service of the employee has been "satisfactory" (fully meets the performance expected for the total position) during the previous evaluation period (conducted at the end of each fiscal year). However, probationary employees shall be evaluated on their anniversary date.

**Merit
Increases.**

Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

**Promoted
Employees.**

The pay for promoted certified firefighters will be increased to the grade of the new position, at the same step he/she was at prior to the transfer.

12.1.4 GENERAL CLASSIFIED EMPLOYEES PAY PLAN GUIDELINES

The adopted General Classified Pay Plan of the City of Madison includes grades and steps of established wages or annual salary for all City positions except unclassified employees, Classified Sworn Officers and Certified Firefighters. The pay of each employee to whom the Pay Plan is applicable is established in accordance with the appropriate grade and step in the Plan.

**Grades,
Purpose.**

The grades of the Pay Plan will be used for adequately and fairly distinguishing differences among positions assigned to the Plan. The Pay Plan, as established, includes a ~~ten-seven~~ percent (~~107~~%) differential between each grade.

**Steps,
Purpose.**

The steps of the Pay Plan ~~may~~ shall be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, includes a ~~three-two and one half~~ percent (~~2.53~~%) differential between each step. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

New Employees.

New employees will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is re-employed to the position he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, “Anniversary Dates.”

With the recommendation of the Human Resources Director and final approval of the Mayor, new employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted amount for the position, and based on extraordinary credentials, qualifications, or other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

**Performance
Increase
Procedures**

Employees who receive overall satisfactory performance ratings during a given year shall receive a one-step increase for the following year. The pay increase shall be effective starting at the beginning of the pay period immediately following the employee’s anniversary date, provided that the Human Resources Department receives all required performance documentation. One-step increases may be based on Satisfactory PERFORMANCE and may be effective the pay period following the date all required documentation is received in Human Resources, following the

~~employee's anniversary date.~~

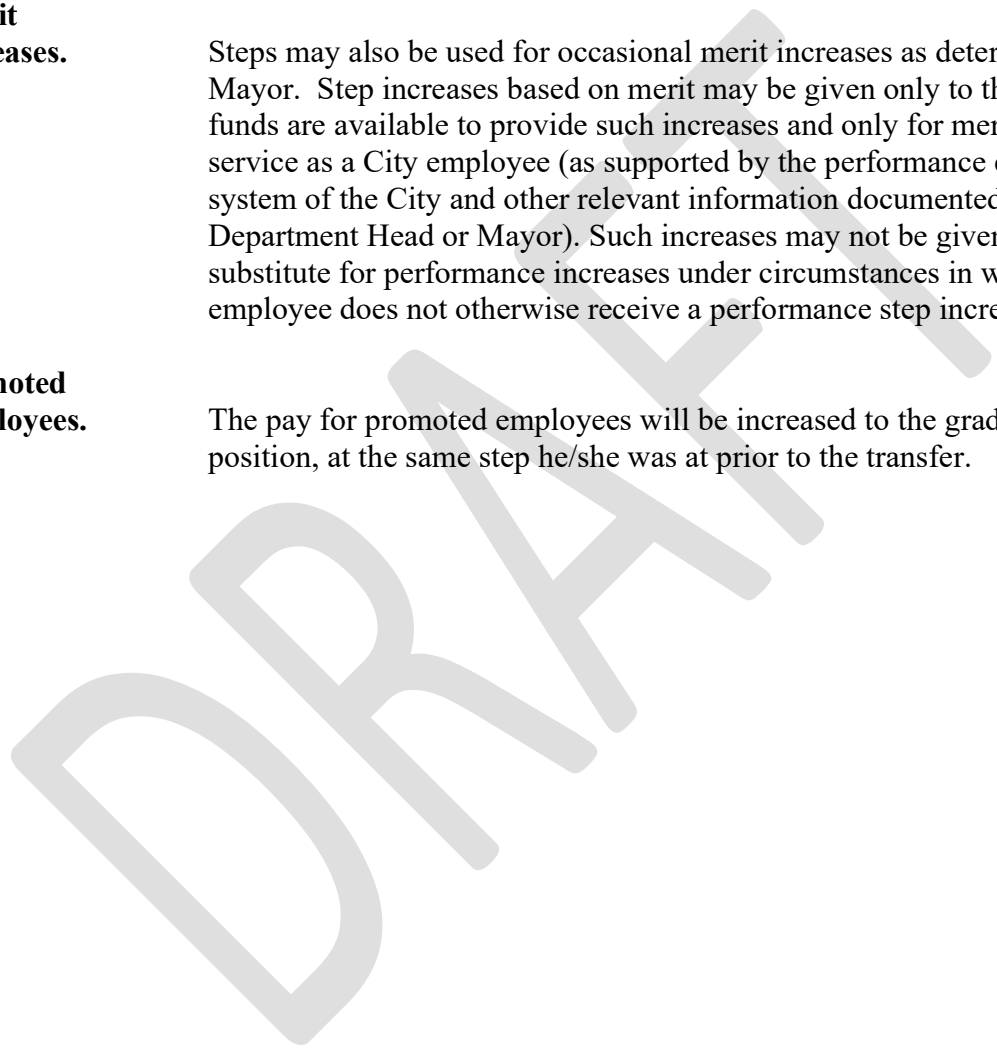
Performance increases are not automatic; they also require a determination (using an objective, behaviorally-based performance evaluation using the performance evaluation system) that the service of the employee has been "satisfactory" (fully meets the performance expected for the total position) during the previous evaluation period (conducted at the end of each fiscal year). However, probationary employees may be evaluated on their anniversary date.

**Merit
Increases.**

Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

**Promoted
Employees.**

The pay for promoted employees will be increased to the grade of the new position, at the same step he/she was at prior to the transfer.



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ATTACHMENT B

COMPENSATION STUDY RESULTS APPEAL PROCESS

A. Purpose:

In order to conclude the City's 2023-2024 compensation study, the City will provide an opportunity for employees to address any perceived or actual inaccuracies pertaining to individual salary adjustments. This process will be available for a limited time.

B. Who Can Appeal:

Employees who wish to appeal shall make appeals on an individual basis.

C. Basis for Appeal:

The grounds for disagreement with the salary adjustment recommended by the compensation study consultant must be based on and limited to resolution of any errors that may have occurred in calculating salaries based on the compensation study results and methodology.

Grounds for appeal include concerns of inaccurate evaluation of the following data points:

- Employee's job title, description, and duties.
- Employee's years of service to the City.
- Application of Evergreen market research and methodology.

For the purpose of this appeal process, the following factors will **not** serve as a basis for appeal:

- Comparisons to other employees, positions, or departments.
- Independent market research.
- Performance record.
- Personal matters.

D. Evaluation of an Appeal:

When resolving an appeal, City management will limit evaluation to the written record, factors listed above in Section C of this document, research provided by Evergreen Solutions, and Department Head feedback based on the same factors.

E. Appeal Process:

- **1. Employee Appeal Request:**
 - A. Timing: If employees wish to appeal, then they must submit a written appeal request within ten (10) business days after receipt of written notice of the salary recommendation made by the compensation study. *For purposes of counting days, Day 1 shall be the day after the salary adjustment notice date.*

- B. Format: Employees shall use the designated appeal form provided by H.R., and they shall turn in the form to their Department Heads. Employees must state and explain both a basis for appeal and a request for resolution. The employee must completely fill out, sign, and date the form.
- **2. Department Head Review:**
 - Within ten (10) business days of receipt of an employee’s appeal, the Department Head will review the request and provide a written statement to the Human Resources Director on the reasons for agreement, disagreement, or modification of the employee’s appeal request (*Day 1 will be the day after the Department Head receives the appeal notice form*).
- **3. HR Director Review:**
 - The H.R. Director will review the employee’s request and the Department Head’s recommendation in consultation with Evergreen Solutions and make recommendations to agree, disagree with, or modify the Department Head’s recommendation.
 - The H.R. Director will forward recommendations to the Mayor within fifteen (15) business days or as soon as reasonably possible (*Day 1 will be the day after the H.R. Director receives an appeal form from a Department Head*).
- **4. Mayor Review:**
 - The Mayor shall review the H.R. Director’s recommendations and will respond within twenty (20) business days of his receipt of H.R.’s recommendations to his office.
 - The Mayor’s decision shall be final. H.R. will communicate this decision to Department Heads and employees who have appealed.

F. Limitations:

This appeal process has been established for the limited purpose of reviewing compensation study determinations arising from the research and recommendations of the compensation study conducted by the H.R. Department and Evergreen Solutions.

This process is **not** a grievance appeal. Section 10.1 of the City’s Personnel Policies and Procedures states that the grievance procedure will not be used for “matters challenging the content of classification, pay, compensation, leave, and related personnel rules and regulations.”

This process will **not** include a right to a hearing, legal counsel, or other representation.

Following the Mayor’s review and decision, no further action will be taken on an employee’s appeal of the compensation study recommendation or its implementation.

G. Salary Adjustments:

Salary adjustments shall take effect as provided in Ordinance No. 2024-241, regardless of an employee's intent to appeal. If the Mayor approves an employee's appeal request, then any resulting changes will take effect starting on the first day of the next pay period following resolution. Back pay will not be provided for the time that the appeal is pending.

ORDINANCE NO. 2024-240

AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 7A & 7D OF WANN PROPERTY SUBDIVISION PHASE 4

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 **County Line Road LLC & Maund Family LLC**, requesting the vacation of a portion of a utility & drainage easement located within Lot 7A & 7D of Phase 4 of Wann Property Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

A 10 FT WIDE UTILITY AND DRAINAGE EASEMENT BETWEEN LOTS 7A AND 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ½ INCH CAPPED IRON PIN STAMPED “MORELL ENG CA-742-LS” FOUND AT THE NORTHEAST CORNER OF LOT 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA, SAID FOUND PIN BEING ON THE WESTERN RIGHT-OF-WAY FOR FIELD VIEW LANE; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 89 DEGREES 11 MINUTES 58 SECONDS WEST AT A DISTANCE OF 15.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HERIN DESCRIBED EAEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOTH 00 DEGREES 54 MINUTES 28 SECONDS WEST AT A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN NROTH 89 DEGREES 11 MINUTES 58 SECONDS WEST AT A DISTANCE OF 395.09 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 53 MINUTES 50 SECONDS EAST AT A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 11 MINUTES 58 SECONDS EAST A DISTANCE OF 395.10 FEET TO A POINT; THENCE RUN SOTUH 00 DEGREES 54 MINUTES 28 SECONDS WEST AT A DISTANCE OF 5.00 FEET AND BACK TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINS 3951 FEET (0.09 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 **County Road LLC & Maund Family LLC** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of August 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF 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 utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **County Line Road LLC & Maund Family LLC**, (hereinafter referred to as “Grantees”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Limestone County, Alabama, to-wit:

STATE OF ALABAMA
 COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

A 10 FT WIDE UTILITY AND DRAINAGE EASEMENT BETWEEN LOTS 7A AND 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ½ INCH CAPPED IRON PIN STAMPED “MORELL ENG CA-742-LS” FOUND AT THE NORTHEAST CORNER OF LOT 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA, SAID FOUND PIN BEING ON THE WESTERN RIGHT-OF-WAY FOR FIELD VIEW LANE; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 89 DEGREES 11 MINUTES 58 SECONDS WEST AT A DISTANCE OF 15.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HERIN DESCRIBED EAEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOTH 00 DEGREES 54 MINUTES 28 SECONDS WEST AT A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN NROTH 89 DEGREES 11 MINUTES 58 SECONDS WEST AT A DISTANCE OF 395.09 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 53 MINUTES 50 SECONDS EAST AT A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 11 MINUTES 58 SECONDS EAST A DISTANCE OF 395.10 FEET TO A POINT; THENCE RUN SOTUH 00 DEGREES 54 MINUTES 28 SECONDS WEST AT A DISTANCE OF 5.00 FEET AND BACK TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINS 3951 FEET (0.09 ACRES), MORE OR LESS.

TO HAVE AND TO HOLD to said Grantees, their heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of August, 2024.

*Quitclaim Deed
 Lots 7A & 7D, Wann Property Subdivision Phase 4, U&D VOE
 Page 1 of 2*

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

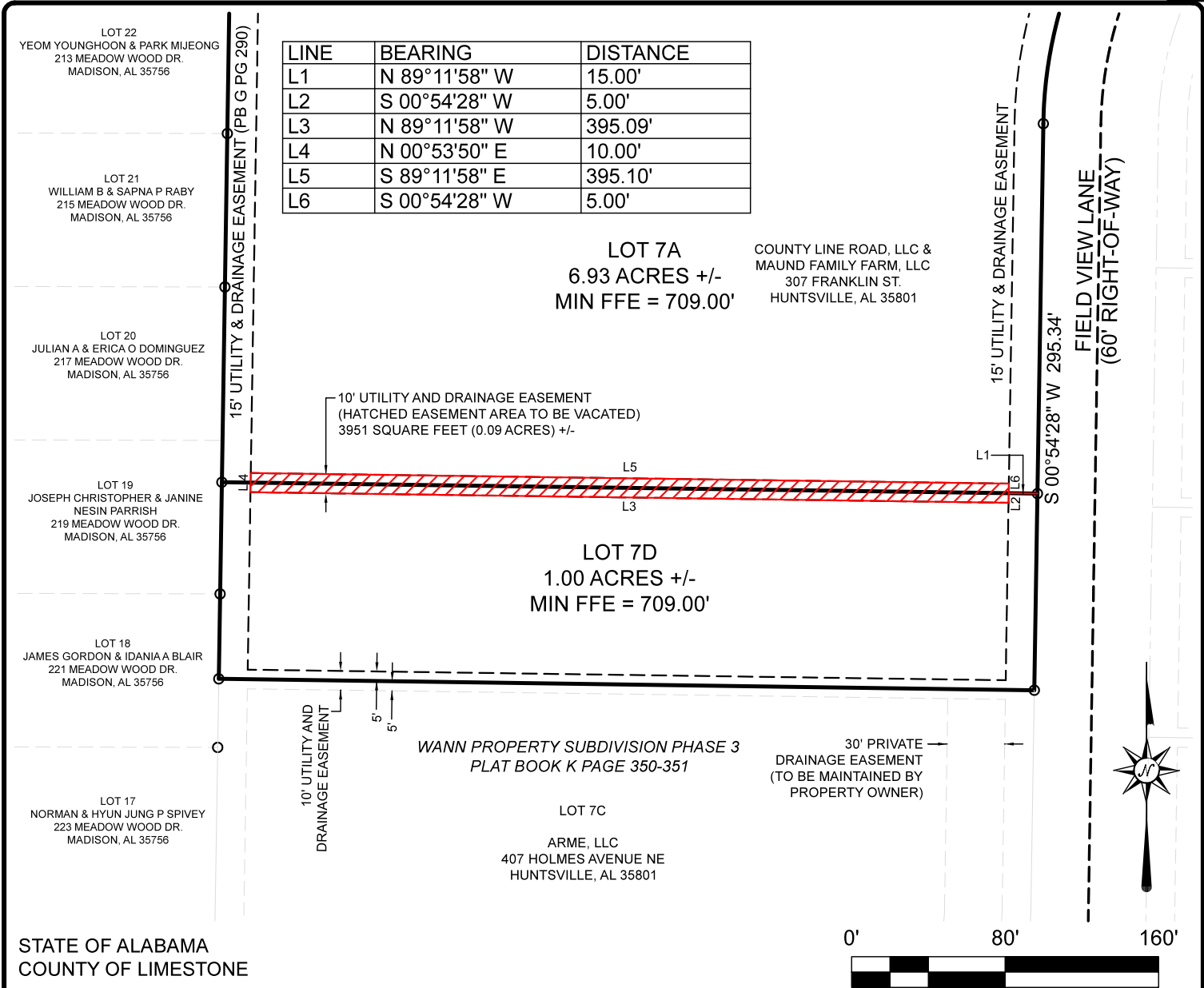
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

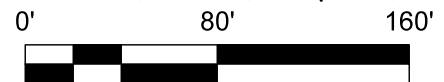
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who 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 2024.

Notary Public



STATE OF ALABAMA
COUNTY OF LIMESTONE

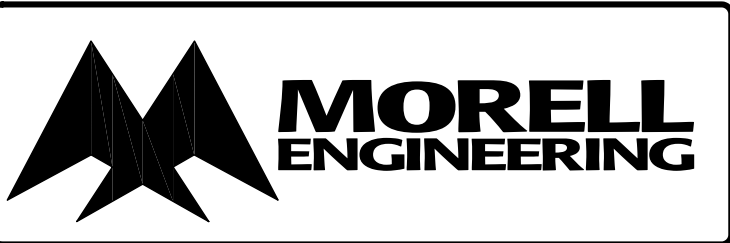


A 10 FT WIDE UTILITY AND DRAINAGE EASEMENT BETWEEN LOTS 7A AND 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS" FOUND AT THE NORTHEAST CORNER OF LOT 7D OF WANN PROPERTY SUBDIVISION PHASE 4 AS RECORDED IN PLAT BOOK L PAGES 73-74 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA, SAID FOUND PIN BEING ON THE WESTERN RIGHT-OF-WAY FOR FIELD VIEW LANE; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 89°11'58" WEST AT A DISTANCE OF 15.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 00°54'28" WEST AT A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN NORTH 89°11'58" WEST AT A DISTANCE OF 395.09 FEET TO A POINT; THENCE RUN NORTH 00°53'50" EAST AT A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 89°11'58" EAST AT A DISTANCE OF 395.10 FEET TO A POINT; THENCE RUN SOUTH 00°54'28" WEST AT A DISTANCE OF 5.00 FEET AND BACK TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINS 3951 SQUARE FEET (0.09 ACRES), MORE OR LESS.



EASEMENT VACATION
for
WANN PROPERTY SUBDIVISION PHASE 4

SCALE: 1" = 80'	DRAWN BY: CHS	PROJ. NO. 24-0076
DATE: 05/21/2024	CHECKED BY: WTM	SHEET NO. 1

RESOLUTION NO. 2024-286-R

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

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

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

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

SECTION 1. A public hearing will be held by the City Council on October 14, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

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

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 26th day of August 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 26th day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the *Madison County Record* on September 4, 2024

Attachment A

PROPOSED ORDINANCE NO. 2024-205

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

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

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

STATE OF ALABAMA
LIMESTONE COUNTY

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

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

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

CONTAINING 89.27 ACRES MORE OR LESS.

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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this _____ day of _____, 2024.

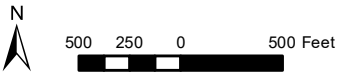
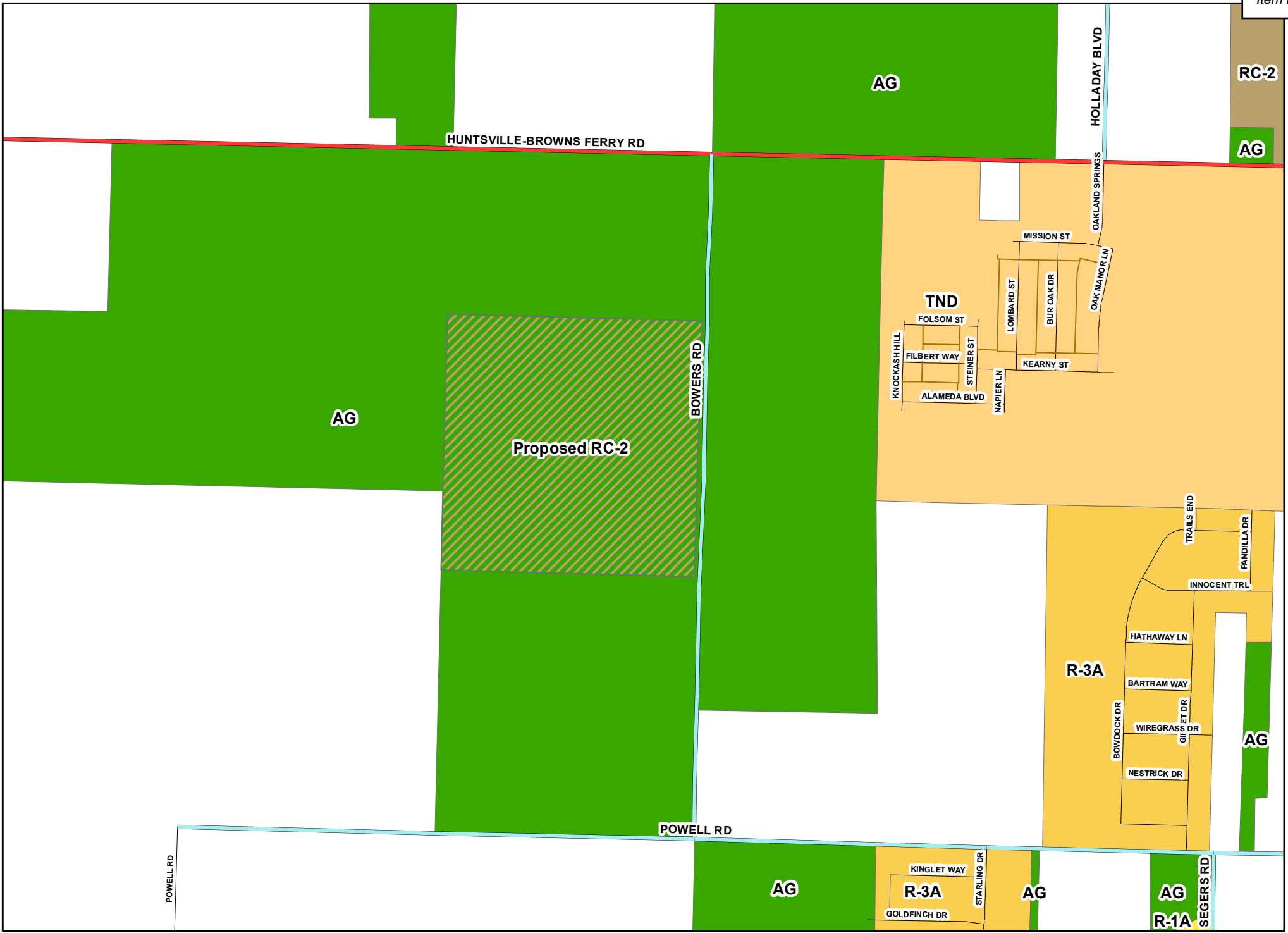
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of _____, 2024.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Rezoning: AG to RC-2

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

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

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by 2 The Point, Inc, the City Council of the City of Madison, Alabama, will hold a public hearing on the 14th day of October, 2024, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

STATE OF ALABAMA
 LIMESTONE COUNTY

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

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

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

CONTAINING 89.27 ACRES MORE OR LESS.

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 4th day of September 2024.

DATED at Madison, Alabama, this 11th day of September 2024.

Ranae Bartlett, *Council President*
City of Madison, Alabama

RESOLUTION NO. 2024-257-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, LLC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Halliburton Surveying & Mapping, LLC, for boundary and topographic surveying services for a survey along Town Madison Park, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of August 2024.

Greg Shaw, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2024.

Paul Finley, Mayor
City of Madison, Alabama



Halliburton Surveying & Mapping, Inc.

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

Physical Address:
412 Governors Dr SW
Huntsville, AL 35801

August 8, 2024

Attention: City of Madison Park & Recreation
8324 Madison Pike
Madison, AL 35758
Attn.: Mr. Kory Alfred

Reference: Town Madison Pickleball Courts
Madison, Alabama

Mr. Alfred:

As requested, please find the enclosed proposal for professional services associated with a Specific Purpose Survey with options for a Boundary Tie, Boundary Survey, and Topographic survey of the Town Madison Pickleball Courts.

Feel free to contact me should you have any questions and/or comments. Thanks again for the opportunity.

Best regards,

Halliburton Surveying & Mapping, Inc.

A handwritten signature in black ink that reads "Elijah K. Dodd".

Elijah K. Dodd, P.L.S.

Project Manager

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made by and between **HALLIBURTON SURVEYING & MAPPING, INC.**, an Alabama corporation (“Surveyor”), and **CITY OF MADISON PARKS & RECREATION** (“Client”) as of this _____ day of _____ in the year _____.

RECITALS

WHEREAS, Surveyor is in the business of surveying real property; and

WHEREAS, subject to the terms and conditions of this Agreement, Client desires Surveyor to provide the services set forth on Attachment A;

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

Article 1 Scope of Services.

Surveyor shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Surveyor shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.

Article 2 Payment for Services.

Client shall compensate Surveyor for services rendered according to the Fee Schedule (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with the Fee Schedule.

Article 3 Payment Terms.

Client agrees to pay all fees within 30 days of the date of the invoice. Balanced more than 10 days overdue will be assessed an interest rate of 1% per month. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs and reasonable attorneys’ fees involved in or arising out of collecting any unpaid or past due balances.

Article 4 Modifications and Adjustments.

If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Surveyor, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Surveyor and Client.

Article 5 Indemnification.

The Client shall indemnify, defend, and hold harmless Surveyor from all losses, damages, costs and expenses which Surveyor may suffer or sustain which result from acts or omissions of the Client, its contractors, agents, employees or any other persons (except Surveyor’s own employees and agents) at the site.

Article 6 Limitation of Liability.

LIABILITY OF SURVEYOR, IF ANY, AS A RESULT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES PAID BY THE CLIENT TO SURVEYOR DURING THE PERIOD OF THIS AGREEMENT. SURVEYOR WILL NOT BE LIABLE FOR DAMAGES WHICH ARE INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SURVEYOR HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES INCLUDE, BUT MAY NOT BE LIMITED TO, SUCH ITEMS AS LOSS OF PROFITS, LOSS OF INCOME, DAMAGES TO BUSINESS REPUTATION.

Article 7 Rights and Benefits.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Surveyor, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Surveyor and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Surveyor in conjunction with the services provided under this Agreement shall remain the sole property of Surveyor.

Article 8 Applicable Law .

The terms and conditions of this Agreement shall be governed by the law of the State of Alabama without regard to conflicts of law principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in the city of Huntsville and County of Madison, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CLIENT

CITY OF MADISON PARKS & RECREATION

By: _____

Print: _____

Title: _____

Date: _____

SURVEYOR

HALLIBURTON SURVEYING & MAPPING, INC.



By: _____

Print: Elijah Dodd

Title: Project Manager

Date: 8/8/2024

This agreement offer will expire in 10 days, unless signed and received from Client.

ATTACHMENT A

BASE SCOPE – SPECIFIC PURPOSE SURVEY

1. Specific Purpose Survey limits shown on Attachment C in purple/magentas lines. Specific Purpose Survey will include the horizontal positions of features onsite but will not include vertical information and/or topography of site.
2. Depict utilities as based on onsite observed evidence, utility maps as supplied by utility authorities & client, and per AL811 utility locate ticket.
 - a. Surveyor will contact 811 to request underground utility locates, however, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Wherein additional or more detailed information is required, the client is advised that excavation and/or private utility locate request may be necessary.
3. Depict observed improvements as they enter the ground.

OPTION 1 – PRIVATE UTILITY LOCATE

- a. Surveyor will provide Private Utility Locate/Ground Penetrating Radar for the survey area outlined and shaded in magenta as shown on Attachment C hereof. Surveyor will utilize GPR and a multi frequency cable and pipe locator will identify the presence of the utilities on the property. Once the underground utilities lines are identified, then they will be marked directly on the surface with marking paint. Surveyor will then locate each mark and add it to the survey.
- b. Client understands that the survey does not guarantee the correct location of any utilities or location of all utilities. The only way to guarantee the physical location of any utility is to expose the utility by excavation. No optional scopes herein include the excavation of any utilities. Survey will provide technicians and technology, such as Ground Penetrating Radar (GPR), a non-radiation technology designed specifically for this purpose and a multi frequency cable and pipe locator. Surveyor will employ a GPR unit consisting of a dual frequency antenna. Surveyor will also employ a Leica DD Smart multi frequency pipe and cable locator manufactured by Leica Geosystems. Individuals being provided are experienced technicians, have previous experience in performing similar tasks and are NULCA certified.

OPTION 2 – TOPOGRAPHIC SURVEY

1. Topographic survey of survey limits as depicted on Attachment C being purple/magenta lines.
 - a. Survey shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
 - b. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83) and the North American Vertical Datum of 1988 (NAVD 88) using the

latest Geoid.

- c. The Topographic Survey shall depict and include the following information:
 - i. A 50 foot grid or less depending on the site.
 - ii. Location of all observed improvements, including but not limited to, paving, sidewalks, curb and gutter, paving, fences, ditches, and rip rap.
- d. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
- e. Depict FEMA flood zone information from the current FEMA Maps.

OPTION 3 – BOUNDARY TIE

1. Limited Boundary tie of Lot 2 (south and west lines of Lot 2) according to Hexagon Park Phase I as recorded in Plat Book 2022, Page 42, in the Office of the Judge of Probate of Madison County, Alabama.
 - a. Surveyor to research the current deed of record as referenced per the Madison County Tax Assessor Office for the sources of survey
 - i. Depict recorded easement(s) on the face of the survey if listed as specific exceptions on said deeds of record

OPTION 4 – BOUNDARY SURVEY

1. Boundary survey of Tax Parcel PINs 578759 and 578760 being Lots 2 and 4 of Hexagon Park, Phase I as recorded in Plat Book 2022, Page 492 in the Office of the Judge of Probate of Madison County, Alabama. Lots included in boundary survey on are shown and shaded in red on Attachment D hereof.
 - a. Survey shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
 - b. Survey information shall be placed on the Alabama West Zone State Plane Coordinate System (NAD 83).

GENERAL ASSUMPTIONS AND REQUIREMENTS:

- Client has secured rights-of-entry to subject property and adjoining property to perform the work as requested within the scope of this project and that Surveyor may enter the subject properties as well as the adjoining properties without further notice if this agreement is executed.
- Deliverable sheet size shall be 24" x 36".
- Deliverable will also include and AutoCAD and/or Civil 3D .dwg.

EXCLUSIONS FROM SURVEY:

- Formal title research
- Private utility locating services
 - Unless Option 1 is accepted below.
- Any contractual adherence to governing laws other than the State of Alabama.
- Any activities not associated within the Scope of Services as defined herein above.
- Formal boundary survey.
- Subdivision Platting
- Location of Trees, sprinkler heads, etc.
- Construction layout
- Elevation Certificates

BASE SCOPE SCHEDULE:

1. Surveyor is expected to begin work within approximately 1-2 weeks upon receipt of this executed agreement and/or written authorization of Notice to Proceed (NTP). For planning purposes, Surveyor has prepared the following milestone estimated schedule.
 - a. Estimated 70% complete survey submittal at 2-3 weeks from NTP.
 - b. Estimated 100% complete survey submittal at 4 weeks from NTP

Schedule is subject to possible delays not controllable by the Surveyor, such as, but not limited to, delays by inclement weather, arrangement of proper onsite access, COVID-19 or other pandemics, and receipt of the Title Commitment and supporting documentation, etc.

ATTACHMENT B

FEE SCHEDULE

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

FIXED FEE

BASED SCOPE: LUMP SUM - \$3,600.00

OPTION 1: LUMP SUM - \$1,800.00 _____ *initial here for client approval of option*

OPTION 2: LUMP SUM - \$800.00 _____ *initial here for client approval of option*

OPTION 3: LUMP SUM - \$400.00 _____ *initial here for client approval of option*

OPTION 4: LUMP SUM - \$4000.00 _____ *initial here for client approval of option*

Note: Surveyor and Client both agree that in the unlikely event of stop-work for the project, that the Client understands and agrees that the Surveyor may invoice for the estimated completion percentage of the project at the time the stop-work determination is made.

Any services requested in additional to the Scope defined hereinabove shall be subject to an Hourly Fee Schedule and reimbursable expenses. Our 2024 standard rates are defined as follows:

<i>Principal Land Surveyor</i>	<i>\$200 / hour</i>
<i>Senior Project Manager</i>	<i>\$170 / hour</i>
<i>Project Manager</i>	<i>\$150 / hour</i>
<i>Project Land Surveyor</i>	<i>\$135 / hour</i>
<i>Assistant Project Manager.....</i>	<i>\$130 / hour</i>
<i>Land Surveyor-in-Training (LSIT).....</i>	<i>\$115 / hour</i>
<i>Survey CAD Technician.....</i>	<i>\$105 / hour</i>
<i>Drone & Laser Scanning Software Processor....</i>	<i>\$150 / hour</i>
<i>Intern/Co-op</i>	<i>\$80 / hour</i>
<i>Administrative or Courier</i>	<i>\$75 / hour</i>
<i>*1-Man Field Survey Crew</i>	<i>\$155 / hour</i>
<i>*2-Man Field Survey Crew.....</i>	<i>\$190 / hour</i>
<i>*3-Man Field Survey Crew.....</i>	<i>\$225 / hour</i>
<i>Private Utility Locating.....</i>	<i>\$1,100 / half day (minimum)</i>
<i>Survey-grade aerial LiDAR sensor.....</i>	<i>\$3,700 / half day (minimum)</i>
<i>**Terrestrial Laser Scanning</i>	<i>\$1,500/ half day (minimum)</i>
<i>Printing Black & White (11" x 17").....</i>	<i>\$0.90 / sheet</i>
<i>Printing Black & White (24" x 36").....</i>	<i>\$3.90 / sheet</i>
<i>1/2 inch x 18 inch rebar.....</i>	<i>\$2.80 / rebar</i>
<i>Paint Can.....</i>	<i>\$8.40/ can</i>
<i>Survey Flagging.....</i>	<i>\$7.20 / roll</i>
<i>*Standard field crews are equipped with a truck, total station, auto-level and network GPS technologies.</i>	
<i>**Terrestrial Laser Scanning hardware collects up to 2,000,000 points per second.</i>	

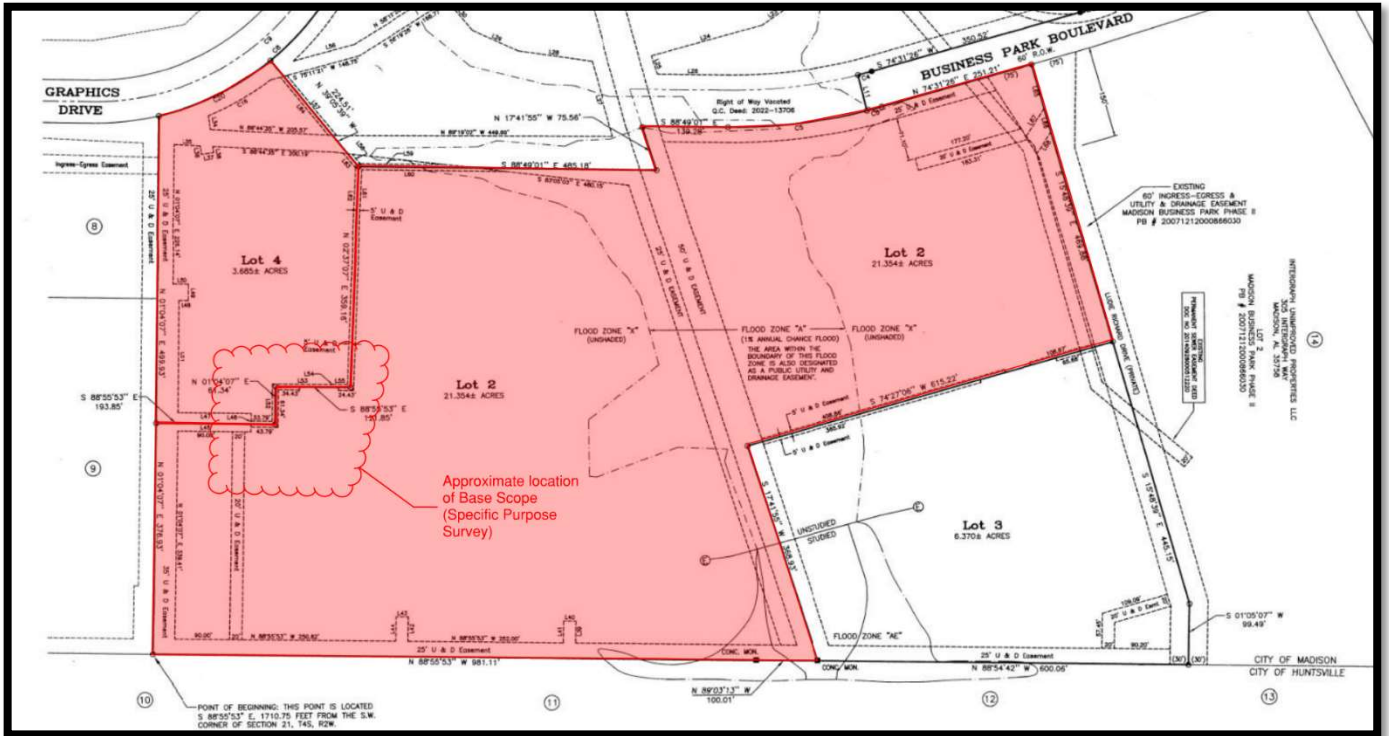
Note: Additional project expenditures will be cost of item + 10%.

Note: Any services provided after December 31, 2024 are subject to a 4% yearly escalation.

ATTACHMENT C



ATTACHMENT D





HALLIBURTON SURVEYING & MAPPING, INC.

BILLING INFORMATION

PROJECT NAME: _____

CLIENT NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

AP CONTACT: _____

PHONE: _____

EMAIL ADDRESS: _____

CLIENTS PO/JOB #: _____

IS PO REQUIRED ON INVOICES Y or N

DEADLINE FOR INVOICE SUBMITTAL: _____

SPECIAL BILLING INSTRUCTIONS (platform used for submittals, lien waivers, etc.)

