



Agenda

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

6:00 PM
Council Chambers
August 11, 2025

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

AGENDA NO. 2025-15-RG

1. CALL TO ORDER
2. INVOCATION
 - A. Pastor Cody Edger 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. 2025-14-RG, dated July 28, 2025
7. PRESENTATIONS AND AWARDS
8. PUBLIC COMMENTS

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

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

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

- B. **Resolution No. 2025-256-R:** Ratifying modification to Third Party Billing Agreement with the Huntsville Electric Utility Board d/b/a Huntsville Utilities (no cost to City, amendment to section regarding billing network access)
- C. Acceptance of \$76.34 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)
- D. Acceptance of \$3,250 donation from the Madison Dolphins Swim Team from the ARPA District Swim Meet (to be deposited into Recreation Donation account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

- A. **Resolution No. 2025-257-R:** Ratifying Appropriation Agreement for Madison Greenway and Trails, Inc., to perform natural trail development and maintenance at Mill Creek Preserve (\$10,000 to be paid from Council Special Projects budget)

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. 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

FACILITIES AND GROUNDS

- A. **Resolution No. 2025-233-R:** Awarding Bid No. 2025-013-ITB for Toyota Field Outfield Building Construction to Caliber 1 Construction, Inc. (\$7,575,283 to be paid from Venue Maintenance Fund, with applicable transfers coming if needed from a combination of Fund 71, Fund 38, and/or Fund 39)
- B. **Resolution No. 2025-249-R:** Authorizing an Amended Professional Services Agreement with Gilbert, McLaughlin, Casella Architects for the Toyota Field One-story Outfield Building: Amendment No.4A for Construction Administration and Project Closeout Phases (\$123,500, plus reimbursable expenses of \$50,000 to be paid from the Multi Use Venue Maintenance Fund)
- C. **Resolution No. 2025-250-R:** Authorizing a Professional Services Agreement with Amiri Engineering Corporation to provide special inspections and construction materials testing services for the Toyota Field one-story outfield building construction project (\$48,000 to be paid from Multi-Use Venue Maintenance fund)

- D. **Resolution No. 2025-251-R:** Awarding Bid No. 2025-014-ITB to SW Commercial Contracting, LLC, in the amount of \$609,000 for the construction of a new Animal Control building (to be paid from Fund 38)

PLANNING

- A. **Proposed Ordinance No. 2025-235:** Vacation of utility and drainage easement located within Lots 4 & 5 of Block 2 of Chestnut Acres Subdivision (First Reading 07/28/2025)
- B. **Proposed Ordinance No. 2025-236:** Vacation of drainage easement located within Tract 3C of Bellawoods, Phase 2B Subdivision (First Reading 07/28/2025)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2025-14-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
JULY 28, 2025**

The Madison City Council met in regular session on Monday, July 28, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President John Seifert.

Pastor John Dees of Crosspointe Church provided the invocation followed by the Pledge of Allegiance led by Council President John Seifert.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Wes Baugh, Police Chief Johnny Gandy, Fire Chief Brandy Williams, Facilities & Grounds Director Gerald Smith, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, Director of Public Works Kent Smith

Public Attendance registered: Margi Daly, Mimi Georganas, John Georganas, Jim Chamberlain, Rod Ashcraft, Kenneth Jackson, Jennifer Coe, Charity Stratton, Dianna Howard, Erica White, Jon Golde

AMENDMENTS TO AGENDA

City Attorney Megan Zingarelli had the following update and/or change listed below:

Resolution No. 2025-137-R: is being removed from the Agenda per the Heritage Plantation Homeowners' Association

APPROVAL OF MINUTES

MINUTES NO. 2025-13-RG DATED JULY 14, 2025

Council Member Powell moved to approve Minutes No. 2025-13-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PUBLIC COMMENTS

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at cityclerk@madisonal.gov 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 Greenways & Trails
- Recreation Advisory Board
- Rainbow Mountain Preserve has a new trail
- Improvements have taken place to the existing trails in Rainbow Mountain
- New local reserve, Mill Creek Betts Spring, planning and development is underway

MARGI DALY (DISTRICT 6)

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

- Freedom of Speech
- Wayfinding signs

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$2,269,502.33
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Wann House cash account	\$73,000.00
ADEM Storm Drainage	\$700.00
Gasoline Tax & Petroleum Inspection fees	\$19,222.22
Street Repair & Maintenance	\$4,745.32
CIP Bond Accounts	\$768,129.81
Subdivision Cash bonds	\$258,306.33
Library Building Fund	\$6,830.12

Regular and periodic bills to be paid

Resolution No. 2025-245-R: Authorizing the acceptance of a quote for cable television services with Wow! Business at the Public Safety Annex (no cost)

Resolution No. 2025-246-R: Authorizing the Mayor to accept a quote with Tyler Technologies for Payroll/HR software and support services (one-time fee of \$3,955, annual fee of \$396, to be paid from HR Department budget)

Acceptance of \$40 donation from B. Biles for programming at the Madison Senior Center (to be deposited into Senior Center Donation account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

No new business

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

Absent

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Attended the Internet Sales Tax Summit in Tuscaloosa

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No new business

COUNCIL DISTRICT NO. 4 GREG SHAW

Absent

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Resolution No. 2021-268-R
- Attended the Community Partner Breakfast that focused on school safety

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Attended Institute Day and was encouraged by the excitement of Teachers for the new school year

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Attended the Internet Sales Tax Summit in Tuscaloosa and found it very informative
- School starts back on Monday August 4, 2025

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF DAVID HALL TO SEAT 5 OF THE CONSTRUCTION BOARD OF APPEALS WITH A TERM EXPIRATION OF JULY 29, 2030

Council Member Powell nominated David Hall for Seat 5 of the Construction Board of Appeals. There being no further nominations, Mr. Hall was appointed by acclamation.

PUBLIC HEARINGS

Speakers and public hearing applicants who wanted to address agenda items listed under this section of the agenda were instructed to reserve their comments for the public hearing. Before or during the Council Meeting they were asked to sign up for the public hearing at which they wanted to address Council by texting the word "COMMENT" to the City's automated SMS system at 938-200-8560 or by filling out a

card available in the vestibule or from the City Clerk. The project initiator, applicant, owner or agent of the business or property that is the subject of the hearing was allowed to speak for 15 minutes. Residents within the noticed area of the subject property, as well as all other members of the public, were allowed to speak for 5 minutes.

DEPARTMENTAL REPORTS

FACILITIES & GROUNDS

RESOLUTION NO. 2025-238-R: PROFESSIONAL SERVICES AGREEMENT WITH AMIRI ENGINEERING CORPORATION TO PROVIDE SUBSURFACE EXPLORATION, GEOTECHNICAL REPORTING, AND RETAINING WALL DESIGN FOR SLOPED EMBANKMENT AT TOYOTA FIELD (\$5,800 TO BE PAID FROM THE MULTI-USE VENUE MAINTENANCE FUND)

Council Member Spears moved to approve Resolution No. 2025-238-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

FIRE & RESCUE

RESOLUTION NO. 2025-239-R: APPROVING THE PURCHASE OF FIRE DEPARTMENT UNIFORMS FROM NAFECO THROUGH THE BUYBOARD NATIONAL PURCHASING COOPERATIVE (DISCOUNTS RANGING FROM 8% TO 26% OFF RETAIL PRICING, TO BE PAID FROM FIRE DEPARTMENT BUDGET)

Council Member Denzine moved to approve Resolution No. 2025-239-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

RESOLUTION NO. 2025-240-R: AWARDING A CONTRACT TO TRAV-AD SIGNS, INC. FOR THE BASE BID AMOUNT OF \$154,586.09 FOR PHASE 2 OF THE WAYFINDING PROJECT (TO BE PAID FROM PLANNING DEPT BUDGET - SPECIAL PROJECTS)

Council Member Powell moved to approve Resolution No. 2025-240-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2025-235: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 4 & 5 OF BLOCK 2 OF CHESTNUT ACRES SUBDIVISION (FIRST READING)

This is a first reading only

PROPOSED ORDINANCE NO. 2025-236: VACATION OF DRAINAGE EASEMENT LOCATED WITHIN TRACT 3C OF BELLAWOODS, PHASE 2B SUBDIVISION (FIRST READING)

This is a first reading only

POLICE

RESOLUTION NO. 2025-241-R: APPROVING THE PURCHASE OF POLICE DEPARTMENT UNIFORMS FROM GALLS, LLC, THROUGH THE BUYBOARD NATIONAL PURCHASING COOPERATIVE (STANDARD DISCOUNT OF 15% OFF RETAIL PRICING, TO BE PAID FROM POLICE DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2025-241-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-242-R: AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MADISON BOARD OF EDUCATION FOR THE PROVISION OF CROSSING GUARDS FOR THE 2025-2026 SCHOOL YEAR

Council Member Powell moved to approve Resolution No. 2025-242-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-243-R: AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MADISON BOARD OF EDUCATION FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS FOR THE 2025-2026 SCHOOL YEAR

Council Member Powell moved to approve Resolution No. 2025-243-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

PUBLIC WORKS

RESOLUTION NO. 2025-244-R: AUTHORIZING THE PURCHASE OF A MOHAWK LIFT TIRE BALANCER FROM HUNTER ENGINEERING COMPANY FROM THE STATE BID LIST (\$22,713.99 TO BE PAID FROM PUBLIC WORKS DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2025-244-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 6:30 p.m.

Minutes No. 2025-14-RG, dated July 28th, 2025, read, approved and adopted this 11th day of August 2025.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lori Spaulding
Recording Secretary

RESOLUTION NO. 2025-256-R**A RESOLUTION RATIFYING MODIFICATION TO THIRD PARTY BILLING
AGREEMENT WITH HUNTSVILLE UTILITES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that it hereby ratifies the Mayor's approval to modify the Third Party Billing Agreement with the Huntsville Electric Utility Board, d/b/a Huntsville Utilities, a municipal public utility board, for billing services related to trash collection, consistent with the terms of the attached "Modification to Third Party Billing Agreement;" and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance, the Mayor or his designee shall be hereby authorized for the entire term of the agreement, as amended by this Resolution, 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 11th day of August 2025.

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

ATTEST:

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

APPROVED this ____ day of August 2025

Paul Finley, Mayor
City of Madison, Alabama

MODIFICATION TO THIRD PARTY BILLING AGREEMENT

This Modification to the Third Party Billing Agreement (this "Modification") is made and entered into on the 31st day of July, 2025, by and between the **City of Madison, Alabama**, a municipal corporation in the State of Alabama, hereinafter referred to as "City," and **the Huntsville Electric Utility Board**, a municipal public utility board created by the City of Huntsville, Alabama, hereinafter referred to as "HU."

WITNESSETH:

WHEREAS, the City and HU entered into a Third Party Billing Agreement on February 24, 2024 where HU agreed to invoice residential dwellings and collect from those residential dwellings the fee charged by the City for collecting, hauling and disposing of yard waste, white metal goods, and items other than household trash; and

WHEREAS, the parties desire to modify the terms and conditions of the Third Party Billing Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Third Party Billing Agreement as follows:

Section 7-City's Responsibilities is deleted in its entirety and substituted with the following:

The City will ensure that an official, employee or agent of the City provide, in a timely manner to HU, the ordinance, as amended, relating to the Trash Collection Fee assessed by the City, which requires billing and payment processing of such fee by HU.

The City agrees to use HU's customer information solely for the purpose of facilitating this Agreement and will ensure that policies and procedures are implemented.

The City shall provide to HU the name and position or title of employees or agents of the City responsible for providing the monthly information regarding the City's trash collection customers to HU.

HU reserves the right to audit the City's capability to ensure adequate controls are in place to safeguard the privacy of such customer information and, at HU's sole discretion, to discontinue City's access to HU's customer information in the event HU determines such adequate controls are not effective or are not being applied and adhered to.

The City may pursue a legal action against a customer for failure to pay the trash and / or recycling fee, after HU has made a determination to cease its collections efforts and so notifies City of that determination. The City shall notify HU prior to initiating any such legal action.

If applicable, the City is responsible for payment of collected utility tax to the Alabama Department of Revenue.

3. All **other** terms of the Third-Party Billing Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereunto entered into this Modification agreement on the day first written above.

CITY OF MADISON, ALABAMA

By: _____

Paul Finley

Its: Mayor

ATTEST:

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

STATE OF ALABAMA)
COUNTY OF MADISON)

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

GIVEN under my hand and official seal this the 31st day of July, 2025.



Kristen N. Bruseeth
Notary Public

WITNESS:

HUNTSVILLE ELECTRIC UTILITY BOARD

By: _____

By: _____

Its:

Its:

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that _____, whose name as _____ the Huntsville Electric Utility Board, a municipal public utility board created by the City of Huntsville, Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

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

Notary Public

RESOLUTION NO. 2025-257-R**A RESOLUTION RATIFYING AN APPROPRIATION AGREEMENT
FOR MADISON GREENWAY AND TRAILS, INC.
FOR PROJECT APPROPRIATION FROM THE
CITY COUNCIL SPECIAL PROJECTS BUDGET**

WHEREAS, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931.00); and

WHEREAS, the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the course of the fiscal year and that are not otherwise provided for in the City's budget; and

WHEREAS, the City Council finds that an expenditure of public funds for Madison Greenway & Trails, Inc., for trail development at Mill Creek Preserve serves a public purpose;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that it hereby ratifies the Mayor's approval of an appropriation agreement with Madison Greenways & Trails, Inc., consistent with the terms of the "Appropriation Agreement," which is attached hereto and dated August 4, 2025; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Madison Greenway & Trails, Inc., 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 11th day of August 2025.

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

ATTEST:

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

APPROVED this ____ day of August 2025

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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§
§

AGREEMENT

THIS AGREEMENT IS MADE between **MADISON GREENWAY & TRAILS, INC.** (hereinafter “**MG&T**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate upon completion of the project described in Exhibit A. However, either party may terminate with or without cause upon provision of thirty (30) days' notice to the other party.
2. During said term, it is hereby agreed that MG&T shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MG&T a sum not to exceed ten thousand dollars and no cents (\$10,000) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MG&T pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MG&T agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MG&T.

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

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

MADISON GREENWAY & TRAILS, INC.

By: James Chamberlain

Its: President

Date: August 1, 2025

STATE OF ALABAMA

§

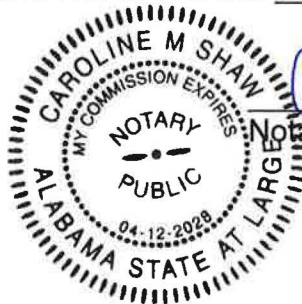
§

COUNTY OF MADISON

§

I, the undersigned Notary Public in and for said County in said State, hereby certify that James Chamberlain, whose name as President of the Madison Greenway & Trails, Inc. is signed to the foregoing instrument, and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 1st day of August, 2025.



Caroline M. Shaw
Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: 

Paul Finley, Mayor


Lisa Thomas, City ClerkDate: 8 / 4 / 25

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

Given under my hand and official seal this 4th day of August, 2025.



Notary Public

Exhibit A

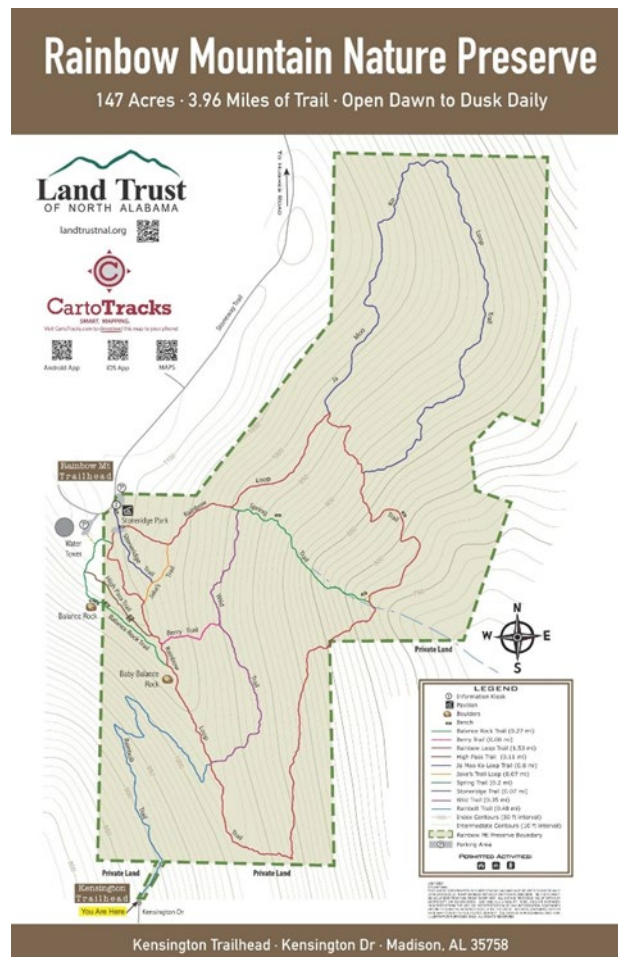
Madison Greenways & Trails, Inc., is a non-profit organization representing the interests of people wanting greater access to walking and hiking trails and bicycle paths; people concerned with preservation of natural areas and resources, wetlands, wildlife habitat, and scenic views; and people interested in preserving access to historical sites, in land use planning and in community enhancement. MG&T has partnered with the City of Madison Alabama since 2004 and serves on its Recreation Advisory Board. MG&T is a trail care partner of the Land Trust of North Alabama.

Working with the Land Trust of North Alabama, Madison Greenway & Trails (MG&T) is responsible for natural trail development and maintenance at Mill Creek Preserve and Rainbow Mountain Preserve (maps below). This special project request will help to fund planned projects for the next two months.

Additionally, MG&T will work with the Land Trust of North Alabama to produce a planning/site survey for Mill Creek Preserve. MG&T requests \$10,000 in council special projects funds for construction, design, and survey projects. The first trail in the new preserve is Old Providence Trail (OPT). It has begun construction, and is being built by MG&T, the Land Trust, and scout/community volunteers.

Funding will be used for the following materials and work:

- Trailhead kiosk with locked tool storage area. \$1,200
- Benches and trail signage. \$300
- Detailed preserve site survey and preliminary design, and initial trail construction support performed by the Land Trust of North Alabama. \$8,500
- **Total special projects request: \$10,000**



RESOLUTION NO. 2025-233-R**RESOLUTION TO AWARD BID NO. 2025-013-ITB
TOYOTA FIELD OUTFIELD BUILDING CONSTRUCTION TO
CALIBER 1 CONSTRUCTION, INC.**

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2025-013-ITB for Toyota Field Outfield Building Construction (herein "the Project"); and

WHEREAS, the sealed Bids of prequalified bidders were timely submitted, opened, and read on or about August 5, 2025, and were evaluated by the City to determine the lowest responsive and responsible bidder; and

WHEREAS, after a complete review and consideration of the Bids submitted, City staff has informed the City Council that **Caliber 1 Construction, Inc.**, is the lowest responsive and responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **Caliber 1 Construction, Inc.**, on behalf of the City; and

WHEREAS, pursuant to Ordinance No. 2018-30 and the License Agreement with BallCorps, LLC, dated February 13, 2018 (the "License Agreement"), the City is responsible for providing capital maintenance required to maintain Toyota Field as a first-class professional baseball facility; and

WHEREAS, the Project is a capital maintenance project required to maintain Toyota Field as a first-class professional baseball facility because the Project provides for compliance with updated facility standards of Major League Baseball, which regulates Minor League Baseball facilities such as Toyota Field;

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 **Caliber 1 Construction, Inc.**, as the lowest responsible, responsive bidder in the Bid amount of **seven million five hundred seventy-five thousand two hundred eighty three dollars (\$7,575,283)**, such amount being the total for the base bid and the additive alternate, and which is subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Caliber 1 Construction, Inc.**, of the City's intent to make such award and are also authorized to proceed with review, completion, and submittal of all contractual matters required by those plans and specifications agreed upon.

SECTION 4: That this award is conditioned upon **Caliber 1 Construction, Inc.**, completing and submitting to the City such documents, information, and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39, and the Contract contemplated therein.

SECTION 5. That upon request and notification from the appropriate City representatives that the Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama, with **Caliber 1 Construction, Inc.**, for execution of the Project for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 6: That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Caliber 1 Construction, Inc.**, in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 11th day of August 2025.

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

ATTEST:

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

APPROVED this ____ day of August 2025.

Paul Finley, Mayor
City of Madison, Alabama



2025-013-ITB / Toyota Field Outfield Building Construction
Issued May 28, 2025

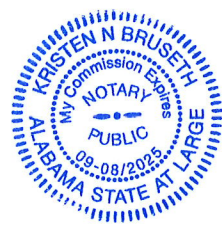
BID TABULATION

BIDDER NAME	Caliber 1 Construction, Inc.	Thrash Commercial Contractors, Inc.	Chorba Contracting Corporation
GC NUMBER ON ENVELOPE	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y
BID BOND	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y
ACKNOWLEDGED ADDENDA 1 -10	Y	Y	Y
TOTAL BASE BID	\$7,151,283.00	\$7,165,600.00	\$10,168,689.00
ADDITIVE ALTERNATE #1	\$424,000.00	\$726,100.00	\$1,590,000.00
TOTAL BASE BID + ADDITIVE ALTERNATE #1	\$7,575,283.00	\$7,891,700.00	\$11,758,689.00

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 5th day of August, 2025.



Kristen N. Bruseeth
Notary Public

City of Madison, Alabama
 Bid Number: 2025-013-ITB
 Project: Toyota Field Outfield Building Construction
 Issued: May 28, 2025



ADDENDUM #9 - UPDATED BIDDER PRICING SHEET

BIDDER NAME: Caliber 1 Construction, Inc.

ADDRESS: 1 Community Square Blvd, Suite 200

CITY/STATE/ZIP: Villa Rica, GA 30180

Note: The base bid reflects price for Contractor to achieve substantial completion of the **entire** work by May 1, 2026.

Bid Subtotal:	\$	<u>6,746,493.00</u>
Contingency (6% of Bid Subtotal):	+ \$	<u>404,790.00</u>
Total Base Bid:	= \$	<u>7,151,283.00</u>

Alternate No. 1 (Additive): The following alternate is an integral part of this Bid, and to be responsive, the bidder shall quote the following listed additive alternate.

Additional cost to achieve substantial completion of the entire work by April 1, 2026:	\$	<u>400,000.00</u>
Contingency (6% of additional cost):	+ \$	<u>24,000.00</u>
Total cost for Alternate No. 1 (Additional Cost + 6% contingency):	= \$	<u>424,000.00</u>

Total Base Bid + Total Cost for Additive Alternate No. 1: \$ 7,575,283.00

UNIT PRICES: The following unit prices are for additions to or deductions from the work wherein unit prices are applicable as determined by the Architect and Owner. These unit prices include all charges for labor and materials, fee, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, for unit item of work in place. The contract sum shall be increased or decreased based upon quantity difference multiplied by the applicable unit price, in accordance with the general conditions.

- | | |
|--------------------|-------------------|
| 1. Soil Excavation | \$ <u>42</u> /CY |
| 2. Rock Removal | \$ <u>368</u> /CY |

****Note:** The low bidder is required to complete the Schedule of Values Excel spreadsheet which breaks down the pricing for each trade. This form can be downloaded from the Documents section of the solicitation on the City's ProcureWare site. It is to be submitted within 24 hours after the bid opening and can be emailed to alicia.walden@madisonal.gov.

I, CL ELLIOTT, as CEO
 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.

08/05/2025
 Date

CL ELLIOTT
 Signature of Authorized Representative

RESOLUTION NO. 2025-249-R**AUTHORIZING AMENDED PROFESSIONAL SERVICES AGREEMENT
WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR
CONSTRUCTION ADMINISTRATION & PROJECT CLOSEOUT
SERVICES FOR TOYOTA FIELD EXPANSION PROJECT**

WHEREAS, on September 25, 2023, the City Council of the City of Madison, Alabama authorized Resolution No. 2023-311-R executing a Professional Services Agreement (the “Agreement”) with Gilbert, McLaughlin, Casella Architects for professional architectural services for a building proposed to be constructed in the outfield of Toyota Field; and

WHEREAS, pursuant to Resolution No. 2024-100-R, the Council approved the first amendment to the Agreement to expand the scope of the Agreement to include engineering and design services for the Toyota Field Clubhouse Locker Room project (the “Project”); and

WHEREAS, pursuant to Resolution No. 2024-307-R, the Council approved the second amendment to the Agreement to approve professional services needed to provide an Early Release Package to support partial site demolition, excavation of the building footprint, and necessary rerouting of utilities within the building footprint excavation limits for the Project; and

WHEREAS, pursuant to Resolution No. 2024-064-R, the City Council authorized an amendment to the Agreement to approve professional services for preparation of construction documents for the Project; and

WHEREAS, the City Council intends to award a bid for construction for the Project, and it desires to retain Gilbert, McLaughlin, Casella Architects for the additional professional services of construction administration and project closeout services;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed Amendment to the Professional Services Agreement with Gilbert, McLaughlin, Casella Architects to provide professional services for construction administration and project closeout services, said Amendment to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Amendment Number 4.A.” dated May 8, 2025, 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 Gilbert, McLaughlin, Casella Architects from the Multi-use Venue Maintenance Fund budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of August 2025.

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

ATTEST:

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

APPROVED this ____ day of August 2025.

Paul Finley, Mayor
City of Madison, Alabama

8 May 2025

City of Madison
Madison City Hall
100 Hughs Road
Madison, Alabama 35758

Re: Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Letter of Agreement between Owner and Architect
Madison Multi-purpose Stadium – Outfield Building

Madison Multi-purpose Stadium – (1 LEVEL) Outfield Building

Amendment No.4A for the Construction Administration and Project Closeout Phases.

GilMC Project # 202304.01 TFH

Thank you for the opportunity the City of Madison, Alabama continues to offer our firm. Per your request, we have prepared this Amendment No. 4A between Gilbert McLaughlin Casella Architects, PLC (Architect) and the City of Madison, Alabama (Client=City=Owner) to contract for professional services for the Construction Administration and Project Closeout Phases for the above project.

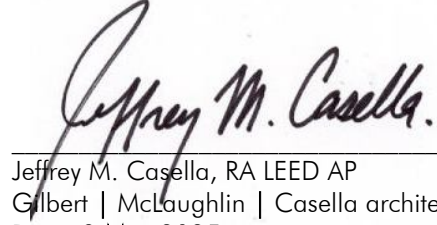
Gilbert McLaughlin Casella Architects, PLC will provide professional design services for architectural, civil, mechanical, electrical, fire protection, audio visual, structural engineering, and food service, as outlined in the design work provided during the previous phases. In addition, we will provide professional services as outlined in the scoping and/or budgeting documents for furniture selection and procurement, IT, access control/security camera system, and signage design developed during previous phases of the project.

We have provided the specific description and anticipated schedule of services we propose to provide in Exhibit A-Scope of the Project, and Exhibit B-Scope of Services, all made part of this amendment. The Limits of the Work will be as per our earlier Amendment.

The terms of compensation and reimbursement to Gilbert McLaughlin Casella Architects, PLC for rendering these services is defined in Exhibit C Compensation for Services and is made part of this amendment.

If you agree with this amendment, please sign below. The terms of the executed agreement between Gilbert McLaughlin Casella Architects, PLC, and the City of Madison Alabama will remain in place for this amendment. This amendment is valid for (45) days from the date above after which the Architect reserves the right to review and /or renegotiate the fees for the required services with the Owner. We are pleased to continue collaborating with you and the City of Madison on this exciting project. Please call me with any questions you may have.

Accepted by Architect:



Jeffrey M. Casella, RA LEED AP
Gilbert | McLaughlin | Casella architects, plc
Date: 8 May 2025

Accepted by Owner:

Signature/Title:

Printed Name:

Date:

Exhibit A – SCOPE OF THE PROJECT**8 May 2025****Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758****Madison Multi-purpose Stadium – (1 LEVEL) Outfield Building****General Description**

The project shall be a one-story building at field level located along the outfield line adjacent to the third base foul pole and visitor's bullpen which will utilize approximately 920 gross square feet (gsf) of existing space and provide 7,050 gsf of new space to accommodate spaces to support the Visiting Team Locker Room and stadium support needs. The current concourse level will extend over the program elements to create concourse area aligned with the current 3rd base line concourse level.

Program

The program will include spaces typically expected to support the needs of a visitor's locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 1s- August 2024) provided to the Architect by the Team, as shown in the current documents (drawings/narratives), and as reviewed and approved multiple times by MLB.

The design of a parking area to support the visiting team buses is not within our scope, but we will coordinate with the City of Madison and their selected developer concerning on street parallel space bus drop-off and pick up will be included.

The Owner has directed the Architect that the design services for parking to support fans and staff of the new building will not be necessary.

Schedule

The next phase is the construction administration phase. The Owner has defined the construction schedule and we will provide our services based on the current schedule.

Limits of Work

The Design Team Limits of Work is defined as shown in Exhibit A1: Limits of the work of our earlier Amendment.

END OF EXHIBIT A

Exhibit B– SCOPE OF WORK**Construction Administration and Closeout Phases****8 May 2025****Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758****Madison Multi-purpose Stadium – (1 LEVEL) Outfield Building****CONSTRUCTION ADMINISTRATION PHASE****Design Team Deliverables/Tasks/Services**

- The Architect shall, along with participation from the City, review, comment and approve payment applications, shop drawings and submittals.
- The Architect will create and provide site reports during visits to the site for distribution to the City, the Team, the Design Team, and the General Contractor.
- The Architect will provide an agenda and meeting minutes for the Owner Architect General Contractor meetings held during the Construction Administration Phase of the project.
- The Architect will create and issue supplemental information as needed to respond to Requests for Information issued by the City or the General Contractor.
- The Architect and his appropriate Team Members will participate in offering an opinion concerning the recommendations of the Owner's Geotechnical Engineer as it pertains to dewatering plans which may be needed based on the weather conditions which may be present during the commencement of the project.

Meetings and Visits

The Architect will visit the site to view the progress and meet with the City, the Team and the General Contractor every 2 weeks during the construction period, as needed. The Architect will attend Video Conference Meetings at a minimum of every 2 weeks with more provided as needed to keep the project moving forward.

The Design Team will attend Video Meetings as needed. We have allotted the following within our estimate for reimbursable expenses as defined by Team Member and number following:

Site visits by the architect will be limited to 20 visits during the construction period and 4 during the punch period.

Site visits by Interior Designer, MPE FE Engineers, Civil Engineer, Food Service Consultant, Structural Engineer will be limited to 2 visits during the construction period and 2 during the punch period.

PROJECT CLOSEOUT PHASE**Design Team Deliverables/Tasks**

The Architect and his team will modify and compile revisions to the drawings based on field sketches provided by the General Contractor which reflect work as implemented in the field if

different than the Construction Documents. This information will be provided to the City, and the Team for their records and to assist in their continued maintenance of the facility.

EXCLUDED SERVICES

Below are items not included in Basic Design Services, but Gilbert McLaughlin Casella Architects, PLC, will, if requested by the City, provide amendment(s) to this agreement to allow the following additional services to be provided as part of our scope.

- Commissioning Services
- Cost Estimating
- Coordination of permitting for the project
- Fly-throughs and Renderings
- Preparation of Marketing Materials for the use of the Owner

END OF EXHIBIT B

Exhibit C – COMPENSATION FOR SERVICES8 May 2025

Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758

Madison Multi-purpose Stadium – (1 LEVEL) Outfield Building

The Owner agrees to pay Gilbert McLaughlin Casella Architects, PLC, compensation for the Scope of the Project and Scope of Services described in Exhibits A and B as follows:

FEES – BASE SCOPE OF SERVICES

Services will be compensated with lump sum limits per phase as follows:

Construction Administration Phase	\$117,000.00
Project Closeout Phase	\$6,500.00
Total Fee	\$123,500.00
(one hundred twenty-three thousand, five hundred dollars and 00 cents)	

REIMBURSIBLE EXPENSES

These expenses are in addition to the Fees for the Base Scope of Services and estimated to be as outlined below:

Construction Administration thru Project Closeout Phases:	
Estimated Travel Expenses:	\$41,000.00
Printing:	\$9,000.00
Total Estimated Reimbursable Expenses	\$50,000.00
(fifty thousand dollars and 00 cents)	

ADDITIONAL SERVICES

We will negotiate Additional Services requested by the City per occurrence based on the time and hourly rate.

Time Spent (hours) x Hourly Rate (\$/Hour) = Additional Cost

END OF EXHIBIT C

RESOLUTION NO. 2025-250-R

**AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
AMIRI ENGINEERING CORPORATION FOR SPECIAL INSPECTIONS
AND CONSTRUCTION MATERIALS TESTING SERVICES FOR
TOYOTA FIELD**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Amiri Engineering Corporation for special inspections and construction materials testing services for the one-story outfield building construction project at Toyota Field, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of August 2025.

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

ATTEST:

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

APPROVED this ____ day of August 2025.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and **Amiri Engineering Corporation** located at **2609 Artie Street SW, Huntsville, AL 35807**, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional services for the provision of special inspections and construction materials testing services for the one-story outfield building construction project located at Toyota Field; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: 1) subgrade observation and testing of earthwork within the entire project site, 2) concrete testing, 3) foundation bearing soil observation and testing, 4) masonry block fill and mortar testing, 5) reinforced steel placement inspection for all structure and pavements elements, 6) pre-placement observation of the slabs, footings, reinforcement steel, pavements, and walls, 7) structural inspection, visual observation of welds, and testing of the bolt torques, and 8) asphalt and basestone sampling and testing, according to Consultant's proposal dated October 14, 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 the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.

- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **forty-eight thousand dollars (\$48,000)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide

any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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

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

provide primary coverage as relates to other insurance carried by the City.

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

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

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

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

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

Signature page follows.

**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 2025.

Notary Public

Amiri Engineering Corporation

By: _____
Nasser Amiri

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand this the _____ day of August, 2025.

Notary Public

AMIRI ENGINEERING CORP.

Geotechnical, Materials & Environmental Engineers

October 14, 2024

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

Subject: Proposal to Provide Special Inspections and
 Construction Materials Testing Services
 Proposed one-story project for Visitor locker room
 Multi-Purpose Stadium-Toyota Field
 Madison, Alabama
 AMIRI Proposal No. P244617

Dear Mr. Smith:

Thank you for the opportunity to submit this proposal to provide Special Inspections and Construction Materials Testing Services for the proposed one-story basement project for the visitor locker room project at Multi-Purpose Stadium in Madison, Alabama. This proposal has been prepared in two parts as follows:

Part I: Budget for Construction Materials Testing Services and Special Inspection Services.
Part II: Schedule of fees for Special Inspections and Construction Materials Testing Services.

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

Sincerely,

AMIRI ENGINEERING CORPORATION



Nasser Amiri, MSE, P.E.
Senior Engineer

PART 1

BUDGET FOR CONSTRUCTION MATERIALS TESTING AND INSPECTION

In this part, we have provided a detail of the tests and services that were reviewed on the project specifications and plans and the Lump Sum cost for these services:

1. Subgrade observation and testing of earthwork within the entire project site.
2. Concrete testing.
3. Foundation Bearing Soil Observation and Testing.
4. Masonry Block fill and Mortar Testing.
5. Reinforced Steel Placement inspection for all structural and pavements elements.
6. Pre-placement observation of the slabs, footings, reinforcement steel, pavements, and walls.
7. Structural inspection, visual observation of welds, and testing of the bolt torques.
8. Asphalt and Basestone Sampling and Testing

Based on our experience with similar construction and review of the project plans and specifications, we are providing the following budget.

1.0 Site preparation observations, including Undercutting and Earthwork Testing

The following is a brief outline of the anticipated soil testing and monitoring services for the subject project.

- a. Obtain samples and perform appropriate laboratory testing, as necessary, on materials proposed for use as fill, backfill, and slab or paving sub grade. Tests include Moisture-Density Relationship by Standard Proctor Method (ASTM D 698) or Modified Proctor Method (ASTM D 1557).
- b. Observe and document subgrade conditions prior to soil fill or aggregate base course placement, including proof roll testing by the contractor with an approved vehicle.
- c. Observe placement of engineered fill and backfill (including backfill in utility trenches). Perform in-place tests for moisture content, density and degree of compaction. Where deficiencies are noted during fill or backfill placement, we notify the contractor and observe remedial actions, including reworking and recompacting materials.
- d. Provide documentation of events in the field and notify the contractor, Owner and other appropriate persons upon recognition of deficiencies.

Proposal to Provide Construction Materials Testing & Inspections
One-story project for Visitor locker room at Multi-Purpose Stadium
Madison, Alabama

Based on review of the Schedule and plans, earthwork will be completed in about 8 to 10 weeks. Based on review of the plans, it is assumed that up to 4 feet of fill placement will be required to reach the proposed subgrade elevations in the proposed building expansion area and In addition, we assume that proofrolling operations and site visits, during the earthwork operations, will require about 5 trips by the Registered Geotechnical Engineer (PE).

We assume that an Engineering Technician will visit the job site for Earthwork testing every day on an on-call basis. Furthermore, the subgrade soil prior to placement of fill, in any area that requires to be filled or receives pavement and building will be observed for the suitability of the existing soils by a Registered Engineer. The Registered Engineer will also observe proofrolling operations by appropriate Equipment, as specified by the project specifications.

2.0 Foundation Inspection

Footing bearing soil should be tested to verify that proper bearings material is reached prior to concreting the footing excavations. The foundation inspection time frame would depend on the contractor's schedule.

3.0 Concrete Testing

Based on review of the plans, we assume that project specification requires that one (1) set of concrete cylinders (4 specimens per set) be made from each 50 cubic yards of each concrete mix design placed in any one day; one (1) specimen tested at seven (7) days, two (2) specimens tested at 28 days, and one (1) specimen retained in reserve for later testing, if required. For the purpose of this proposal, we assume that a total of 40 sets of concrete cylinders (160 cylinders) will be cast at the subject project site.

4.0 Reinforcement Steel Inspection

We understand that the subject structure will be a steel framed building. Reinforcement Steel in footings, Floor Slabs, retaining walls and all concrete structures will require observation. We assume that a total of 30 site visits by professional Engineer will be required for Reinforcement Steel and Structural observation.

4.0 Structural Steel Inspection and Testing

We understand that structural members will primarily be Structural Steel Sections and Truss Joists. Based on a review of the plans, the connections will consist of Field Welds, Moment Welds, and bolted connections. Based on our experience with similar construction, we assume that these inspections can be performed in 40 to 60 hours.

Proposal to Provide Construction Materials Testing & Inspections
One-story project for Visitor locker room at Multi-Purpose Stadium
Madison, Alabama

- a. The bolted and welded connections will all be observed to determine if the bolt or weld size and length meet that shown on the plans and if the weld quality meets the project requirements. The following will be provided:
 - b. Observation of connections between individual framing members.
 - d. Perform additional testing in accordance with contract documents if maximum allowable rejection rates are exceeded.
- e. Provide documentation of events in the field and notify the contractor, and other appropriate persons upon recognition of deficiencies.

Basestone Testing

For the purpose of this proposal, we assume that Basestone Testing at the project site testing will include the following:

- 1 Proofrolling observation of the Basestone
2. Testing of Basestone for Compaction.

Asphalt Testing

The following is a brief outline of testing and observation of Asphaltic pavement, should that be requested. Routine asphalt placement observations at the subject project site include observation and documentation of temperature, placement and compaction operations during asphalt placement operations. During the placement operations, rolling patterns will also be established during the initial placement procedures for both binder course as well as wearing surface placement. For the purpose of this proposal, we assume that asphalt placement will be conducted in four (4) working days. We also assume that binder course will be placed in two (2) working day and asphaltic wearing course will be placed in two (2) days.

Quote

Based on the testing services outlined above and unit fees enclosed in the subsequent sections, our costs for performing construction materials testing and special inspection services, as outlined in this proposal, will be \$ 48,000.

Proposal to Provide Construction Materials Testing & Inspections
 One-story project for Visitor locker room at Multi-Purpose Stadium
 Madison, Alabama

PART II
SCHEDULE OF SERVICES AND FEES
FOR
CONSTRUCTION MONITORING AND MATERIALS TESTING

FIELD TESTING PERSONNEL

PROJECT ENGINEERING TECHNICIAN

Engineering Technician	\$ 60.00/hour
Senior Engineering Technician.....	\$ 70.00/hour
Staff Engineer/Geologist.....	\$ 85.00/hour
Senior Project Engineer/Manager, P.E.	\$120.00/hour
Master of Science in Civil/Geotechnical Engineering, 30 years of Experience and Registered Engineering License	

Concrete and Aggregate Testing

Laboratory compressive strength testing of concrete cylinders, grout and mortar
 Cubes, Flexural strength testing of beams:

• Concrete sampling and testing, per set of 4, includes slump, air, pick up, mold....	\$195.00
• Concrete Sampling and Testing, per set of 5, includes pick up, mold.....	\$215.00
• Concrete Sampling & Testing, per set of 6, includes Pick up, molds.....	\$240.00
• Flexural strength tests on beams, includes, sampling, pick up, per set of 4...	\$380.00
• Slump Test,.....	\$ 25.00
• Air Content Test, Pressure Method.....	\$ 25.00
• Air Content Test, Volumetric Method.....	\$ 30.00
• Mortar Sampling & Testing, includes pick up, per set of 3.....	\$140.00
• CMU/Grout Prism sampling & testing, including, pick up, per set of 3.....	\$190.00
• Unit weight determination.....	\$ 25.00
• Swiss/Schmidt Hammer, per day.....	\$ 30.00
• Floor Flatness/Levelness, per pour, includes technician time and equipment rental.....	\$500.00
• Concrete Coring, 3" core, per inch of depth.....	\$ 6.00
• Concrete Core, 4" core, per inch of depth.....	\$ 8.00
• Concrete Core, 6" core, per inch of depth.....	\$ 10.00
• Mix Design Review.....	\$ 120.00

SOIL TESTING

Moisture/Density Relationship	
a. Standard Proctor Compaction Method (ASTM D 698), per sample.....	\$110.00
b. Modified Proctor Method (ASTM D 1557), per sample.....	\$140.00
Field Density and Moisture Content Testing, Using Nuclear Gauge, per test.....	\$ 30.00
Natural Moisture Content Determination, per test.....	\$ 7.00
Atterberg Limit Determination, per sample.....	\$ 75.00
Material Finer than No. 200 Sieve (washed), per sample.....	\$ 75.00
Mechanical Grain Size Analysis, per sample.....	\$ 95.00

Proposal to Provide Construction Materials Testing & Inspections
 One-story project for Visitor locker room at Multi-Purpose Stadium
 Madison, Alabama

Dynamic Cone Penetrometer Test Rental, per day.....	\$ 10.00
Collect Bulk Samples for Proctor test.....	\$ 25.00
Sieve and hydrometer analysis, ASTM D422,.....	\$150.00
Specific gravity, ASTM D854.....	\$ 55.00
Unit weight, dry, undisturbed sample.....	\$ 55.00
PH test,.....	\$ 25.00
Remolding samples to specified conditions.....	\$ 90.00
Unit Weight, split spoon samples.....	\$ 30.00
California Bearing Ratio.....	\$600.00

ASPHALT TESTING

Field density Tests,.....	\$ 25.00
Nuclear Density Gauge Rental, per hour.....	\$ 6.00
Asphalt Core thickness determination, cut cores and measure thickness.....	\$ 45.00
Measurement of basestone thickness,.....	\$ 20.00
Bulk Specific Gravity of cores,.	\$ 45.00

STRUCTURAL STEEL

Calibrate Torque Wrench rental, per day,.....	\$ 25.00
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TRIP CHARGES

Trip Charge, per round trip.....	\$ 55.00
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GENERAL COSTS

The personnel rates will be billed from portal to portal, with overtime billed for time in excess of eight (8) hours per day or for work performed on weekends, nights (between 12 AM and 6 AM), or holidays at a rate of 1.5.

RESOLUTION NO. 2025-251-R**RESOLUTION TO AWARD BID NO. 2025-014-ITB
ANIMAL CONTROL BUILDING CONSTRUCTION
TO SW COMMERCIAL CONTRACTING, LLC**

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2025-014-ITB for Animal Control Building Construction (herein "the Project"); and

WHEREAS, sealed Bids were timely submitted, opened, and read on or about July 30, 2025, and were evaluated by the City to determine the lowest responsive and responsible bidder; and

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

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

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

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

SECTION 2. That award of this Project is hereby made to **SW Commercial Contracting, LLC**, as the lowest responsible, responsive bidder in the Bid amount of **six hundred nine thousand dollars (\$609,000.00)**, such amount being the total for the base bid and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **SW Commercial Contracting, LLC**, of the City's intent to make such award and are also

authorized to proceed with review, completion, and submittal of all contractual matters required by those plans and specifications agreed upon.

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

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

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

READ, PASSED AND ADOPTED this 11th day of August 2025.

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

ATTEST:

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

APPROVED this ____ day of August 2025.

Paul Finley, Mayor
City of Madison, Alabama



2025-014-ITB / Animal Control Building

Issued July 9, 2025

BID TABULATION

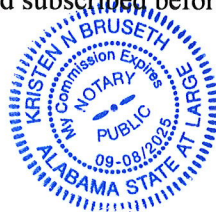
BIDDER NAME	SW Commercial Contracting, LLC	Lee Builders, Inc.	Butler Construction Company, LLC	Wilcock Builders
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y
BID BOND	Y	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	N	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y*	Y
ACKNOWLEDGED ADDENDUM #1	Y	Y	Y	Y
BIDDER ADD/DEDUCT ON ENVELOPE	- \$13,650.00	\$0	\$0	- \$80,000.00
TOTAL BASE BID	\$609,000.00	\$784,395.00	\$826,455.00	\$863,882.00

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

Alicia Walden

Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 30th day of July, 2025.



Notary Public

City of Madison, Alabama
Bid Number: 2025-014-ITB
Project: Animal Control Building
Issued: July 9, 2025



BIDDER PRICING SHEET

BIDDER NAME: SW COMMERCIAL CONTRACTING, LLC

ADDRESS: 12021 SOUTHERN CHARM BLVD

CITY/STATE/ZIP: MADISON, AL 35756

Bid Subtotal:	\$ <u>593,000.00</u>
Contingency (5% of Bid Subtotal):	+ \$ <u>29,650.00</u>
Total Base Bid:	= \$ <u>622,650.00</u>

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

JULY 30, 2025
 Date


 Signature of Authorized Representative

Envelope Deduct: \$13,650.00
 Updated Total Base Bid: \$609,000.00

A. Walden

ORDINANCE NO. 2025-235

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

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

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

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

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

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

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

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

READ, PASSED, AND ADOPTED this ____ day of August 2025.

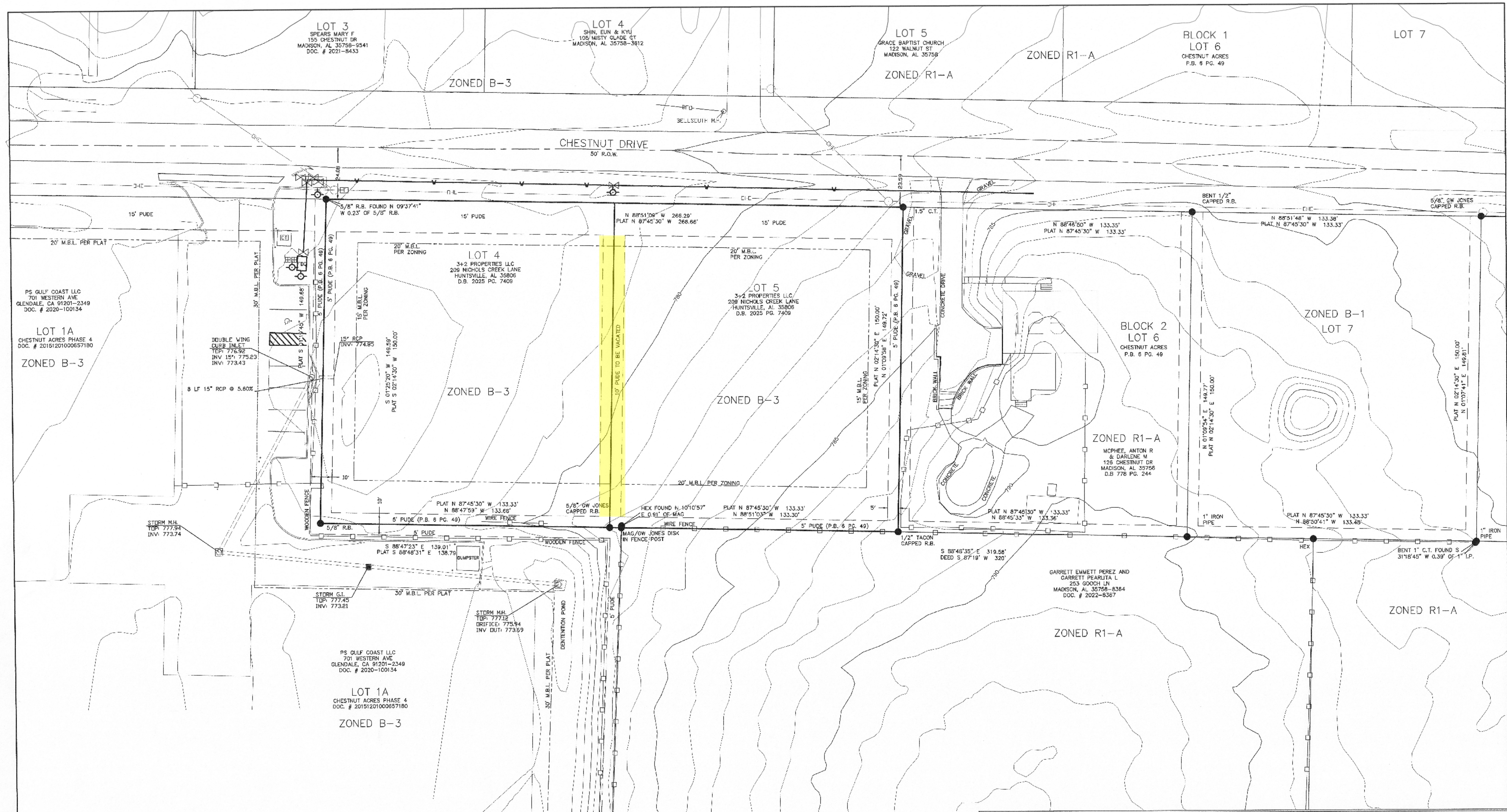
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2025.





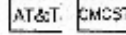
















Paul Finley, Mayor
City of Madison, Alabama



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

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

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

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

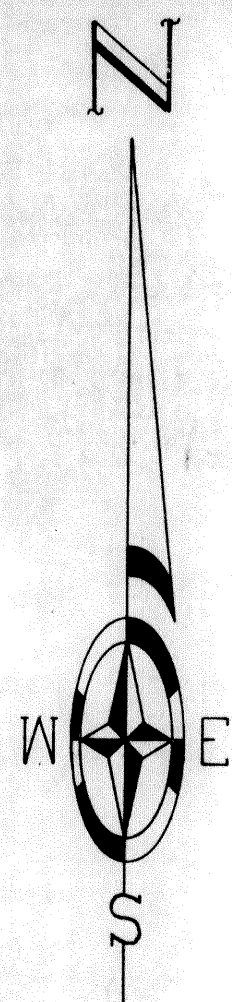
HILL LAND SURVEYING, INC.
133 FEATHERSTONE LANE
OWENS CROSS ROADS, AL 35763
256-337-6102

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

TOWNSHIP 3S, RANGE 2W,
SECTION 28

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

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



STATE OF ALABAMA ()
MADISON COUNTY ()

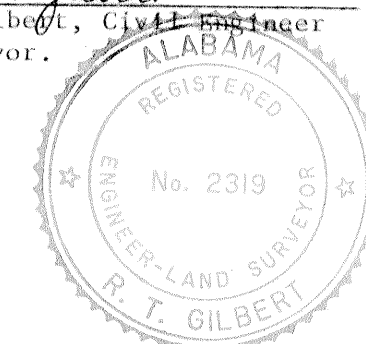
I, Roy T. Gilbert, do hereby certify that I am a registered Civil Engineer and Surveyor, and that I have surveyed the lands embraced in the within plat or map designated as Chestnut Acres, all lying within the corporate limits of the City of Madison, Alabama. It is further certified that said plat or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

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

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

R. L. Smith
R. L. Smith, Owner
Annie Sue Smith
Annie Sue Smith, Wife of Owner

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



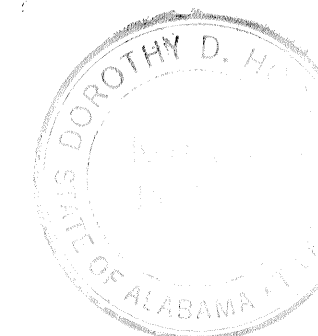
STATE OF ALABAMA ()
MADISON COUNTY ()

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

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

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

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



Dorothy D. Hooper
Dorothy D. Hooper, Notary Public

STATE OF ALABAMA ()
MADISON COUNTY ()

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

MADISON COUNTY HEALTH DEPARTMENT

BY: C. M. Lipton

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

CITY PLANNING COMMISSION

BY: Donald L. Lipton
Acting Chairman

GENERAL NOTES:

- There is a 5.0 foot utility and drainage easement on the side of each side and rear lot line unless otherwise shown. The above note does not apply when two lots, more than two lots, or one lot and a portion of another lot are used for one building site.
- All anchor easements are 10' X 15' unless otherwise shown.

6/49
2.70
25
25
3.20
6/49
RECORDED
PLAT BOOK PAGE

CHESTNUT ACRES SECTION 28 T.35. R.2 W. MADISON COUNTY, ALABAMA		
SCALE 1" = 60'	PREPARED BY GILBERT ENGINEERING CO.	DATE DEC. 1965
DESIGNED		JOB NO. 65-447
DRAWN W. E. B.	44 TRAYLOR ISLAND MEMORIAL PARKWAY NORTH HUNTSVILLE, ALABAMA	SHEET NO.
CHECKED		

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

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

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

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

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

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

Attest:

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.

Notary Public

ORDINANCE NO. 2025-236

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

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

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

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

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

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

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

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

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

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

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

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

READ, PASSED, AND ADOPTED this ____ day of August 2025.

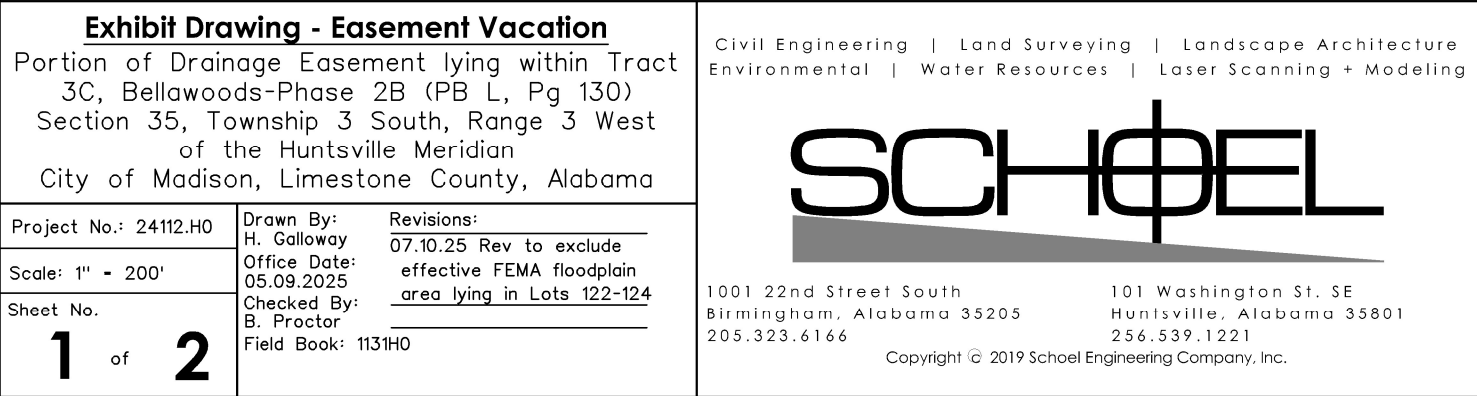
John D. Seifert II, Council President
 City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2025.

Paul Finley, Mayor
 City of Madison, Alabama



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

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

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

Exhibit Drawing - Easement Vacation

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

Project No.: 24112.H0

Scale: - - -

Sheet No. 2 of 2

Drawn By: H. Galloway

Office Date: 05.08.2025

Checked By: B. Proctor

Field Book: 1131H0

Revisions:

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

Civil Engineering | Land Surveying | Landscape Architecture
Environmental | Water Resources | Laser Scanning + Modeling

SCHÖPTEL

1001 22nd Street South Birmingham, Alabama 35205 205.323.6166

101 Washington St. SE Huntsville, Alabama 35801 256.539.1221

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

STATE OF ALABAMA	§	<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 drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Diltina Development Corporation**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described drainage easement situated in Madison, Limestone County, Alabama, to-wit:

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

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

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

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

City of Madison, Alabama,
a municipal corporation

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

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so

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

Notary Public