



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
October 14, 2024

AGENDA NO. 2024-19-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Deborah Timmons of Asbury Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-18-RG, dated September 23, 2024

B. Minutes No. 2024-02-SP, dated September 24, 2024

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation by Mayor Designating the Day of October 22, 2024 as Redstone Toastmasters Day.

Proclamation presented to Lillian Cooke of Toastmasters Club.

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and Periodic bills to be paid

- B. Authorizing payment of invoice from Huntsville Residential Fencing for installation of fence behind Main Street Café (\$37,920.00 to be paid from General Services Special Projects)
- C. Authorizing payment of Invoice No. 28348-1 to Morell Engineering for Project No. 22-002 | Madison Boulevard Resurfacing and Signalization (\$554.87 to be paid from Fund 38)
- D. **Resolution No. 2024-323-R:** Authorizing an agreement with Cook's Pest Control, Inc. for termite services at Madison Community Center, 1329 Browns Ferry Road (initial year \$6,624 and \$2,024 annually thereafter. To be paid from Facilities & Grounds Department budget)
- E. **Resolution No. 2024-324-R:** Authorizing an agreement with Cook's Pest Control for pest control services at Madison Community Center located at 1329 Browns Ferry Road (initial service cost of \$370 and \$185 per month thereafter. To be paid from Facilities & Grounds Department budget)
- F. **Resolution No. 2024-334-R:** Authorizing an agreement with Docuware for cloud based document storage system for a one-year term (\$34,898.92 to be paid from General Services rental contract line item)
- G. **Resolution No. 2024-335-R:** Authorizing the renewal of catastrophic inmate medical insurance from Hunt Insurance Group, LLC, for an annual premium of \$9,739.82 (to be paid from General Services account)
- H. **Resolution No. 2024-338-R:** Providing for the disposition of personal property of negligible value, formerly used by the Fire Department, via online auction through Govdeals pursuant to Section 16-108 of the City of Madison Code of Ordinances
- I. Acceptance of donation from Bean's LLC in the amount of \$50.00 to be deposited in our Fire Donation Account
- J. Acceptance of donation from Senator Butler to assist with funding the installation of a fence behind Main Street Café (\$20,000 to be deposited into Council Special Projects Fund)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Mayor Appointment to Place 3 of Madison Planning Commission with a term expiration of October 15, 2030

12. PUBLIC HEARINGS

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

- A. Resolution No. 2024-308-R:** Request for a Lounge Retail Liquor - Class I License from W.S.H. Ventures LLC., doing business as Vine & Oak, for their location at 69 Martin Street, Madison, AL 35758
- B. Resolution No. 2024-309-R:** Request for an On-Premises Beer and Wine License from Madison Hotels III LLC., doing business as Homewood Suites by Hilton for their location at 540 Town Madison Boulevard, Madison, AL 35758
- C. Resolution No. 2024-310-R:** Request for a Restaurant Retail Liquor License from Exchange Hotel Partners I LLC., doing business as Courtyard | Residence Inn Town Madison for their location at 260 Stadium Way, Madison, AL 35758.
- D. Resolution No. 2024-329-R:** Request for a Lounge Retail Liquor - Class I License from Entice Bar & Grille LLC., doing business as Entice Bar & Grille, for their location at 8694 Madison Boulevard Suite J, Madison, AL 35758
- E. Resolution No. 2024-284-R:** Vacating a portion of Lime Quarry Road Right-of-Way (First reading 09/23/2024)
- F. Proposed Ordinance No. 2024-287:** Zoning certain property owned by Lily Landholdings, Inc. consisting of 89.27 acres located south of Huntsville-Browns Ferry Road and west of Bowers Road from AG (Agriculture) to RC-2 (Residential Cluster District No. 2) (First Reading 08/26/2024)

13. DEPARTMENT REPORTS

ENGINEERING

- A. Annual Update on Rebuild Alabama Act (2019) Gas Tax Funded Projects
- B. Resolution No. 2024-279-R:** Authorizing Change Order No. 1 to Project 22-024 | Mill Creek Ditch for Miller & Miller, Inc., for modifications to the Base Bid (\$130,367.94 with the addition of 95 Calendar Days, to be paid from Fund 38)

FACILITIES AND GROUNDS

- A. Resolution No. 2024-321-R:** Authorizing an agreement with Johnson Controls for addition to the fire alarm system at Toyota Field (\$2,869.59 to be paid from the Multi-Use Venue account)
- B. Resolution No. 2024-331-R:** Authorizing an agreement with American Overhead Door for preventative maintenance services (\$16,277 to be paid from Facilities & Grounds Department budget)
- C. Resolution No. 2024-332-R:** Authorizing an agreement with Gen-Co, Inc. for generator maintenance services (\$15,200 to be paid from Facilities & Grounds Department budget)
- D. Resolution No. 2024-333-R:** Authorizing an agreement with State Systems, Inc. for inspection services of fire alarm systems (\$14,970 first year with \$2,800 one-time fee for new cellular dialers for monitoring, to be paid from Facilities & Grounds Department budget)

FIRE & RESCUE

- A. Resolution No. 2024-318-R:** Authorizing a Professional Services Agreement with PAS Consulting Group for promotional assessment processes (\$27,550 to be paid from Fire Department budget)

PLANNING

- A. Proposed Ordinance No. 2024-305:** Vacation of utility and drainage easement located within 113 Brydon Circle, Lot 56 of Buckingham Phase Three Subdivision (First Reading 09/23/2024)

- B. Proposed Ordinance No. 2024-312:** Vacation of utility and drainage easement located within 244 Yancy Road, Lot 4 Block 5 of Chickasaw Estates Subdivision (First Reading 09/23/2024)
- C. Proposed Ordinance No. 2024-326:** Assenting to the annexation of certain property owned by Donald William Ayers and Dynetta Olivia Jones-Ayers located at 11027 Cardinal Drive (First Reading)
- D. Resolution No. 2024-328-R:** Setting a Public Hearing on Proposed Ordinance No. 2024-327; zoning certain property owned by Donald William Ayers and Dynetta Olivia Jones-Ayers consisting of 0.63 acres located north of Powell Road and west of Cardinal Drive to R-1A (Low Density Residential) upon annexation (First Publication 10/23/2024, Synopsis 10/30/2024, Public Hearing 11/25/2024)
- E. Resolution No. 2024-285-R:** Acceptance of a public utility and drainage easement located south of Lime Quarry Road
- F. Resolution No. 2024-336-R:** Authorizing an amendment to the Professional Services Agreement with Gilbert McLaughlin Casella, Architects, PLC for construction related services for an addition to Toyota Field (\$463,000 to be paid from Venue Maintenance Fund)

POLICE

- A. Resolution No. 2024-302-R:** Authorizing renewal of agreement with Trident Security Solutions, LLC, for security services at City Hall complex for a one-year term (\$172,380 to be paid from Police Department budget)

RECREATION

- A. Resolution No. 2024-337-R:** Authorizing grant application with and purchase of playground equipment from GameTime (\$181,395 to be purchased via Omnia Partners Purchasing Cooperative, with 100% matching funds to be paid from Recreation Department budget)

LEGAL

- A. Resolution 2024-340-R:** Approving Purchase and Sale Agreement for additional parking lot property by Toyota Field from Old Town Investments, LLC (\$4,000,000 to be paid from General Fund, Capital Outlay)
- B. Resolution 2024-341-R:** Approving Memorandum of Agreement for Madison Branch Boulevard, Segers Road, and Maecille Drive infrastructure improvements in connection with construction of new elementary school with the City of Madison Board of Education and Enfinger Development, LLC (Accepting Infrastructure Construction Reimbursement Schedule for \$2,140,985 from BOE)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. EXECUTIVE SESSION

- A. Personnel Hearing

16. ADJOURNMENT

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

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



**MINUTES NO. 2024-18-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
September 23, 2024**

The Madison City Council met in regular session on Tuesday, September 23, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Pro Tem John Seifert.

Pastor Troy Garner from The Fellowship of Faith Church provided the invocation followed by the Pledge of Allegiance led by Girl Scout Kate Bagwell.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Absent
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 Garrett Gillott, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, Economic and External Affairs Officer Traci Gillespie, and Senior Human Resources Coordinator Mia Powers.

Public Attendance registered: Kenneth Jackson, Kaye Goldthorpe, Eric Walker, Jocelyn Broer, Miranda Cassell, Lori Bond, Patricia Sams and Girl Scouts from Troop 404.

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2024-17-RG DATED SEPTEMBER 9, 2024

Council Member Powell moved to approve Minutes No. 2024-17-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2024-09-WS DATED SEPTEMBER 9, 2024

Council Member Powell moved to approve Minutes No. 2024-09-WS. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF PROCLAMATION BY MAYOR DESIGNATING THE MONTH OF SEPTEMBER 2024 AS NATIONAL SUICIDE PREVENTION MONTH. PROCLAMATION TO BE PRESENTED TO MR. ERIC WALKER, BOARD MEMBER OF AMERICAN FOUNDATION FOR SUICIDE PREVENTION ALABAMA

Mayor Finley presented the Proclamation for September 2024 as National Suicide Prevention Month to Mr. Eric Walker, Board Member of The American Foundation for Suicide Prevention Alabama. Mr. Eric Walker commented that suicide is preventable. There will be a walk in October recognizing those who struggle with suicide at Big Spring Park. A round of applause was given.

PUBLIC COMMENTS

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

Jocelyn Broer (DISTRICT 4)

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

- Infrastructure concerns with recent housing developments
- Resolution No. 2024-314-R

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,579,914.38
½ Cent Infrastructure	\$11,443.70
Gasoline Tax & Petroleum Inspection fees	\$7,235.24
CIP Bond Accounts	\$98,398.56
Library Building Fund	\$83,826.49
Venue Maintenance	\$12,800.00
Fire CPR	\$1,155.50

Regular and periodic bills to be paid

Resolution No. 2024-316-R: Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 062455 for damage to 2014 Dodge Charger. A loss occurred on the 14th day of August 2024. The loss upon the best knowledge and belief of insured was caused by a collision. The actual loss and damage to the described automobile was \$2,263.50. The deductible for this loss is \$500.00 resulting in the accepted and full settlement of \$1,763.50.

Resolution No. 2024-317-R: Authorizing an agreement with TransUnion Risk and Alternative Data Solutions, Inc. (\$100 monthly to be paid from Court Department budget)

Resolution No. 2024-319-R: Authorizing renewal of supplemental insurance (to be paid from General Operating budget)

Resolution No. 2024-322-R: Authorizing Amended MARS Agreement with the City of Huntsville (\$2,550.11/month to be paid from the Parks and Recreation Department's budget)

Resolution No. 2024-325-R: Authorizing a Subscription Services Agreement with Contruent, LLC, for ProcureWare bid management software in the amount of \$9,915.75 (to be paid from General Services Special Projects)

Authorization of payment to GPR-South Madison LLC pursuant to Resolution No. 2024-162-R approved on July 8, 2024 (\$300,000 to be paid from General Services Special Projects)

Authorization for the Engineering Department to solicit bids for Project 22-038 Hardiman & Burgreen signal

Authorizing payment of invoice from NextSite, LLC for AlphaMap web-based GIS Software in the amount of \$12,995.00 (to be paid from Planning Department budget)

Acceptance of donation from Madison Industrial Development Board to assist with funding the design of Project No. 24-023 | Royal Drive Extension, Phase 1 (\$75,000 to be deposited into Fund 38)

Council Member Shaw seconded. Council Member Denzine asked why the MARS agreement is a monthly contract rather than an annual contract? City Attorney Megan Zingarelli responded that the Parks and Rec Department has requested that the contract be monthly. The Parks and Rec department is hoping to create a city employment position soon. Council Member Denzine asked for clarity on the authorization of payment to GPR-South Madison LLC. Director of Development Services Mary Beth Broeren responded that this is the first payment for the Aldi Grocery Store project on Madison Boulevard. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Excited about the Madison Street Festival happening Saturday October 5th

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Thanked the Trash Pandas and the City’s First Responders for the 9/11 Memorial Stair Climb Ceremony
- Thanked the Facilities and Grounds Department for installing the water bottle filler at the Madison Library
- Thank you to all who came out to the library book sale; proceeds go toward programs at the library
- Thank you to Mayor Finley for the invitation to the Chamber Golf Tournament
- Inquired if a train light can be installed when coming north on Sullivan Street

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Tuesday, September 24, 2024, Council is meeting to vote on the budget
- Thank you to everyone for their hard work on the budget, especially Finance Department Director Roger Bellomy

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No new business

COUNCIL DISTRICT NO. 4 GREG SHAW

No new business

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

Absent

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Excited about the Madison Street Festival happening Saturday October 5
- The festival offers music, arts and crafts, food, and youth areas
- To volunteer, visit madisonstreetfestival.org
- The Wellstone Pediatric Mental Health Center had their ribbon cutting and is now open
- Congratulated the Trash Pandas and the City’s First Responders for the wonderful 9/11 Memorial Stair Climb Ceremony
- Shout out to the Fire Fighters, they completed the climb in their full gear

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Thank you to the Police Department and SROs for their response Friday night at the football game
- Expressed his appreciation for the Department’s professionalism
- Special Called Meeting on Tuesday September 24, 2024, at 5:30, to vote on budget

RESOLUTION NO. 2024-315-R: AUTHORIZING THE ARCHIVING OF THE SEPTEMBER 9, 2024, CITY COUNCIL WORK SESSION

Council President Pro Tem Seifert moved to approve Resolution No. 2024-315-R. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

Council Member John Seifert Aye

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

Motion carried.

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

PROPOSED ORDINANCE NO. 2024-232: AMENDING ARTICLE IV, SECTION 4-15 OF THE ZONING ORDINANCE REGARDING THE DOWNTOWN REDEVELOPMENT INCENTIVE (DRI) OVERLAY DISTRICT (FIRST READING 8/12/2024)

Director of Development Services Mary Beth Broeren informed Council that this is a request to amend article IV, Section 4-15 of the zoning ordinance regarding the Downtown Redevelopment Incentive. The Planning Department is proposing to expand the area of the district around 5.5 acres.

Council President Pro Tem Seifert opened the floor for public comments regarding this request. There being none, he then closed the floor and entertained a motion from Council. Council Member Spears asked what was the advantage of broadening the redevelopment district? Director of Development Services Mary Beth Broeren responded that the area was formerly a part of the DRI Overlay District, and they would like to make it a part of the district again.

Council Member Shaw moved to approve Proposed Ordinance No. 2024-232. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

PROPOSED ORDINANCE NO. 2024-303: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 2B OF MADISON TOWNE CENTRE SUBDIVISION (FIRST READING 09/09/2024)

Council Member Wroblewski moved to approve Proposed Ordinance No. 2024-303. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2024-305: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 113 BRYDON CIRCLE, LOT 56 OF BUCKINGHAM PHASE THREE SUBDIVISION (FIRST READING)

This is the First Reading only

PROPOSED ORDINANCE NO. 2024-312: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 244 YANCY ROAD, LOT 4 BLOCK 5 OF CHICKASAW ESTATES SUBDIVISION (FIRST READING)

This is the First Reading only

RESOLUTION NO. 2024-314-R: APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADISON, ALABAMA AND DAVIDSON HOMES, LLC, ET AL. FOR PROPERTY LOCATED ON THE WEST SIDE OF BOWERS ROAD, SOUTH OF HUNTSVILLE-BROWNS FERRY ROAD

Director of Development Services Mary Beth Broeren informed Council this is a development agreement between The City of Madison and Davidson Homes. The property is 89 acres on the West side of Bowers Road and South of Huntsville Browns Ferry Road. The development agreement limits the number of homes to 198 single family homes. The project is proposed in three phases, with 66 units per phase with a time frame of 18 months per phase. No certificate of occupancy until 2026. The zoning requested is a cluster zoning which requires a Concept Plan. There is a Public Hearing set for October 14. Council Member Wroblewski asked the price point for these homes? Director of Development Services Mary Beth Broeren

responded she did not know the price point. Council Member Wroblewski asked how large the homes would be? Director of Development Services Mary Beth Broeren responded the lots would be 80 foot wide. Council Member Denzine asked why we would approve the development agreement before the zoning is changed? Director of Development Services Mary Beth Broeren responded that the development agreement gives The City some assurances as to what the development may be. Council Member Spears asked if this development will be connected to a Greenway? Director of Development Services Mary Beth Broeren responded that there is no Greenway. There is a proposed Inner connectivity route.

Council Member Shaw moved to approve Resolution No. 2024-314-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-283-R: SETTING A PUBLIC HEARING ON PROPOSED RESOLUTION NO. 2024-284-R; VACATING A PORTION OF LIME QUARRY ROAD RIGHT-OF-WAY (POST NOTICE BY 10/7/2024, PUBLIC HEARING 10/14/2024)

Director of Development Services Mary Beth Broeren asked Council to set a Public Hearing for October 14, 2014, for a Vacation of Right-of-way for Lime Quarry Road.

Council Member Shaw moved to approve Resolution No. 2024-283-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

POLICE

RESOLUTION NO. 2024-313-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH AEA FOR PARTICIPATION IN THE ALABAMA DRUG ENFORCEMENT TASK FORCE

Council Member Wroblewski moved to approve Resolution No. 2024-313-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

Having no further business to discuss Council Member Wroblewski moved to adjourn.

The roll call vote was taken and recorded as follows:

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

Motion carried.

The meeting was adjourned at 6:49 p.m.

Minutes No. 2024-18-RG, dated September 23rd, 2024, read, approved and adopted this 26th day of September 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lori Spaulding
Recording Secretary



**MINUTES NO. 2024-02-SP
SPECIAL CALLED MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
September 24, 2024**

The Madison City Council met for a special called meeting on Tuesday, September 24, 2024, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30p.m. by Council President Pro Tem John Seifert.

The following elected governing officials were in attendance

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Absent
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Absent
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, Senior Human Resources Coordinator Mia Powers, Facilities Director Gerald Smith, Information Technology Director Chris White, Information Technology Coordinator Toby Jenkins, Economic and External Affairs Officer Traci Gillespie, Director of Development Services Mary Beth Broeren, Director of Engineering Michael Johnson, Director of Finance Roger Bellomy, Deputy Court Clerk Beth Bellomy, City Manager Steve Smith, and Police Chief Johnny Gandy.

Public in attendance: Margi Daly

The Special Session meeting was opened with Council President Pro Tem John Seifert thanking the public for bringing forward any comments that they've had throughout the budget process.

Council President Pro Tem John Seifert presented Resolution No 2024-274-R:

RESOLUTION NO 2024-274-R: ADOPTING THE ANNUAL OPERATING BUDGET FOR CITY OF MADISON FOR OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025

Council Member Spears moved to approve Resolution No. 2024-274-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Council Member Maura Wroblewski thanked Director of Finance Roger Bellomy, the Mayor’s Office, and the Finance Committee for the hard work they put into the budget. She also thanked the Mayor’s office for their support in the beginning the funding of the Huntsville/Brownsferry Roundabout. Ms. Wroblewski also thanked Police Chief Johnny Gandy for his support of the SWAT vehicle and the Director of Facilities Gerald Smith for the Animal Services building. She closed with thanking City Attorney Megan Zingarelli for continuing to help Human Resources with the compensation package to ensure it would be ready on time.

Council Member Connie Spears expressed her excitement about the new budget. She thanked City Attorney Megan Zingarelli for all of her hard work in making it possible. Ms. Spears pointed out that all of the Capital Improvement Projects that were requested made it into the budget. Ms. Spears also expressed that she feels this is a very solid budget with very appropriate numbers.

Council President Pro Tem John Seifert thanked Council Member Connie Spears and the rest of the Finance Committee for everyone’s hard work in completing the budget on time, and before the start of the fiscal year.

Council Member Karen Denzine expressed her excitement with the new budget. She explained she feels the employees deserve the compensation increase and feels they will really benefit from them.

Mayor Finley explained the process if the resolutions pass. He explained that the budgets would be posted on the City website within about a week.

RESOLUTION NO. 2024-290-R: ADOPTING A LIST OF CAPITAL IMPROVEMENT PROJECTS TO BE CONSTRUCTED AND FUNDED FROM FUND 38

Council Member Shaw moved to approve Resolution No. 2024-290-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 5:39 p.m.

Minutes No. 2024-02-SP, dated September 24th, 2024, read, approved and adopted this 14th day of October 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

PROCLAMATION

REDSTONE TOASTMASTERS DAY

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

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

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

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

WHEREAS, the Redstone Toastmasters Club has sponsored and organized seven other clubs in North Alabama, and Redstone members have served in various District leadership positions over the past 69 years; and

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

NOW, THEREFORE,

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

OCTOBER 22, 2024

as

REDSTONE TOASTMASTERS DAY

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 14th day of October, 2024.

Paul Finley, Mayor



INVOICE

Huntsville Residential Fencing
3021 Fairacres Rd
Huntsville, AL 35805

hrfencing11@gmail.com
(502) 512-3701



Bill to
City of Madison

Ship to
City of Madison

Invoice details

Invoice no.: 1297
Invoice date: 10/01/2024
Due date: 10/01/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Services	684' of 4' Tall MONT PNL GEN 3R Steel Fence with Quad Finials Ball Top 2) 5' walk gates, Panels are 8' Wide Posts-2"x2" Rails-1"x1.25" Pickets-5/8"x5/8"	1	\$37,920.00	\$37,920.00

Total **\$37,920.00**

Overdue 10/01/2024

Ways to pay

BANK

[Pay invoice](#)

View invoice online

Scan code or go to the link below to view the invoice online

[View invoice](#)





Invoice

City of Madison
100 Hughes Road
Madison, AL 35758

E. Michelle Dunson
10/9/2024
Fund 38
Proj # 22-002

Date	Invoice #
9/30/2024	28348-1

consent agenda

Job Description		Job Number	Due Date	
Madison Blvd		22-0209	10/30/2024	
Date of Service	Description	Hours/Qty	Rate	Amount
9/4/2024	**City of Madison PO#: 2023-00000515 **STPAA-4522 Resurface & Stripe Madison Blvd, Wall Triana to Flagstone Skipper Consulting - Traffic Study Subconsultant Administrative Expense <div style="text-align: center;"> <p>RECEIVED</p> <p>OCT 08 2024</p> <p>CITY OF MADISON ENGINEERING DEPARTMENT</p> </div>	1	528.45 5.00%	528.45 26.42

We accept Visa, Mastercard, Discover and American Express.		Total	\$554.87
****Please note there will be a 2.5% Convenience Fee added to all invoices paid with a debit or credit card.****		Payments/Credits	\$0.00
Name as it appears on card: _____ Billing Address: _____ Account Number: _____ Expiration Date: _____ Card Code: _____ Amount: _____ Signature: _____		Balance Due	\$554.87
Thank you for your business.			

RESOLUTION NO. 2024-323-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH COOK'S PEST CONTROL FOR SERVICES AT 1329 BROWNS FERRY ROAD

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Cook's Pest Control, Inc., for termite services at 1329 Browns Ferry Road, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Subterranean Termite Control 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 Cook's Pest Control, Inc., in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama



Corporate Office • 1741 Fifth Avenue, SE • Decatur, AL 35601

RETREATMENT GUARANTEE

THIS CONTRACT PROVIDES FOR RETREATMENT OF THE INFESTED AREAS OF THE COVERED STRUCTURE(S) BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES.

Important: You should read all pages of this Agreement, including the Guarantee.

SERVICE AGREEMENT WITH: City Of Madison Offer expires 30 days after: 09/18/2024

SERVICE INFORMATION

Customer Name: City Of Madison
Service Address:
1329 Browns Ferry Rd
Community Center
Madison, AL 35758

Phone Number: (256) 772-5600
E-mail: laura.folts@madisonal.gov

BILLING INFORMATION

Account Number: 169242
Customer Name: City Of Madison
Billing Address:
100 Hughes Rd
Madison, AL 35758-1110

Phone Number: (256) 772-5600
E-mail: laura.folts@madisonal.gov

PAYMENT TERMS AND CONDITIONS

Subject to the terms of the Sample Guarantee which is contained on the reverse side of the Customer's copy of this Agreement, charges for all services are due at the time the services are provided, unless the charges are financed or unless other payment arrangements are agreed to in writing by Customer and Cook's Pest Control, Inc. [Cook's]. If and when due, customer shall also pay any applicable taxes. In the event the Sentricon Agreement is renewed and continued for additional yearly periods, Customer will pay an annual renewal fee of 2024.00 which may be paid in quarterly installments of 506.00 beginning next year. These installments are due on the first day of each quarter. After three years, the annual renewal fee is subject to being changed periodically by Cook's.

If the Customer's account becomes more than 90 days past due, or if Customer cancels service before the end of the first year, the Agreement, Guarantee, and protection will be cancelled, all amounts due will become payable as liquidated damages, and any payments received after cancellation shall be applied to the liquidated damages due. Payment of liquidated damages shall not reinstate the Agreement, Guarantee or protection. In the event of cancellation, Customer agrees to pay all costs of collection including a reasonable attorney's fee, subject to any limitations imposed by law.

FINANCE CHARGE

The **FINANCE CHARGE** on the above is computed on any **UNPAID BALANCE** at the rate of **1 1/2% PER MONTH** or **18% ANNUAL PERCENTAGE RATE**. If the balance owing is paid in full within 30 days of the Agreement or date charged, no finance charge will be added. The finance charge and total amount of payments have been computed on the assumption that **ALL** payments will be received in the month charged. In the event that timely payments are not made, the final payment will be increased due to the finance charge being computed on an unpaid balance that includes an unpaid finance charge.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Your payment schedule will be:

Number of Payments	Amount of Payments
0	0

PAYMENTS DUE monthly, beginning one month after date of installation as stated on the Service Report, and on the same day each month thereafter.

- A. **ANNUAL PERCENTAGE RATE:** The cost of your credit as a yearly rate. 0%
- B. **FINANCE CHARGE:** The dollar amount the credit will cost you (D-C). 0
- C. Amount Financed: The amount of credit provided you or on your behalf (Balance Owing). 0
- D. Total of Payments: The amount you will have paid after you have made all payments as scheduled (B+C). 0
- E. Total Sales Price: Total cost of your purchase on credit, including your downpayment (0) 0

You have the right to receive an itemization of the Amount Financed at this time.

I want an itemization I do not want an itemization. LATE CHARGE: None

SECURITY: You are not giving us any security interest. **PREPAYMENT:** If you pay off early, you will not have to pay a penalty. See your Agreement documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Customer Agrees to Pay:

Commercial Sentricon - Commercial District	Price/Visit	Tax	Discount	Total	Visit First Year	Due Now
Com Sentricon Install - Pest Customer	\$6,624.00	0	0	\$6,624.00	1	\$6,624.00
Master agreement for install on main building and smaller L shaped building.						
Sentricon - Coring	0	0	0	0	1	0
18 cores						

TOTAL FOR THIS PROGRAM

TERMS AND CONDITIONS

NOTICE - Any holder of this consumer credit Agreement is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

NOTICE - Buyer's Right to Cancel (For Consumer Agreements Only). If this Agreement was solicited at your residence and you do not want the goods or services, you, the Buyer, may cancel this Agreement by delivering or mailing a notice to the Seller. The notice must say that you do not want the goods or services and must be delivered or mailed before midnight of the third business day after you sign this Agreement. The notice must be delivered or mailed to Cook's Pest Control, Inc., 1741 Fifth Ave. SE, Decatur, AL 35601.

See the Notice of Cancellation form given to you by the Cook's Representative for an explanation of this right.

NOTICE - With the exception of any State mandated waiver forms, if applicable, this Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past termite control Agreements and Guarantees between Customer and Cook's, if any, are expressly superseded by the terms and conditions of this Agreement, Guarantee and protection.

CAUTION - It is important that you thoroughly read all 3 pages of this Agreement and Guarantee.

ALTERNATIVE DISPUTE RESOLUTION

As an inducement to Cook's Pest Control, Inc. [COOK'S] to enter into the Service Agreement and Guarantee with the Customer, the parties hereto agree as follows:

(1) In the event of any dispute, controversy or claim arising out of or relating to the Service Agreement and/or Guarantee, any alleged breach thereof or arising out of any prior or future dealings between COOK'S and Customer (hereinafter collectively "any dispute"), the parties hereby agree to resolve any dispute between themselves in accordance with this Alternative Dispute Resolution Agreement. First, the parties shall use their good faith efforts to negotiate between themselves a mutually satisfactory resolution of any dispute.

(2) Second, in the event the parties are unable to resolve any dispute among themselves, COOK'S and Customer agree to mediate such dispute. The mediation shall be conducted in accordance with the Alabama Civil Court Mediation Rules or, if available, the mediation rules adopted by the highest court of the state of Customer's residence. The parties shall mutually agree upon a mediator and the mediation shall be conducted in the county of the Customer's residence. In the event the parties are unable to agree upon a mediator, the then-presiding Judge of the Circuit Court or highest trial court of the county of the Customer's residence shall select a mediator. Unless agreed otherwise, the cost of the mediation shall be paid equally by the parties.

(3) Third, in the event any dispute cannot be resolved by voluntary mediation, COOK'S and Customer hereby expressly agree to submit any and all disputes to binding arbitration. COOK'S and Customer hereby acknowledge and agree that the Service Agreement and Guarantee involve, impact and substantially affect interstate commerce and that any and all disputes regarding the Service Agreement and/or Guarantee, claims arising out of or relating to the Service Agreement or Guarantee the breach thereof or arising out of any prior or future dealings between COOK'S and Customer are subject to the provisions of the Federal Arbitration Act, 9 U.S.C. § 1 et. seq. COOK'S and Customer hereby acknowledge and agree that binding arbitration has been chosen by them as an alternative to litigation.

It is understood and agreed by and between COOK'S and Customer that the arbitration shall be conducted before a single arbitrator to be mutually agreed upon by COOK'S and Customer. In the event that COOK'S and Customer cannot agree upon an arbitrator, then the Presiding Circuit Judge of the Circuit Court of Morgan County, Alabama shall appoint an arbitrator. It is further understood and agreed that the arbitration shall be held in Morgan County, Alabama.

If the transaction is a consumer transaction, COOK'S shall pay the cost of the arbitration with each party to pay his, her or its own attorneys' fees and costs. If the transaction is a commercial transaction, COOK'S and the Customer shall each pay one-half of the cost of arbitration unless ordered otherwise by the Arbitrator and each party shall pay his, her or its own attorneys' fees and costs. As a part of the final decree in any arbitration, the arbitrator may reapportion the arbitration cost payable by each party. Any arbitrations will take place on an individual basis; class arbitrations and class actions are not permitted. The parties intend that the scope of matters subject to arbitration shall be interpreted in the broadest possible range of matters that may be arbitrated under federal law, and that any question as to the scope of the claims to be resolved shall be determined by the arbitrator, including, but not limited to, any issues with regard to fairness, capacity, waiver and/or unconscionability.

WAIVER OF TRIAL BY JURY: It is mutually understood and agreed between COOK'S and Customer and for their successors and assigns that both parties do hereby waive trial by jury of any claim, counterclaim or third-party claim, including any and all claims of injury or damages brought by either party against the other arising out of or relating to the Service Agreement and/or Guarantee, any breach thereof, or any prior or future dealings between COOK'S and Customer. The parties acknowledge and agree that this waiver of trial by jury is made freely, knowingly and voluntarily and is desired by all parties to avoid the time and expense of a jury trial. In the event that the arbitration agreement contained herein should be declared by any court of law to be unenforceable for any reason, the parties to this Agreement nevertheless expressly agree to waive a jury trial of any disputes. Customer acknowledges that he or she has read the foregoing Alternative Dispute Resolution Agreement, understands its provisions and agrees to be bound by its terms.

X

Cook's Pest Control, Inc. Representative

Customer or Agent

Subterranean Termite Control - AL/MS Sentricon® System Retreatment Guarantee

Definition: "Subterranean Termites" – For the purposes of this Agreement, "Subterranean Termites" is expressly limited to include native Subterranean and Formosan Termites. It does not include drywood termites, powderpost beetles, carpenter ants, molds, fungi, wet rot, dry rot, wood decaying bacteria, or other woodboring insects or any other type organism except native Subterranean and Formosan Termites.

I. RENEWABLE PROTECTION

1. This Guarantee is effective for a period of one (1) year following the initial treatment. Thereafter, the Guarantee may be continued on a year-to-year basis subject to the terms listed in this Guarantee. This Guarantee can only be modified in writing, signed by Cook's Pest Control, Inc. [Cook's] and Customer. With the exception of the warranty disclaimer below, this Guarantee applies only to the Sentricon® System.
2. The Customer reserves the right to cancel this Guarantee at any time after the first year. Cook's reserves the right to adjust the Annual Renewal Fee after the third year of this Guarantee and may cancel this Guarantee for any of the following reasons:
 - a. The building is sold or there is a change in ownership (A new Guarantee may be issued by agreement between the new owner and Cook's).
 - b. Customer fails to fulfill all obligations as specified in the Agreement and Guarantee.
 - c. There occurs a natural disaster or other event, such as a storm, flood, fire, etc., which substantially alters or destroys the effectiveness of the Cook's treatment.
 - d. There occurs a change in state or federal law which substantially alters or affects Cook's ability to perform its obligations under the Agreement.
 - e. Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon® System.
3. This Guarantee is specifically limited to only those structures set forth in the Agreement and graph and incorporates herein by reference any State mandated waiver forms, if applicable.

II. RETREATMENT GUARANTEE

1. Cook's will perform the following services during the term of this Guarantee:
 - a. Install Sentricon termite bait stations in the soil around the structure(s) according to guidelines established by Dow AgroSciences.
 - b. Monitor the stations and install Recruit and Recruit AG termite bait in the stations according to guidelines established by Dow AgroSciences.
 - c. Make an annual inspection of the structure and provide all required reports.
2. This Guarantee is limited to **retreatment services only** and **does not** cover damage or repairs to the structure, its contents, any attachments or additions.

III. CUSTOMER OBLIGATION

1. Customer agrees to maintain the treated structure free of any moisture condition that permits termites to survive without returning to the soil. Such conditions include, but are not limited to, roof leaks, improper ventilation, faulty plumbing or improper drainage. In addition, all wood, foam insulation, stucco construction, siding, Exterior Insulation and Finish Systems (EIFS) or any other material which will wick moisture and/or support an active colony of native Subterranean or Formosan Termites, or which may permit hidden access to the structure, must be kept and maintained at least six [6] inches above ground level. The presence of any of these conditions shall void the Guarantee. It is the Customer's sole responsibility to identify and correct these conditions.
2. Customer further understands and agrees that foam insulation applied to any wooden floor joists and boards in the crawl space inhibits and prevents adequate termite inspections. From the date of the Agreement, Customer agrees no such foam insulation will be applied in the structure crawl space. Subsequent application of foam insulation can void this Guarantee as determined by Cook's. In the event such foam insulation has already been applied at the date of the Agreement, Customer agrees to make the necessary modifications as instructed by Cook's before this Guarantee becomes valid.
3. It is the sole responsibility of the Customer to notify Cook's in writing if the building is sold, ownership changes, additions are made, stations are removed, or if the Guarantee is to be terminated for any other reason. If additions are made or stations removed, additional changes will be required for the installation of new stations and for the Guarantee to remain in effect.
4. All initial treatment charges are due at the time the services are provided, unless financed or other written payment arrangements are agreed to by and between Customer and Cook's. All annual renewal fees are due as required by the payment terms and conditions.
5. Customer will cooperate fully with Cook's by making the structure(s), and all areas where there are monitoring stations, available for all inspections and servicing. Customer understands that access to the stations is an essential element to the performance of this agreement and in any situation where access requires permission from an adjoining property owner, it shall be the Customer's sole responsibility to obtain any necessary permission. Removal of stations will result in a lack of termite protection and void your Guarantee.
6. Removal or tampering with Sentricon stations by Customer could void this agreement at Cook's sole discretion. Customer agrees to contact Cook's immediately if any station is removed or disturbed.

IV. CUSTOMER UNDERSTANDS AND AGREES

1. The Sentricon® System treatment being provided is for native Subterranean and Formosan Termites and does not include protection for Drywood Termites, Boring Beetles or any other wood destroying organisms, mold, Wood Decay Fungus, moisture damage or any other moisture related conditions.
2. The Sentricon® System involves station monitoring, eliminating any detected termite colonies, and continued station monitoring to ensure protection from any new termite colonies.
3. If applicable, Customer releases Cook's from any liability from all treatment, retreatment, inspection, or repair of termite damage in any area associated with or identified in a "Waiver Form" or similar "Exceptions to Treatment Standards" which prohibited a full, initial minimum treatment of the subject property.
4. If this Guarantee is cancelled, for whatever reason, Customer shall not be entitled to any re-payment of annual renewal fees paid.
5. All components of the Sentricon® System are and shall remain the property of Dow AgroSciences. Customer has no rights to any of the components, other than the right of installation by Cook's on Customer's premises pursuant the Agreement.
6. If Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon® System, they shall notify the Customer and offer one of the following:
 - a. If the Customer and Cook's agree on the use of an alternative form of termite protection, a new agreement shall be entered into and Customer shall receive credit for any unearned payments; or
 - b. If the Customer or Cook's elects to discontinue the Agreement, the Customer shall receive a refund for any unearned payments.
7. Upon the expiration or termination of this Agreement, either Cook's, Dow AgroSciences, or their representative are authorized by the Customer to retrieve from the premises the Sentricon stations and other system components. In the event Customer fails or refuses to permit access to the premises for removal of the Sentricon® System components, Customer shall be liable to Cook's for the amount of \$25.00 per month for each month Customer refuses to permit access for retrieval of system components as agreed in this paragraph.
8. State regulations may require specific treatment standards for a conventional liquid barrier termite treatment. However, these standards will not be performed as part of this Agreement because the Sentricon® System is a conceptually different type of termite treatment which does not involve a liquid barrier treatment. The Sentricon® System is registered for use in this state.
9. There is no guarantee, and Cook's does not represent, that termites will not return.
10. Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Parties, any legal or equitable right, remedy, or claim under, or in respect to, this Agreement or any provision contained herein. This Agreement, any conditions contained herein, or performance by either party hereof, is intended to be for the sole and exclusive benefit of the Parties, and for the benefit of no other person or entity.
11. It is understood and agreed between the parties that all monitoring and/or servicing of the bait or the baiting systems ("treatment") shall be performed by Cook's and that Cook's is hereby given the sole and exclusive authority and discretion to determine what treatment shall be provided and the manner in which said treatment is undertaken.
12. The purchase of polyethylene barriers or louvered vents for the crawlspace are to further protect against termites and not sold to control or prevent mold, mildew, rot, or other similar moisture related infestations. Cook's makes no warranties, representations, or guarantees as to the ability of these products to prevent such infestations.

V. 110% MONEY-BACK GUARANTEE

1. Cook's agrees to refund the initial installation charge plus an additional 10% if:
 - a. The Customer's dissatisfaction is communicated in writing within 30 days following the initial installation, and
 - b. After receiving such notice, Cook's fails to reasonably satisfy the Customer within 30 days.

Note: All warranties for materials or services shall be expressly limited to the manufacturer's warranty, if any, and the warranties specifically set forth herein. Cook's makes no other warranties, express or implied, including merchantability and fitness.

The removal of the bait or baiting system may result in a lack of termite protection.

RESOLUTION NO. 2024-324-R

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH COOK'S
PEST CONTROL FOR PEST CONTROL SERVICES AT 1329 BROWNS
FERRY ROAD**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Cook's Pest Control, Inc., for pest control services at 1329 Browns Ferry Road, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Commercial 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 Cook's Pest Control, Inc., in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama



SERVICE AGREEMENT WITH: City Of Madison Offer expires 30 days after: 09/18/2024

SERVICE INFORMATION

Customer Name: City Of Madison
Service Address:
1329 Browns Ferry Rd
Community Center
Madison, AL 35758

Phone Number: (256) 772-5600
E-mail: laura.folts@madisonal.gov

BILLING INFORMATION

Account Number: 169242
Customer Name: City Of Madison
Billing Address:
100 Hughes Rd
Madison, AL 35758-1110

Phone Number: (256) 772-5600
E-mail: laura.folts@madisonal.gov

110% SATISFACTION GUARANTEE – If you are not completely satisfied with the results of our monthly service, report your dissatisfaction to the local Cook's manager. We will respond within 24 hours with a solution to your pest problem. If you are not completely satisfied within one week, your next monthly service is free, plus we will issue a credit for 10% off the following month's service.

This Agreement is for the control of : roaches, ants*, silverfish, rodents, fleas**, ticks**, spiders***, rodents

- * See page 2 of this agreement for terms and conditions of fire ant service.
- ** Flea and tick control is limited to indoor treatment only, unless otherwise specified.
- *** This agreement excludes the control of brown recluse spiders and bed bugs, which require an alternative specialized treatment.

Pests to be controlled in the following areas of the building(s):

Treat the exterior of both buildings covering up to ten feet out monthly. Knock down webs and wasp nests where accessible from the ground. Service 12 exterior rodent stations monthly. Treat interior restrooms and food areas monthly. Monitor other interior common areas and offices and treat as needed.

Cook's will, after a thorough initial treatment, provide regular service trip(s) each month. Customer agrees to comply with sanitation and additional control procedures as outlined in the Inspection Report and attached recommendations contained in this proposal and any subsequent recommendations made by Cook's.

Customer agrees to pay Cook's for the initial service and monthly services for the following twelve months. If and when due, Customer shall also pay any applicable taxes. Thereafter, the agreement will continue on a month to month basis until a written termination notice is given by either party. Monthly payments are due thirty (30) days from the invoice date. If the Customer's account becomes more than sixty (60) days past due, the Agreement and protection will be subject to cancellation and all amounts will become due and payable as liquidated damages. Payment of liquidated damages shall not reinstate the Agreement or protection. In the event of such cancellation, Customer agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding 15% of the unpaid debt.

Cook's will provide, if requested by the customer, additional service trips at: no charge

Equipment will remain the property of Cook's, unless purchased by the Customer. The Customer will be charged for replacing lost or damaged equipment. If equipment was purchased, see Product Sales Agreement for details.

Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request.

SEE PAGES TWO (2) AND THREE (3) OF THIS PROPOSAL FOR IMPORTANT ADDITIONAL TERMS AND CONDITIONS, INCLUDING ALTERNATIVE DISPUTE RESOLUTION. The Terms and Conditions on page two (2) are incorporated herein by this reference. A certificate of insurance will be provided upon request.

Customer Agrees to Pay:

Commercial Pest with Rodent Control	Price/Visit	Tax	Discount	Total	Visit First Year	First Year
Com Pest - Initial Service	\$370.00	0	0	\$370.00	1	\$370.00
Com Pest - Monthly	\$185.00	0	0	\$185.00	12	\$2,220.00
TOTAL FOR THIS PROGRAM						

TERMS AND CONDITIONS

1. **PAYMENT.** Payment for services rendered are net 30. A 1½% per month late charge may be assessed to all amounts past due. Cook's shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Customer.
2. **SPECIFICATIONS.** Notwithstanding any language contained in the Customer's purchase order or other form contract, the work to be performed by Cook's shall be as stated in Cook's Proposal and subject to these terms and conditions. The prices set forth in the Proposal are subject to addition for federal, state and local taxes. This Agreement can only be modified in writing, signed by Cook's and Customer.
3. **WARRANTY.** Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request. Should Cook's fail to conform to this warranty, Customer shall notify Cook's within ten days of service, and Cook's shall retreat the building(s). Correction of non-conformities in this manner shall constitute fulfillment of all liabilities of Cook's to the Customer with respect to or arising out of the services performed, whether based on contract, negligence, strict tort or other theory of liability. Cook's shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Customer for service interruptions. The remedies of Customer set forth hereinabove are exclusive; and, the liability of Cook's with respect to any contract, or anything done in connection therewith, such as the performance or breach thereof, or from the sale, delivery, utilization or installation of any services or products furnished by or under the Proposal, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the fees paid by Customer to Cook's under the Proposal.
4. **DELAY.** Cook's shall not be liable for any failure or delay in performing service resulting from any cause beyond its reasonable control.
5. **CANCELLATION PROVISIONS.** If service is discontinued before expiration date of the agreement, the customer is charged a cancellation fee of one-half the regular monthly service fee for the remaining months not serviced. Cook's reserves the right to re-enter Customer's property and remove from same all Cook's equipment including rodent bait stations, traps and etc. upon termination of this agreement.
6. **NOTICE –** This Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past pest control Agreements and Warranties between Customer and Cook's, if any, are expressly superceded by the terms and conditions of this Agreement and Warranty.

FIRE ANT TERMS AND CONDITIONS

By accepting Cook's service for fire ants, Customer agrees to the following terms and conditions regarding fire ant coverage:

1. The service is expressly limited to the interior areas of the structure; however, the exterior perimeter may be treated to reduce interior fire ant infestations in the structure. Customer understands and agrees that Cook's does not attempt to control fire ants outside the structure.
2. Cook's makes no guarantee or warranty regarding its fire ant service or its ability to eradicate, control or prevent fire ants from the structure. While Cook's may help reduce the number of fire ants in a structure through treatment, eliminating or eradicating all fire ants in any structure may not be achievable or possible. Furthermore, the time period for reducing fire ants varies according to a number of factors.
3. Fire ants may appear in the structure between regularly scheduled treatments. Customer understands that Cook's may be contacted for interim follow-up servicing as stated on the front side of this agreement, or customer may wait until the next regularly scheduled service call.
4. Customer understands and agrees that small marker flags may be left with Customer by a Cook's service technician for identification of fire ant mounds around the perimeter of the structure as they might be discovered by Customer. Unless Customer contacts Cook's for interim follow-up service, the subject fire ant mounds, which are clearly identified with Cook's flags and those which are discovered by Cook's technician, will be treated during the next regularly scheduled service call. This effort is not part of an exterior service, but part of the interior service efforts.
5. Customer, on behalf of all residents, visitors, guests, licensees, individuals, heirs and assigns, expressly releases Cook's from any and all liability, including but not limited to, personal injury, property damage, loss of use or enjoyment, punitive, special or incidental damages related to fire ant treatment or damage and further agrees to hold Cook's harmless and indemnify Cook's for any such injuries or damages for the same.
6. It is understood and agreed between Customer and Cook's that no services performed hereunder shall be construed to give any person or entity, other than the Parties, any legal or equitable right, remedy or claim under, or in respect to, this Agreement or any provision contained herein. This Agreement, any conditions contained herein, or performance by either party hereof, is intended to be for the sole and exclusive benefit of the Parties, and for the benefit of no other person or entity.

Georgia Customers: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

ALTERNATIVE DISPUTE RESOLUTION

As an inducement to Cook’s Pest Control, Inc. [COOK’S] to enter into the Service Agreement and Guarantee with the Customer, the parties hereto agree as follows:

(1) In the event of any dispute, controversy or claim arising out of or relating to the Service Agreement and/or Guarantee, any alleged breach thereof or arising out of any prior or future dealings between COOK’S and Customer (hereinafter collectively “any dispute”), the parties hereby agree to resolve any dispute between themselves in accordance with this Alternative Dispute Resolution Agreement. First, the parties shall use their good faith efforts to negotiate between themselves a mutually satisfactory resolution of any dispute.

(2) Second, in the event the parties are unable to resolve any dispute among themselves, COOK’S and Customer agree to mediate such dispute. The mediation shall be conducted in accordance with the Alabama Civil Court Mediation Rules or, if available, the mediation rules adopted by the highest court of the state of Customer’s residence. The parties shall mutually agree upon a mediator and the mediation shall be conducted in the county of the Customer’s residence. In the event the parties are unable to agree upon a mediator, the then-presiding Judge of the Circuit Court or highest trial court of the county of the Customer’s residence shall select a mediator. Unless agreed otherwise, the cost of the mediation shall be paid equally by the parties.

(3) Third, in the event any dispute cannot be resolved by voluntary mediation, COOK’S and Customer hereby expressly agree to submit any and all disputes to binding arbitration. COOK’S and Customer hereby acknowledge and agree that the Service Agreement and Guarantee involve, impact and substantially affect interstate commerce and that any and all disputes regarding the Service Agreement and/or Guarantee, claims arising out of or relating to the Service Agreement or Guarantee the breach thereof or arising out of any prior or future dealings between COOK’S and Customer are subject to the provisions of the Federal Arbitration Act, 9 U.S.C. § § 1 et. seq. COOK’S and Customer hereby acknowledge and agree that binding arbitration has been chosen by them as an alternative to litigation.

It is understood and agreed by and between COOK’S and Customer that the arbitration shall be conducted before a single arbitrator to be mutually agreed upon by COOK’S and Customer. In the event that COOK’S and Customer cannot agree upon an arbitrator, then the Presiding Circuit Judge of the Circuit Court of Morgan County, Alabama shall appoint an arbitrator. It is further understood and agreed that the arbitration shall be held in Morgan County, Alabama.

If the transaction is a consumer transaction, COOK’S shall pay the cost of the arbitration with each party to pay his, her or its own attorneys’ fees and costs. If the transaction is a commercial transaction, COOK’S and the Customer shall each pay one-half of the cost of arbitration unless ordered otherwise by the Arbitrator and each party shall pay his, her or its own attorneys’ fees and costs. As a part of the final decree in any arbitration, the arbitrator may reapportion the arbitration cost payable by each party. Any arbitrations will take place on an individual basis; class arbitrations and class actions are not permitted. The parties intend that the scope of matters subject to arbitration shall be interpreted in the broadest possible range of matters that may be arbitrated under federal law, and that any question as to the scope of the claims to be resolved shall be determined by the arbitrator, including, but not limited to, any issues with regard to fairness, capacity, waiver and/or unconscionability.

WAIVER OF TRIAL BY JURY: It is mutually understood and agreed between COOK’S and Customer and for their successors and assigns that both parties do hereby waive trial by jury of any claim, counterclaim or third-party claim, including any and all claims of injury or damages brought by either party against the other arising out of or relating to the Service Agreement and/or Guarantee, any breach thereof, or any prior or future dealings between COOK’S and Customer. The parties acknowledge and agree that this waiver of trial by jury is made freely, knowingly and voluntarily and is desired by all parties to avoid the time and expense of a jury trial. In the event that the arbitration agreement contained herein should be declared by any court of law to be unenforceable for any reason, the parties to this Agreement nevertheless expressly agree to waive a jury trial of any disputes. Customer acknowledges that he or she has read the foregoing Alternative Dispute Resolution Agreement, understands its provisions and agrees to be bound by its terms.

PLEASE READ THIS AGREEMENT CAREFULLY! IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO SEEK REMEDIES IN COURT AND HAVE YOUR CLAIM DECIDED BY A JUDGE OR JURY. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, SEEK LEGAL ADVICE! THE FOLLOWING IS MY ACKNOWLEDGMENT THAT I UNDERSTAND AND AGREE TO ALL THE PROVISIONS OF THIS PEST CONTROL AGREEMENT, PAYMENT CHARGES AND TERMS AND THE ARBITRATION AND WAIVER OF JURY TRIAL PROVISIONS. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

AL 2002561, 0

COOK'S PEST CONTROL, INC.

CUSTOMER'S APPROVAL

Representative:

Signature:

Address: 143 W Dublin Dr , Madison AL 35758

Title: Accounts Payable

Contact Person:

Phone: 256-772-2440

Phone: (256) 772-5600

RESOLUTION NO. 2024-334-R

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
DOCUWARE AND THE LIOCE GROUP, INC., FOR A DOCUMENT MANAGMENT
SERVICES HOSTING AGREEMENT FOR CLOUD BASED DOCUMENT
MANAGEMENT SOFTWARE**

WHEREAS, the City of Madison desires to retain a new provider of a computer software program that will provide secure document management and storage services for the Finance Department, Court Department, and City Clerk Department in order to preserve the security and safety of individuals' information and City information technology infrastructure; and

WHEREAS, pursuant to Ala. Code §41-16-51(a)(8) and §41-16-51(a)(15), purchases of computer programs, software applications, and products related to the security and safety of individuals and infrastructure are exempt from the requirements of competitive bidding;

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 document management services hosting agreement with DocuWare and The Lioce Group, Inc. for document management software, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Reseller Cloud Services Agreement" and dated October 1, 2024, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

Sales Order Agreement

City Of Madison
100 Hughes Road
Madison AL 35758

Order #	
Date	9/26/2024
Buyer	
P.O. #	
Sales Rep	Jay Poole

Ship To	
City Of Madison	
100 Hughes Road	
Madison, AL 35758	
Contact:	Roger Bellomy
Phone/Fax:	(256) 772-5667

Bill To	
City Of Madison	
100 Hughes Road	
Madison, AL 35758	
Billing Contact:	Roger Bellomy
Phone/Fax:	(256) 772-5667

Quantity	Product #	Description	Unit Price	Total Price
1	DW CLD P B	DocuWare Cloud Professional Unlimited Users / 300 GB / 1 Year Term	\$34,898.92	\$34,898.92

Comments/Special Instructions
Delivery Instructions
0
Special Payment Terms & Due Dates
Warranty/Maintenance Agreement
<input type="checkbox"/> Yes <input type="checkbox"/> No *Please select

Subtotal	\$34,898.92
Sales Tax	\$0.00
Delivery/Installation	\$0.00
TOTAL AMOUNT	\$34,898.92
Less Payment (Check #:)	
AMOUNT DUE	\$34,898.92

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between customer and Dealer, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of customer.

Customer Acceptance		Dealer Representative		
Authorized Signature/Date	Print Name	Title	Signature	Date

Reseller Cloud Services Agreement

This **Reseller Cloud Services Agreement** (“**Agreement**”) is made this 10/1/24 date (“**Effective Date**”) by and between The Lioce Group, Inc. a Corporation having its principal place of business at 2950 Drake Ave, Huntsville, AL 35805 (“**Reseller**”) and City of Madison, a _____, having its principal place of business at 100 Hughes Road (“**Customer**”), each of Customer and Reseller is individually, a “Party,” and together, the “Parties.”

Introduction

Reseller is in the business of providing proprietary document storage solutions to customers.

Customer wishes to purchase a cloud based document storage service from Reseller.

The Parties therefore agree as follows:

1. Scope of this Agreement and Cloud Services

1.1 This Agreement shall govern Customer’s use of cloud based document management, applications (including Local Application Programs as defined below), storage space, computing capacity and other cloud based services as the same may be made available by Reseller from time to time (see www.docuware.com/cloud) to the extent agreed by the Parties in an Order (as defined below) (collectively, “**Services**”). Reseller and Customer hereby agree to the commercial terms and other specifications of the Services (e.g., fees, term, type of Services, etc.) as shall be set forth in an Order executed by the Parties (“**Order**”). The scope and content of Services shall be, as applicable, further described at <http://go.docuware.com/CloudFunctions> or in Reseller’s most currently published whitepaper.

1.2 Reseller reserves the right, in its sole discretion, to change, modify or alter the Services at any time (e.g., in relation to the user interface and functionalities of the applications); provided, however, Reseller will not materially impair the overall functional scope with such modifications. Reseller will implement changes to the Services through updates and upgrades, and to receive notification of same, Customer must register at least one or more email address(es) with Reseller.

2. Authorized Users

2.1 During the configuration of the Services, Customer shall specifically identify its employees and contractors who shall be authorized to use the Services (hereinafter, “**Authorized User**”) solely for Customer’s internal business purposes. Unless specifically authorized by Reseller in advance and in writing, third parties (including, but not limited to, users employed by or working for companies that are affiliated with Customer) are not authorized to use the Services.

2.2 Authorized Users may access Reseller-provided local software application programs as part of the Services (“**Local Application Programs**”) solely for the purposes of accessing the Services. For the Term of this Agreement, Authorized Users shall have the revocable, non-exclusive, non-sublicensable, non-transferable right: (i) to install such Local Application Programs on hardware devices operated and controlled by Customer; and (ii) to access and display such Local Application Programs for the purpose of accessing the Services in compliance with the online-support-documentation available as part of the Services.

2.3 Neither Customer nor any Authorized User shall: (i) modify, copy, create derivative works decompile or reverse-engineer the Services or Local Application Programs other than as expressly permitted by applicable statute to permit interoperability and then only after notice to Reseller; (ii) frame or mirror any content forming part of the Services; or (iii) access the Services in order to: (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Services.

2.4 Neither the Customer nor any Authorized User shall: (i) license, sublicense, transfer, sell, resell, rent, lease, distribute, time share, assign, share or otherwise commercially exploit or make the Services available to any third party, other than to Authorized Users or as otherwise expressly contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children

or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (vi) attempt to gain unauthorized access to the Services or related systems or networks; (vii) access the Services if Customer is a direct competitor of Reseller; or (viii) access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

- 2.5 Reseller will exercise reasonable efforts to provide a 99.5% availability of the Services per calendar year, excluding any Downtime. “**Downtime**” shall mean unscheduled downtime of the Services caused by emergencies or Force Majeure Events (as defined below) and downtime due to scheduled maintenance activities of the Services (“**Scheduled Maintenance**”). Reseller will use reasonable efforts to limit any downtime due to Scheduled Maintenance to four (4) times per year for up to eight (8) hours each, and to notify by way of e-mail or via the Reseller website with a notice period of at least five (5) calendar days.
- 2.6 The Customer will install and configure Services in a way which avoids any excessive utilization of Reseller systems.
- 2.7 The Services require Internet access and computing facilities with the system requirements identified in the applicable technical documentation available at <http://go.docuware.com/whitepaper-cloud>. Customer acknowledges and agrees that such requirements may be changed from time to time, and Reseller shall use reasonable efforts to provide at least four (4) weeks’ notice of any such changes. Customer is responsible for all activities that occur in Authorized User accounts and for Authorized Users’ compliance with this Agreement.

3. Reseller’s Rights

- 3.2 Reseller shall process personal data (as defined in **Schedule 1**) within the Services in accordance with **Schedule 1**. The Customer shall ensure that the collection, forwarding and processing of personal data fully complies with all applicable data privacy and protection laws.
- 3.3 Customer shall defend, indemnify and hold harmless Reseller against any third party claims, damages or losses, including reasonable attorneys’ fees, resulting from Customer’s breach of Sections 2.4, 3.1 and/or 3.2 of this Agreement.
- 3.4 Customer shall be liable and responsible for any acts and omissions of the Authorized Users to the same extent Customer is liable and responsible for its own acts and omissions.
- 3.5 The Customer and the Authorized User shall immediately notify Reseller of any loss of any access codes and/or of any use of the Services not in compliance with the terms of this Agreement.
- 3.6 Other than as expressly set forth in this Agreement, no other rights are granted to Customer. Reseller reserves all rights, title and interest in and to the Services, including all related intellectual property rights.

4. Term and Termination

- 4.1 This Agreement commences on the Effective Date and continues until all Orders executed under this Agreement have expired or been terminated (“**Term**”). Upon expiration or termination of this Agreement or the applicable Order, Reseller will delete data in accordance with Section 3.5 of **Schedule 1**.

4.2 Any Order executed under this Agreement shall have an initial minimum term of at least twelve (12) months (or such longer period as set forth in the applicable Order; the “**Initial Term**”). Thereafter, each Order shall automatically renew for consecutive twelve (12) month periods (each, a “**Renewal Term**”) upon the expiration of the Initial Term and any Renewal Term; provided, however, either Party may elect not to renew an Order upon at least thirty (30) days’ written notice prior to end of the Initial Term or any Renewal Term of such Order. Upon at least thirty (30) days’ notice to Reseller prior to the end of the Initial Term and/or Renewal Term of an Order, Customer may also elect to reduce or increase the scope under the applicable Order (i.e., volumes and/or capacities), which reduction or increase shall take effect upon the end of the applicable Initial Term and/or Renewal Term.

4.3 Either Party may terminate this Agreement and the applicable Order for cause. For purposes of this Agreement, “cause” shall exist: (i) in case of a material breach of the Agreement to the extent such breach remains uncured for more than thirty (30) days following receipt of a written notice of such material breach; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

5. **Payment Terms/Invoicing**

5.1 Customer shall pay to Reseller monthly (i.e., only available for on-line orders with a credit card account), yearly or multiyear fees for the relevant Services in advance as set forth in the applicable Order or as modified pursuant to Section 5.2.

5.3 In the event of any late payment by Customer to either (i) Reseller or (ii) in connection with Customer’s third party financing of Services procured under this Agreement, Reseller may, at its option, terminate or suspend the provision of the Services to Customer, and such termination or suspension shall be effective upon ten (10) days’ notice to Customer. In the event of any such suspension and/or termination of the Services, Customer shall remain responsible for the payment of any and all fees to Reseller for the applicable Initial Term and/or Renewal Term of this Agreement. Reseller shall have no liability or responsibility for any termination or suspension pursuant to this Section 5.3. Any fees not paid when due to Reseller shall incur interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower.

5.4 Unless otherwise expressly provided, Reseller’s fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with Customer’s purchases hereunder, excluding taxes based on Reseller’s net income or property. If Reseller has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Reseller with a valid tax exemption certificate authorized by the appropriate taxing authority.

6.

7. **Reseller Warranty**

7.1 Customer shall immediately notify Reseller in writing of any Defects (as defined below) associated with the provision of the Services, which notification shall describe the Defect and root cause in detail. Subject to receipt of a proper notice as provided in this Section, Reseller shall endeavor to remedy Defects within a reasonable time. Reseller may, in its discretion,

- remedy Defects either by providing patches, workarounds, updates or upgrades or by providing or having provided remote support as available under <http://support.docuware.com>. In the event that the remediation of a warranted Defect requires commercially unreasonable expenditures or efforts, Reseller may terminate the affected Order without any further liability upon thirty (30) days' notice. For purposes of this Section 7, "Defect" shall mean a material deviation of the quality of the Services from the quality described in Section 1.1 provided (i) such defect must be reproducible or documented by automatically created output; (ii) the usability of the Services must be materially adversely affected; and (iii) written notice of the defect must be provided to Reseller by Customer on a timely basis pursuant to this Section 7.1.
- 7.2 In no event shall Reseller be responsible for defects, operational, performance issues or other events resulting from Customer's technology infrastructure, including, but not limited to, software applications, drivers, network hardware or software or broadband service, to the extent not provided by Reseller. Customer shall not report issues associated with such Customer technology infrastructure to Reseller as Defects in the Services. Customer shall compensate Reseller for any efforts related to such non-warranty issues at Reseller's then current rates.
- 7.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, RESELLER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OF THE SERVICES, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 8. Copyright- Indemnification**
- 8.1 Subject to Sections 8.2 to 8.4, Reseller will indemnify the Customer against any third party claim that the Services infringes the copyrights of such third party.
- 8.2 The Customer shall: (i) give Reseller prompt notice of any relevant claim; (ii) not admit any liability or attempt to settle the claim without Reseller's prior consent; (iii) provide reasonable cooperation at its own expense to Reseller in the defense and settlement of the claim; and (iv) give Reseller sole authority to defend or settle the claim.
- 8.3 In the defense or settlement of any claim under Section 8.1, Reseller may, in its sole discretion, procure the right for the Customer to: (i) continue using the Services; or (ii) replace or modify the Services to be non-infringing; or (iii) if these remedies are not reasonably available, terminate this Agreement and applicable Order on thirty (30) days' notice to the Customer without any additional liability or costs.
- 8.4 Reseller will not be liable under this Section 8 to the Customer if an alleged copyright infringement is based on: (i) any modification of the Services by anyone other than Reseller; or (ii) the Customer's use of the Services contrary to the instructions or documentation provided by Reseller; or (iii) the Customer's continued use of the Services after receiving notice of the alleged or actual infringement; or (iv) a combination of the Services with any other product or service which in the absence of such combination would not have resulted in any infringement.
- 8.5 THIS SECTION 8 STATES THE CUSTOMER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY, AND RESELLER'S ENTIRE LIABILITY, FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.
- 9. Limitation of Liability**
- 9.1 IN NO EVENT SHALL RESELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER HEREUNDER, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, IN RELATION TO COSTS FOR ANY AND ALL CLAIMS EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE ORDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.
- 9.2 IN NO EVENT SHALL RESELLER BE LIABLE, TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COMPENSATORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON DAMAGE TO OR LOSS OF, CUSTOMER DATA, REVENUE,

PROFITS, GOODWILL OR ANTICIPATED SAVINGS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 9.3 ALL CLAIMS AND CAUSES OF ACTION BROUGHT BY CUSTOMER UNDER AN ORDER SHALL BE BROUGHT BY CUSTOMER WITHIN ONE (1) YEAR OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE APPLICABLE ORDER AS THE CASE MAY BE OR WITHIN ONE (1) YEAR OF THE DATE THE EVENT GIVING RISE TO THE CLAIM OCCURRED

10. Confidentiality

- 10.1 As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement or the applicable Order (including pricing), the Services, business and marketing plans, technology and technical information, product designs, and business processes. The Services are deemed Reseller Confidential Information (as defined below). Each Party shall keep confidential and use any such Confidential Information only to the extent required for the purposes of this Agreement, and each Party shall impose similar obligations to persons who have a right and need to know such Confidential Information (e.g., Authorized Users).

- 10.2 Confidential Information does not include information which (and only to the extent that) the Receiving Party can establish through documentary evidence that such information: (i) was rightfully received without restrictions from third parties who owe no obligations of confidentiality to the Disclosing Party with respect to such information; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) was already publicly known at the time of disclosure or subsequently becomes publicly known through no breach by the Receiving Party of its obligations under this Section.

- 10.3 Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

- 10.4 If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- 10.5 If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

- 10.6 If Customer is a HIPAA Covered Entity or Business Associate under the rules and regulations of the Health Insurance Portability and Accountability Act of 1996, the Business Associate Agreement, attached hereto as Model Business Associate Agreement, is deemed incorporated by reference herein. In the event of any conflict between the terms of this Section 10 and the terms of the Business Associate Agreement, the terms of the Business Associate Agreement shall govern.

11. Miscellaneous

- 11.1 Customer represents and warrants that it will comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including, but not limited to, any export control laws of the EU and U.S. Without limiting the foregoing, (i) Customer represents that it and any Authorized User is not named on any U.S. government list of persons or entities



prohibited from receiving exports, and (ii) Customer shall not permit Authorized Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction. Reseller is also not responsible for determining the requirements of laws applicable to Customer's business.

- 11.2 Where a Force Majeure Event gives rise to a failure or delay in either Party performing its obligations under this Agreement (other than obligations to make payment hereunder), those obligations will be suspended for the duration of the Force Majeure Event. A Party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (i) forthwith notify the other; and (ii) inform the other of the period for which it is estimated that such failure or delay will continue. The affected Party will take reasonable steps to mitigate the effects of the Force Majeure Event. **"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the Party affected (including, but not limited to, power failures, industrial disputes affecting any third party, changes in the law, natural disasters, epidemics, explosions, fires, floods, riots, terrorist attacks and wars).
- 11.3 This Agreement shall be governed by the laws of the State of New York, United States of America without regard to its conflicts of law rules, and all actions shall be brought in the appropriate state or federal court district located in or encompassing Orange County, New York, USA. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply.
- 11.4 Customer shall not assign its rights or delegate its obligations under this Agreement or Order without the prior written consent of Reseller. Reseller may, in its sole discretion, subcontract the provision of the Services to third parties (e.g., external data centers) without notice to or approval of Customer (subject to **Schedule 1**).
- 11.5 Changes to this Agreement must be made by a written agreement.
- 11.6 Should any provision of this Agreement or Order be held by a court to be invalid, the validity of the remaining provisions shall not be affected thereby.
- 11.7 The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- 11.8 No failure or delay by either Party in exercising any right under this Agreement or Order shall constitute a waiver of that right.
- 11.9 Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (i) when delivered personally; (ii) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (iii) when sent by email, with written confirmation of receipt by email; (iv) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (v) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address listed below (or to such other address or person as may be designated by a Party by giving written notice to the other Party pursuant to this Section).

If to Reseller, to: <u>2950 Drake Ave</u> <u>Huntsville, AL</u> <u>35805</u> Attention: <u>Jay Poole</u> Fax: <u>256-650-1820</u> Email: <u>jpoole@liocegroup.com</u>	If to Customer, to: _____ _____ _____ Attention: _____ Fax: _____ Email: _____
--	---



Customer and Reseller have executed this Agreement as of the Effective Date.

Customer

Reseller

By

Name: Jay Poole

Title: Product Specialist

Date: _____

Schedule 1

This Schedule 1 specifies the obligations of the Parties regarding the Services described in the Reseller Cloud Services Agreement (“Agreement”).

§ 1 Data Processing

1. Subject-Matter, Nature and Term of the Data Processing

Reseller processes personal data forwarded by the Customer or Authorized Users solely on behalf of the Customer. This Schedule 1 shall govern all issues between the Customer and Reseller concerning such processing. As used herein, “personal data” means information that personally identifies a natural person, including without limitation name, personal address, personal telephone number, personal e-mail address, government identifiers (such as a Social Security number, passport number or driver’s license number), unique biometric identifiers, financial account numbers or health or medical treatment or payment information, as well as any other personal information that is regulated under applicable U.S. state and federal data privacy or data protection laws (“Privacy Laws”).

§ 2 Obligations of the Customer

1. The Customer shall have sole responsibility for the accuracy, quality, and legality of personal data and for the means by which the Customer or Authorized User has acquired personal data.
2. The Customer may, not more than once in any calendar year, request from Reseller reasonable written assurance of Reseller’s compliance with this Schedule 1. Reseller shall provide to Customer information to respond to such request (e.g., a summary of any applicable audit reports on Reseller’s controls applicable to personal data received from Customer). Reseller shall be entitled to compensation for expenses resulting from instructions from the Customer that exceed the legal requirements related to an audit or exceeds commercially reasonable audit assistance on the basis of the then-current hourly rates of Reseller.
3. The Customer shall inform Reseller immediately, if errors/irregularities are encountered in the audit results.

§ 3 Obligations of Reseller

1. Reseller personnel engaged in the processing of personal data have received appropriate training on their responsibilities and are subject to obligations of confidentiality with Reseller.
2. Reseller shall only process personal data on behalf of and in accordance with Customer’s instructions and shall treat personal data as Confidential Information. The Customer instructs Reseller to process personal data for the following purposes: (i) processing in accordance with the Agreement and applicable orders placed by Customer under the Agreement, and (ii) processing to comply with other reasonable instructions provided by the Customer where such instructions are consistent with the terms of the Agreement. Reseller shall not use the data provided for data processing for other purposes and shall not store this data for a period longer than that specified by the Customer or required by law.
3. The data shall be processed exclusively within the United States of America, except when Customer provides documents or data in a support case to Reseller or as otherwise mutually agreed in writing by Customer and Reseller. Any other forwarding of data to a third country requires the prior consent of the Customer and is subject to the Parties’ compliance with the special requirements of applicable data protection laws.
4. Reseller shall promptly notify the Customer if Reseller becomes aware of any unlawful access to any Customer personal data stored on Reseller’s equipment or in Reseller’s facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of the Customer’s personal data. Reseller will investigate the incident and provide the Customer with information about the incident and take reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. The Customer agrees that Reseller’s obligation under this Section is not and will not be constructed as an acknowledgement by Reseller of any fault or liability with respect to the incident or an obligation on the part of Reseller to provide legal advice or otherwise to advise Customer or monitor Customer’s legal obligations with respect to Privacy Laws.

5. Upon termination of the Services, Reseller will keep any data produced in connection with the Services at least for further 60 days and will delete them no later than 90 days after the end-date of the Agreement, and this Schedule 1 shall continue to apply within this period of time. The Customer shall have the right to request an earlier deletion in writing. The Customer hereby acknowledges and agrees to these cancellation rules. Notwithstanding the foregoing, the Customer is responsible for saving of all personal data provided to Reseller during the Term of the Agreement. Documentation intended as proof of proper data processing shall be kept by Reseller beyond the end of the Agreement as may be required under laws applicable to Reseller and Reseller's data retention policies.

§ 4 Subcontractors

1. The Customer acknowledges and agrees, that Reseller's affiliates, as well as third-party sub-contractors engaged by an affiliate or Reseller itself (including Microsoft Azure) are permitted have access to personal data in connection with the provision of the Services. Any of such sub-contractors will be permitted to obtain personal data only to deliver the service Reseller has retained them to provide.

§ 5 Technical and Organizational Security Measures

1. Reseller shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of personal data as it determines in its reasonable discretion.

BHS is the owner of their data uploaded to DocuWare. In the event of cancellation or termination BHS will be given export of all of their data.

5.2: Prices are locked in for the entire 12 month term of the contract. Price increases are passed along and capped at 7%.

RESOLUTION NO. 2024-335-R

**A RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FOR
CATASTROPHIC INMATE MEDICAL INSURANCE
FROM HUNT INSURANCE GROUP, LLC**

WHEREAS, the City of Madison is required to pay for medical expenses of City inmates housed at the Madison County Detention Facility when they receive treatment from medical providers outside of the Detention Facility; and

WHEREAS, the City Council of the City of Madison desires to continue its insurance coverage to cover costs related to major health procedures for City inmates;

BE IT HEREBY RESOLVED by the City Council that the Mayor is authorized to execute a renewal policy for Catastrophic Inmate Medical Insurance from Hunt Insurance Group, LLC, a King Insurance Partners Company, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024

ATTEST: _____
Ranae Bartlett, Council President
City of Madison, Alabama

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

APPROVED this _____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison (AL)
 100 Hughes Rd
 Madison, AL 35758

Customer	City of Madison (AL)
Acct #	235595
Date	08/27/2024
Customer Service	Dan Lancaster Stacey Chester
Page	1 of 1

Payment Information	
Invoice Summary	\$ 9,739.82
Payment Amount	
Payment for:	Invoice#678493
IAT-SAI047	

Customer: City of Madison (AL)

Invoice	Effective	Transaction	Description	Amount
678493	10/01/2024	Renew policy	Policy #IAT-SAI047 10/01/2024-09/30/2025 SiriusPoint America Ins Co 2024-25 CIMI Renewal - Renew policy Due Date: 10/15/2024	9,739.82

Pay online at https://king-insurance.epaypolicy.com Or mail payments to: 40 Stark Street Manchester, NH 03101	Total
	\$ 9,739.82

	Date
	08/27/2024

RESOLUTION NO. 2024-338-R

**PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE
PURSUANT TO SECTION 16-108 OF THE CITY OF MADISON CODE OF ORDINANCES**

WHEREAS, the City of Madison owns personal property (formerly used by Fire Department) for which the City has no continuing need, such property consisting of the following:

QUANTITY	DESCRIPTION
1	New Advantage Command Cabinet Systems Slide made by Tru-Tec USA
4	Panasonic Toughbook CF-29

;and

WHEREAS, it is the desire of the City Council of the City of Madison to declare said personal property to be surplus property and to direct the sale of said property.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk be and hereby is directed to advertise a date for a sale at which said property may be offered for public sale through GOVDEALS (free or as determined by the City Clerk). The property is to be sold as is, with no warranties of any kind whatsoever. To the extent necessary, the Clerk is further directed and empowered to execute appropriate endorsement of any certificates of title on such property upon receipt of payment of the purchase amount from the purchaser of said property. To the extent necessary, the Clerk is further directed and empowered to execute any other documents as necessary to affect this transfer of ownership of said property.

READ, APPROVED, and ADOPTED this 14th day of October 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October, 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-308-R

APPROVING A LOUNGE RETAIL LIQUOR – CLASS I LICENSE FOR W.S.H. VENTURES, LLC, D/B/A VINE & OAK

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Lounge Retail Liquor – Class I License to **W.S.H. Ventures, LLC**, doing business as **Vine & Oak**, which has applied for said license for its location at 69 Martin Street; and

WHEREAS, the Revenue Director has received written approval for the application of **W.S.H Ventures, LLC**, from the Madison Police Department, the Building Department, and the Fire Department which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of a Lounge Retail Liquor – Class I License to **W.S.H. Ventures, LLC**, for its 69 Martin Street location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a Lounge Retail Liquor – Class I License to **W.S.H. Ventures, LLC**, doing business as **Vine & Oak**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5628
WWW.MADISONAL.GOV

Date: October 8, 2024

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: W.S.H. Ventures LLC
DBA: Vine & Oak
Lounge Retail Liquor - Class I License

Please find attached a copy of the checklist for W.S.H. Ventures LLC doing business as Vine & Oak in regard to their application for a Lounge Retail Liquor - Class I License for their location 69 Martin Street, Madison, Alabama 35758.

The reason that this business is applying for Lounge Retail Liquor - Class I License at this time is because this is a new business in the City of Madison.

Everything is in order for the City Council to consider this alcoholic beverage request.

If there are any questions, do not hesitate to call me at (256) 772-5628.



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: W.S.H. Ventures LLC

Business Name: Vine & Oak

Business Location: 124 Metaire Lane, Madison, AL 35758

Mailing Address: 69 Martin Street, Madison, AL 35758

Phone: (662) 386-2112

APPLICATION FEE:

Date Paid: 9/4/2024 Amount: \$ 100.00 Receipt #: 3428

Copy of Lease: YES Incorporation Papers: _____

POLICE DEPARTMENT APPROVAL:

Letter Sent: 09/05/2024

Background Check: Approved Disapproved

Check Completed By: Becky Renfro Title ID Secretary

Date Completed: 9-9-24

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 09/05/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title DBO

Date Completed: 9-5-2024

FIRE DEPARTMENT APPROVAL:

Letter Sent: 09/05/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 10/5/24

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 9/4/2024

Date Placed: 9/11/2024 Newspaper: MADISON

Publication Fee Paid: 184

Date Paid: 7/17/2024 Receipt #: 3428

Date of Public Hearing: 10/14/2024

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

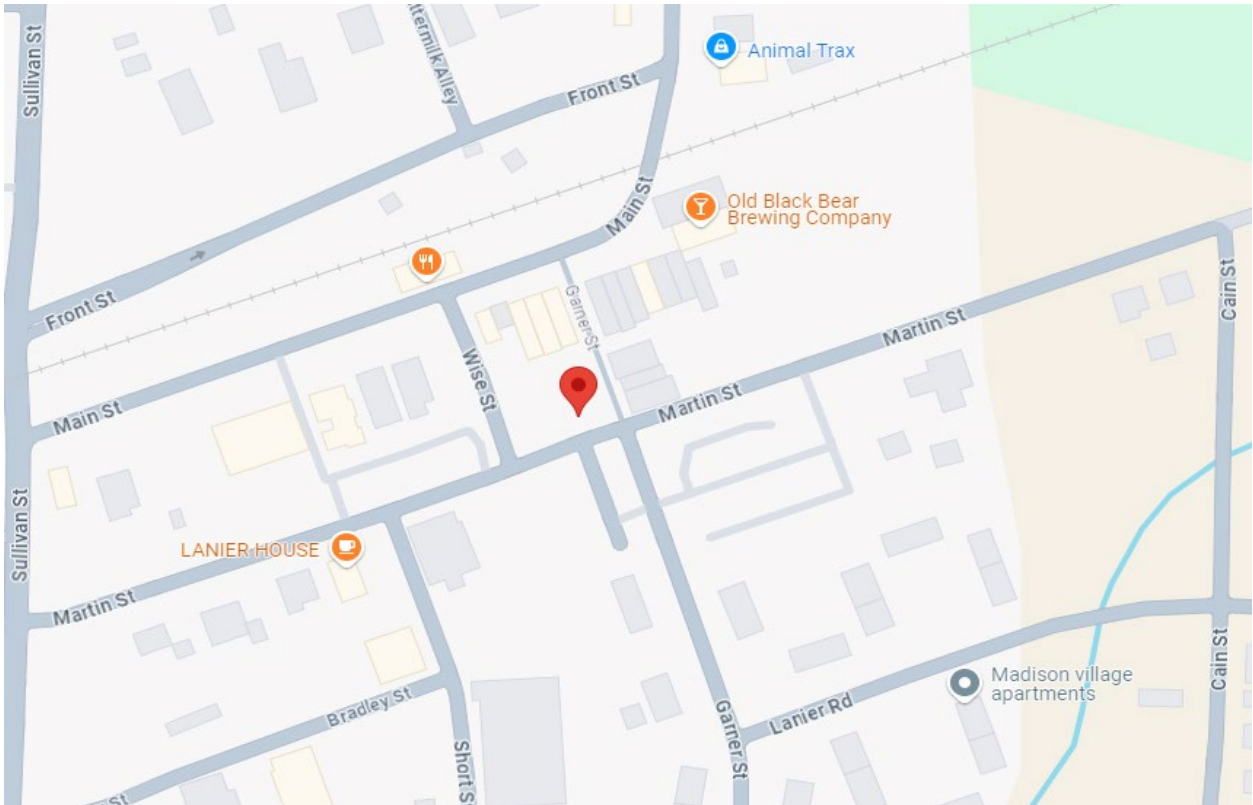
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2024-309-R

A RESOLUTION APPROVING AN ON-PREMISES BEER AND WINE LICENSE FOR MADISON HOTELS III, LLC, D/B/A HOMEWOOD SUITES BY HILTON

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of this governing body of the City of Madison, Alabama, prior to issuing an on-premises beer and wine license to **Madison Hotels III, LLC**, doing business as **Homewood Suites by Hilton** which has applied for said license for its location at 540 Town Madison Boulevard; and

WHEREAS, the Revenue Director has received written approval for the application of **Madison Hotels III, LLC**, from the Madison Police Department, the Building Department, and the Fire Department which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC on-premises beer and wine license to **Madison Hotels III, LLC**, for its 540 Town Madison location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a City on premises beer and wine license to **Madison Hotels III, LLC**, doing business as **Homewood Suites by Hilton**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5654
WWW.MADISONAL.GOV

Date: October 8, 2024

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Madison Hotels III LLC.
DBA: Homewood Suites by Hilton.
On-Premises Beer and Wine License

Please find attached a copy of the checklist for Madison Hotels III LLC., doing business as Homewood Suites by Hilton regarding their application for an On-Premises Beer and Wine License for their location at 540 Town Madison Boulevard, Madison, AL 35758.

The reason that this business is applying for an On-Premises Beer and Wine License at this time is that this is a new business in Madison.

Everything is in order for the City Council to consider this alcoholic beverage request.

If there are any questions, do not hesitate to call me at (256) 772-5628.



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: Madison Hotels III LLC.

Business Name: Homewood Suites by Hilton

Business Location: 540 Town Madison Boulevard

Mailing Address: 3320 Skyway Drive, Suite 710 Opelika, AL 36801

Phone: (334) 705-0176

APPLICATION FEE:

Date Paid: 8/21/2024 Amount: \$ 100.00 Receipt #: 3421

Copy of Lease: YES Incorporation Papers: YES

POLICE DEPARTMENT APPROVAL:

Letter Sent: 09/04/2024

Background Check: Approved Disapproved

Check Completed By: Becky Kenfro Title ID Secretary

Date Completed: 9-9-24

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 09/04/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title DBA

Date Completed: 9-5-2024

FIRE DEPARTMENT APPROVAL:

Letter Sent: 09/04/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title DFM

Date Completed: 9-4-24

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 9/4/2024

Date Placed: 9/11/2024 Newspaper: MADISON

Publication Fee Paid: 184

Date Paid: 8/21/2024 Receipt #: 3421

Date of Public Hearing: 10/14/2024

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

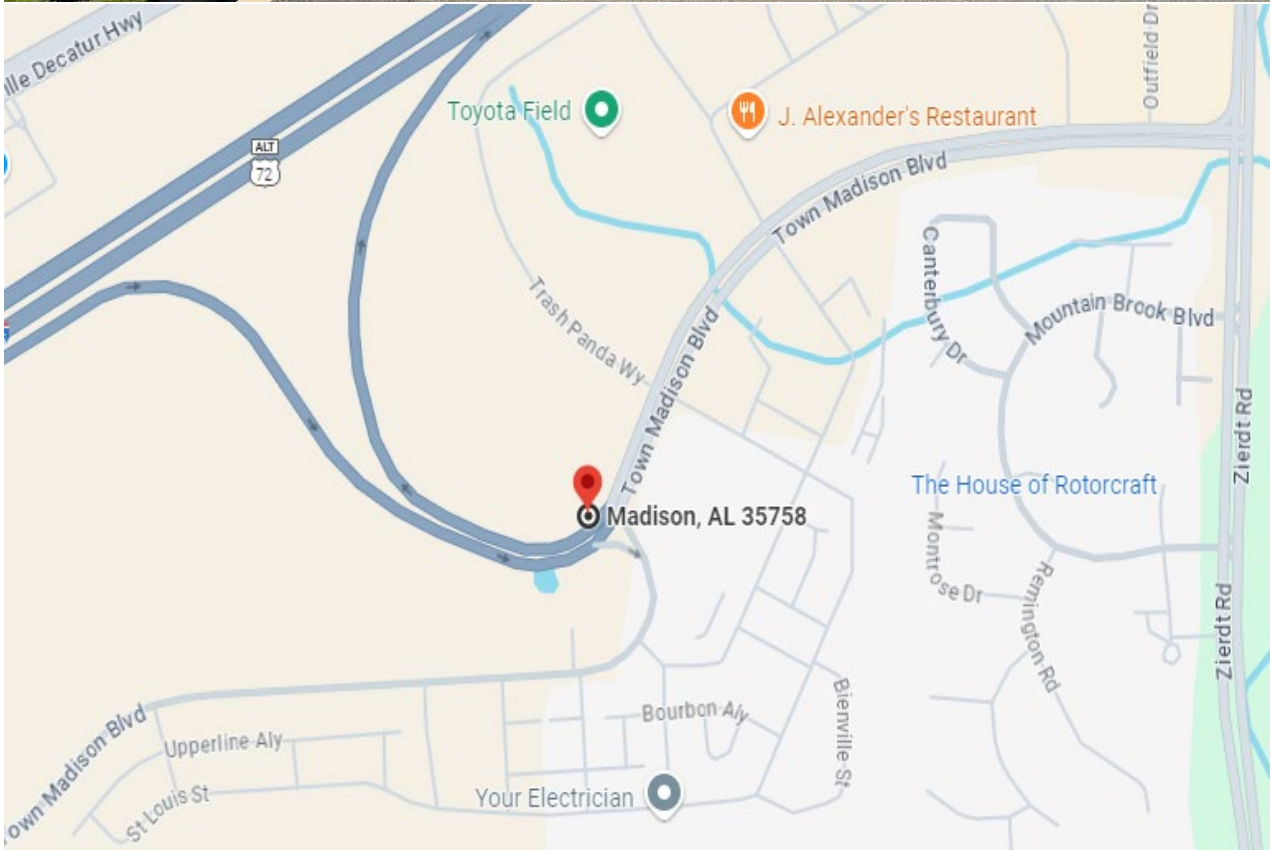
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2024-310-R

APPROVING A RESTAURANT RETAIL LIQUOR LICENSE FOR EXCHANGE HOTEL PARTNERS I, LLC, D/B/A COURTYARD | RESIDENCE INN TOWN MADISON

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Restaurant Retail Liquor License to **Exchange Hotel Partners I, LLC**, doing business as **Courtyard | Residence Inn Town Madison** which has applied for said license for its location at 260 Stadium Way; and

WHEREAS, the Revenue Director has received written approval for the application of **Exchange Hotel Partners I, LLC**, from the Madison Police Department, the Building Department, and the Fire Department which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Restaurant Retail Liquor License to **Exchange Hotel Partners I, LLC**, for its 260 Stadium Way location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a Restaurant Retail Liquor License to **Exchange Hotel Partners I, LLC**, doing business as **Courtyard | Residence Inn Town Madison**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5654
WWW.MADISONAL.GOV

Date: October 8, 2024

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Exchange Hotel Partners I LLC.
DBA: Courtyard | Residence Inn Town Madison
Restaurant Retail Liquor License

Please find attached a copy of the checklist for Exchange Hotel Partners I LLC., doing business as Courtyard | Residence Inn Town Madison. regarding their application for a Restaurant Retail Liquor License for their location at 260 Stadium Way, Madison, AL 35758.

The reason for applying for a Restaurant Retail Liquor License at this time is that this is a new business in the City of Madison.

Everything is in order for the City Council to consider this alcoholic beverage request.

If there are any questions, do not hesitate to call me at (256) 772-5628.



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: Exchange Hotel Partners I

Business Name: Courtyard I Residence Inn Town Madison

Business Location: 260 Stadium Way, Madison, AL 35758

Mailing Address: 300 SE Riverside Drive Suite 100, Evansville IN 47713

Phone: (812) 402-8349

APPLICATION FEE:

Date Paid: 8/12/2024 Amount: \$ 100.00 Receipt #: 3411

Copy of Lease: YES Incorporation Papers: YES

POLICE DEPARTMENT APPROVAL:

Letter Sent: 09/04/2024

Background Check: Approved Disapproved

Check Completed By: Becky Kenfroe Title ID Secretary

Date Completed: 9-9-24

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 09/04/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title DBO

Date Completed: 9-5-2024

FIRE DEPARTMENT APPROVAL:

Letter Sent: 09/04/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title DFM

Date Completed: 9-4-24

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 9/4/2024

Date Placed: 9/11/2024 Newspaper: MADISON

Publication Fee Paid: 184

Date Paid: 8/12/2024 Receipt #: 3411

Date of Public Hearing: 10/14/2024

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

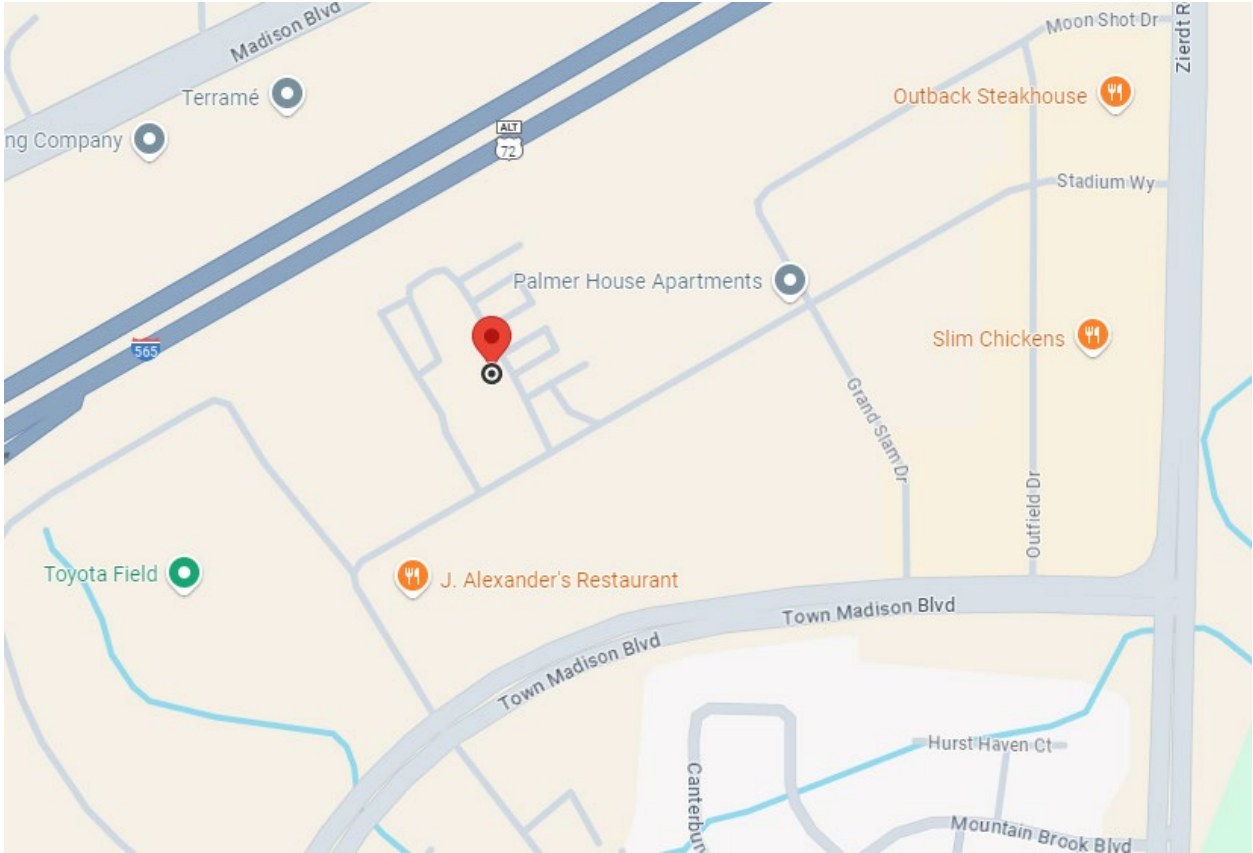
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2024-329-R

APPROVING A LOUNGE RETAIL LIQUOR – CLASS I LICENSE FOR ENTICE BAR & GRILL, LLC, D/B/A ENTICE BAR & GRILL

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Lounge Retail Liquor – Class I License to **Entice Bar & Grill, LLC**, doing business as **Entice Bar & Grill**, which has applied for said license for its location at 8694 Madison Boulevard, Suite J; and

WHEREAS, the Revenue Director has received written approval for the application of **Entice Bar & Grill, LLC**, from the Madison Police Department, the Building Department, and the Fire Department which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Lounge Retail Liquor – Class I License to **Entice Bar & Grill, LLC**, for its 8694 Madison Boulevard, Suite J, location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a Lounge Retail Liquor – Class I License to **Entice Bar & Grill, LLC**, doing business as **Entice Bar & Grill**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5628
WWW.MADISONAL.GOV

Date: September 26, 2024

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Entice Bar & Grille LLC
DBA: Entice Bar & Grill
Lounge Retail Liquor - Class I License

Please find attached a copy of the checklist for Entice Bar & Grill LLC., doing business as Entice Bar & Grill regarding their application for a Lounge Retail Liquor - Class I License for their location at 8694 Madison Boulevard Suite J, Madison, AL 35758.

This business is applying for a Restaurant Retail Liquor License at this time because it is a new business in Madison.

Everything is in order for the City Council to consider this alcoholic beverage request.

If there are any questions, do not hesitate to call me at (256) 772-5628.



Checklist for Beer/Wine/Liquor License

ON PREMISE
 OFF PREMISE
 BEER
 WINE
 LIQUOR

Owner Name: ENTICE BAR & GRILL LLC

Business Name: ENTICE BAR & GRILL

Business Location: 8694 MADISON BOULEVARD SUITE J

Mailing Address: 8694 MADISON BOULEVARD SUITE J

Phone: (256) 870-1031

APPLICATION FEE:

Date Paid: 8/9/2024 Amount: \$ 100.00 Receipt #: 3410

Copy of Lease: YES Incorporation Papers: YES

POLICE DEPARTMENT APPROVAL:

Letter Sent: 08/14/2024

Background Check: Approved Disapproved

Check Completed By: Becky [Signature] Title Investigations Secretary

Date Completed: 8-22-24

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 08/14/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title DOB

Date Completed: 8-22-2024

FIRE DEPARTMENT APPROVAL:

Letter Sent: 08/14/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 8/22/24

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 8/13/2024

Date Placed: 8/21/2024 Newspaper: MADISON

Publication Fee Paid: 184

Date Paid: 8/9/2024 Receipt #: 3410

Date of Public Hearing: 9/9/2024

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

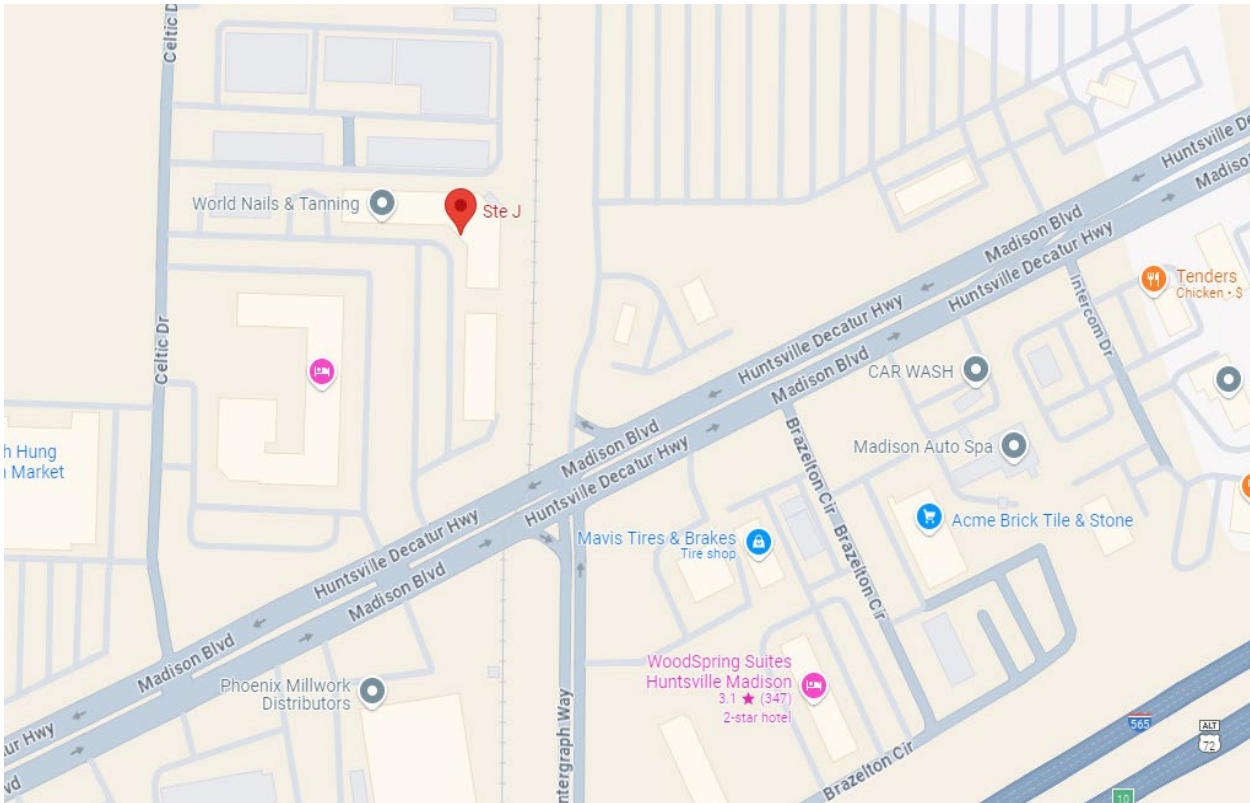
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____

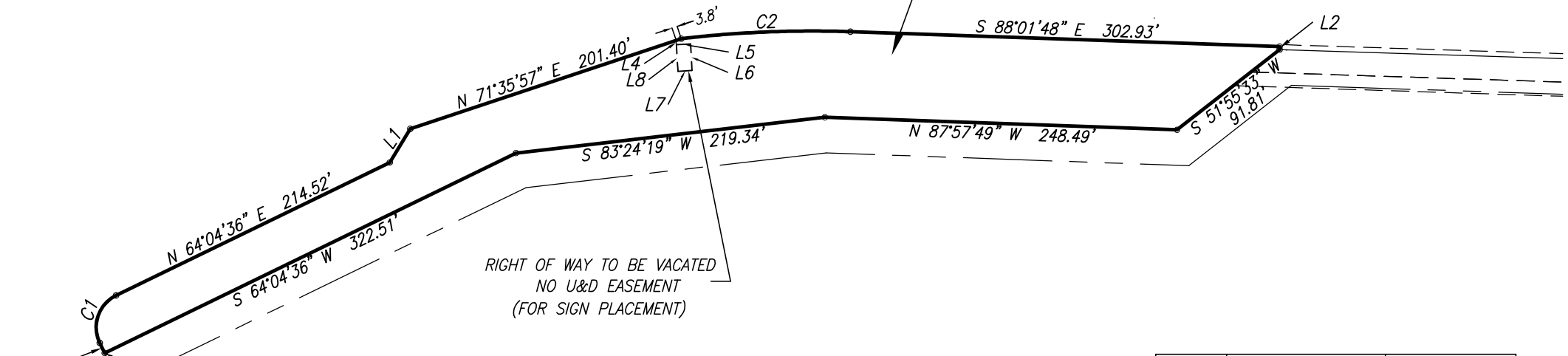




RIGHT OF WAY TO BE VACATED
CONVERTED TO U&D EASEMENT

LIME QUARRY ROAD

RIGHT OF WAY TO BE VACATED
NO U&D EASEMENT
(FOR SIGN PLACEMENT)



NW CORNER, LOT 1
TOWN MADISON BUSINESS PARK
P.B. 2021, PG. 9-10

NORFOLK SOUTHERN RAIL

INTERGRAPH WAY

LINE	BEARING	DISTANCE
L1	N 31°25'04" E	27.82'
L2	S 01°58'12" W	2.18'
L3	N 25°55'24" W	7.93'
L4	S 03°23'40" E	3.06'
L5	S 86°36'20" W	10.00'
L6	N 03°23'40" W	18.83'
L7	N 86°36'20" E	10.00'
L8	S 03°23'40" E	18.83'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.27'	25.00'	90°00'00"	N 19°04'36" E	35.36'
C2	119.47'	790.00'	8°39'52"	N 87°38'16" E	119.35'

All documents, including Drawings and any other instruments of service listed on face, are instruments of service in respect of the client and firm listed on face, and shall be held in confidence and not to be used for any other purpose without the written consent of the client. Such documents are not intended to be used for any other purpose, and any use of such documents for any other purpose is prohibited. Any reuse without written verification by the firm listed on face will constitute a breach of the professional code of ethics and shall be subject to disciplinary action.

MULLINS, LLC
ENGINEERING, SURVEYING, AND PLANNING
2101 West Chocoma Avenue, Suite 503, Huntsville, AL 35892
(256) 890-5312

ROW VACATION
LOT 1 TOWN MADISON BUSINESS PARK
PREPARED FOR: **OLD TOWN INVESTMENTS, LLC**

JOB NO: 15-139
DATE: 6/5/24
DRAWN BY: SER
CHECKED BY: CMF

RESOLUTION NO. 2024-284-R

**A RESOLUTION VACATING A PORTION OF
LIME QUARRY ROAD RIGHT-OF-WAY**

WHEREAS, pursuant to §23-4-20 of the Code of Alabama, the City Council of the City of Madison has held a public hearing on the petition of Old Town II, LLC (“Petitioner”), which has requested vacation of a portion of Lime Quarry Road, as described in the Exhibits attached to this Resolution; and

WHEREAS, the Planning and Economic Development Department of the City of Madison has confirmed that Petitioner’s request for vacation complies with the standards for consent to right-of-way vacations described in Section 30-4 of the Madison City Code, and the City’s Technical Review Committee, the EMA Director, and the Planning Commission all have recommended that the City Council grant Petitioner’s request; and

WHEREAS, Petitioner is the only other owner of abutting lots or parcels of land next to the right-of-way proposed for vacation, and granting the requested vacation of right-of-way will not cut off any other owners or parcels of land from reasonable and convenient access to roads; and

WHEREAS, pursuant to §23-4-2 of the Code of Alabama, the City Council has determined that it is in the interest of the public that Petitioner’s request for vacation be granted, and the City Council elects to vacate the portion of Lime Quarry Road that petitioner has requested;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that, Petitioner’s request to vacate a portion of Lime Quarry Road as described in the Exhibits attached to this Resolution is hereby granted, and it authorizes and directs the Mayor and City Clerk to file this Resolution in the Probate Court of Madison County, Alabama, and to publish notice of this action once in a newspaper in the county no later than 14 days following adoption of this Resolution.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on this 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

EXHIBIT

STATE OF ALABAMA
COUNTY OF MADISON

A TRACT OR PARCEL OF LAND BEING WITHIN THE RIGHT-OF-WAY OF LIME QUARRY ROAD, BEING DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF TOWN MADISON BUSINESS PARK AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2021, PAGES 9-10, SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF INTERGRAPH WAY;

THENCE FROM THE POINT OF BEGINNING, NORTH 25 DEGREES 55 MINUTES 24 SECONDS WEST AND ALONG THE SAID EAST RIGHT-OF-WAY, 7.93 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 04 MINUTES 36 SECONDS EAST, 35.36 FEET TO A POINT;

THENCE NORTH 64 DEGREES 04 MINUTES 36 SECONDS EAST, 214.52 FEET TO A POINT;

THENCE NORTH 31 DEGREES 25 MINUTES 04 SECONDS EAST, 27.82 FEET TO A POINT;

THENCE NORTH 71 DEGREES 35 MINUTES 57 SECONDS EAST, 201.40 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 87 DEGREES 38 MINUTES 16 SECONDS EAST, 119.35 FEET TO A POINT;

THENCE SOUTH 88 DEGREES 01 MINUTES 48 SECONDS EAST, 302.93 FEET TO A POINT;

THENCE SOUTH 01 DEGREES 58 MINUTES 12 SECONDS WEST, 2.18 FEET TO A POINT;

THENCE SOUTH 51 DEGREES 55 MINUTES 33 SECONDS WEST, 91.81 FEET TO A POINT;

THENCE NORTH 87 DEGREES 57 MINUTES 49 SECONDS WEST, 248.49 FEET TO A POINT;

THENCE SOUTH 83 DEGREES 24 MINUTES 19 SECONDS WEST, 219.34 FEET TO A POINT;

THENCE SOUTH 64 DEGREES 04 MINUTES 36 SECONDS WEST, 322.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 42115 SQ. FT. (0.967 ACRES), MORE OR LESS.

ORDINANCE NO. 2024-287

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS RC-2
(RESIDENTIAL CLUSTER DISTRICT NO. 2).**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON,
ALABAMA, AS FOLLOWS:**

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as RC-2 (Residential Cluster District No. 2):

STATE OF ALABAMA
LIMESTONE COUNTY

A PORTION OF LAND LOCATED IN SECTION 3, TOWNSHIP 4 SOUTH, RANGE 3 WEST, OF LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A MAG NAIL BEING THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE, SOUTH 89 DEGREES 40 MINUTES 37 SECONDS EAST (ALABAMA STATE PLANE GRID, WEST ZONE [NAD 83]), A DISTANCE OF 2006.15 FEET TO A RAILROAD SPIKE IN POWELL ROAD; THENCE, NORTH 00 DEGREES 36 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 2002.90 FEET TO A CAPPED IRON PIN (STAMPED "PWM AL/CA0021/LS"), SAID POINT BEING THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 33 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 1975.51 FEET TO A CONCRETE MONUMENT, PASSING THROUGH A CONCRETE MONUMENT AT 649.64 FEET; THENCE, SOUTH 88 DEGREES 36 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 1967.64 FEET TO A 7/8" IRON PIN FOUND ALONG THE WEST RIGHT-OF-WAY MARGIN OF BOWER ROAD (60 FOOT PUBLIC RIGHT-OF-WAY); THENCE, ALONG THE SAID WEST MARGIN, SOUTH 01 DEGREES 39 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1980.72 FEET TO A 1/2" IRON PIN FOUND; THENCE, LEAVING SAID WEST MARGIN, NORTH 88 DEGREES 27 MINUTES 34 SECONDS WEST A DISTANCE OF 1963.95 FEET TO THE POINT OF BEGINNING;

CONTAINING 89.27 ACRES MORE OR LESS.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be RC-2 (Residential Cluster District No. 2).

SECTION 3. That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Rezoning: AG to RC-2

RESOLUTION NO. 2024-279-R

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1
TO AGREEMENT WITH MILLER & MILLER, INC.**

WHEREAS the City Council authorized an agreement with Miller & Miller, Inc. (herein "Miller & Miller") on June 24, 2024, by Resolution 2024-189-R, for Bid No. 2024-008-ITB | Mill Road Ditch Improvement Project (herein "the Project"); and

WHEREAS, Miller & Miller has submitted Change Order No. 1 to the City for modifications to the base bid for the Project in an amount not to exceed one hundred thirty thousand three hundred sixty-seven dollars and ninety-four cents (\$130,367.94), and it has requested an additional 95 calendar days be added to the construction schedule; and

WHEREAS, the City Engineer, in requesting the Change Order, has provided Council with a signed statement indicating the need and justification for the proposed addition to price and extension of contract completion time;

NOW BE IT HERBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council finds that the justifications set forth establish that proposed Change Order No. 1 is appropriate; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized to execute any and all documentation necessary to enforce and comply with the terms of Change Order No. 1; and

BE IT FURTHER RESOLVED that the original contract between the City and Contractor is hereby amended to authorize the work described in the proposed Change Order No. 1, and that all other actions taken prior to the date of this resolution are ratified, and the provisions of the original contract remain unchanged.

READ, PASSED, AND ADOPTED this 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama



Miller & Miller, Inc.

2106 Miller Ferry Way, Huntsville, AL 35801
 (256) 882-6200 FAX (256) 882-2864

September 19, 2024

City of Madison
 100 Hughes Road
 Madison, AL 35758

Attn: Kyle Macomber

Re: Change Order No 1 Pricing & Contract Time
 Mill Road Drainage Improvements
 Project # 22-024, City of Madison

Dear Mr. Macomber:

We are providing Change Order No 1 pricing in review of Plan Revision #2 Dated 08/21/2024. The original contract documents provided insufficient quantities for the construction of a suitable Temporary Re-Alignment of Mill Road. In general, our revised pricing accounts for modifications to the Base Bid Contract Documents as listed below:

- Complete closure of Mill Road (Base Bid & Alt #1 Construction Duration)
- Retaining Wall Re-Alignment
 - Additional excavation, backfill, and Mill Road repair
- Maintained access to properties on Southside of Mill Road
- Additional costs due to seasonal construction timeframe

Additionally, in review of the delays resulting from our RFI submitted on July 12, 2024, we would like to request the Contract Time (270 Calendar Days) be modified. Due to the uncertainty of the upcoming seasonal weather, we would like to request the contract time be extended to 365 Calendar Days (Base + Alt). Please forward Change Order No 1 pricing and our request for Contract Time modification on for review and appropriate approvals. If anything, further is required for this review please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Mullins".

Matt Mullins, P.E.

/e

Cc: File
 Michelle Dunson (City of Madison) email

Addendum #2 - Bidder Pricing Sheet (Change Order #1)**2024-008-ITB / Mill Road Ditch Project****Base Bid**

ITEM	SPEC	DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	QTY COST
1	201A-002	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$8000 PER ACRE) (APPROXIMATELY 1 ACRE)	LUMP SUM	1	\$ 8,000.00	\$ 8,000.00
2	206D-001	REMOVING GUARDRAIL	LINEAR FOOT	1210	\$ 5.00	\$ 6,050.00
3	210A-000	UNCLASSIFIED EXCAVATION	CUBIC YARD	1285	\$ 15.00	\$ 19,275.00
4	214B-001	FOUNDATION BACKFILL, COMMERCIAL **See Note 1	CUBIC YARD	91	\$ 85.00	\$ 7,735.00
5	529A-010	RETAINING WALL & RECONSTRUCTION OF MILL ROAD	LUMP SUM	1	\$ 1,664,000.00	\$ 1,664,000.00
6	600A-000	MOBILIZATION	LUMP SUM	1	\$ 237,505.00	\$ 237,505.00
7	610D-003	FILTER BLANKET, GEOTEXTILE **See Note 5	SQUARE YARD	112	\$ 5.00	\$ 560.00
8	631F-000	STEEL BEAM GUARDRAIL, CLASS A, TYPE 1	LINEAR FOOT	1210	\$ 23.00	\$ 27,830.00
9	631G-008	GUARDRAIL END ANCHOR, TYPE 8 RELOCATED	EACH	6	\$ 4,100.00	\$ 24,600.00
10	641F-500	FIRE HYDRANT EXTENSION ** See Note 2	LINEAR FOOT	10	\$ 975.00	\$ 9,750.00
11	650A-000	TOPSOIL **See Note 3	CUBIC YARD	76	\$ 49.00	\$ 3,724.00
12	652A-111	Seeding (Floodplain Mix)	ACRE	0.2	\$ 1,500.00	\$ 300.00
13	654A-000	SOLID SODDING **See Note 3	SQUARE YARD	685	\$ 10.00	\$ 6,850.00
14	656A-010	MULCHING **See Note 3	ACRE	0.2	\$ 1,550.00	\$ 310.00
15	665A-000	TEMPORARY SEEDING **See Note 3	ACRE	0.2	\$ 1,550.00	\$ 310.00
16	665I-000	TEMPORARY RIPRAP, CLASS 2 **See Note 4	TON	50	\$ 58.00	\$ 2,900.00
17	665N-000	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1 **See Note 5	TON	28	\$ 75.00	\$ 2,100.00
18	665P-005	INLET PROTECTION, STAGE 3 OR 4	EACH	3	\$ 510.00	\$ 1,530.00
19	665Q-002	WATTLE	LINEAR FOOT	1260	\$ 8.50	\$ 10,710.00
20	680A-001	GEOMETRIC CONTROLS	LUMP SUM	1	\$ 31,145.94	\$ 31,145.94
21	740B-000	CONSTRUCTION SIGNS	SQUARE FEET	122	\$ 7.00	\$ 854.00
22	740D-000	CHANNELIZING DRUMS	EACH	45	\$ 59.00	\$ 2,655.00
23	740F-002	BARRICADES, TYPE III	EACH	5	\$ 450.00	\$ 2,250.00
24		ADEM PERMIT TRANSFER	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00
25		SEWER ENCASEMENT	LINEAR FOOT	20	\$ 1,100.00	\$ 22,000.00
26		CONTINGENCY	LS	1	\$ 25,000.00	\$ 25,000.00
TOTAL						\$ 2,127,943.94

Additive Alternate #1

ITEM	SPEC	DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	QTY COST
1	210A-000	UNCLASSIFIED EXCAVATION	CUBIC YARD	650	\$ 50.00	\$ 32,500.00
2	214B-001	FOUNDATION BACKFILL, COMMERCIAL **See Note 6	CUBIC YARD	97	\$ 75.00	\$ 7,275.00
3	610D-003	FILTER BLANKET, GEOTEXTILE **See Note 6	SQUARE YARD	2600	\$ 46.10	\$ 119,860.00
4	650A-000	TOPSOIL **See Note 7	CUBIC YARD	290	\$ 125.00	\$ 36,250.00
5	652A-100	SEEDING ** See Note 8	ACRE	0.55	\$ 2,000.00	\$ 1,100.00
6	656A-010	MULCHING	ACRE	0.55	\$ 2,000.00	\$ 1,100.00
7	665A-000	TEMPORARY SEEDING	ACRE	0.55	\$ 2,000.00	\$ 1,100.00
8	680A-001	GEOMETRIC CONTROLS	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00
TOTAL						\$ 204,185.00

Base Bid + Additive Alternate #1**TOTAL \$ 2,332,128.94**

NOTES:

- INCLUDES WALL LEVELING.
- ITEM TO BE USED FOR FIRE HYDRANT RELOCATION. EXTENSION TO BE UP TO 5 LF PER HYDRANT.
- INCLUDES AREAS FOR NORTH SIDE OF CREEK RESTORATION.
- CONTINGENCY ITEM. REQUIRES APPROVAL PRIOR TO USE.
- INCLUDES CONSTRUCTION ENTRANCE.
- SEE SHEET C3.2 FOR HIGH PERFORMANCE TURF REINFORCEMENT MAT (HPTRM) PYRAMAT 75 INSTALLATION DETAIL.
- INCLUDES 4" TOPSOIL FOR PYRAMAT.
- SEE SHEET C0.1 FOR SEEDING NOTES AND C3.0-3.1 FOR LOCATION. HYDROSEED TO BE USED AND PAID FOR AS A SUBSIDARY OF PAY ITEM 652A-100.

City of Madison, Alabama
Legal Department—Competitive Purchasing Division
INVITATION TO BID
#2024-008-ITB | Mill Road Ditch Improvements
Issued May 22, 2024

STATEMENT OF SUPPORT FOR CHANGE ORDER NO. 1

The following is offered in support of Contract Change Order No. 1 to Bid Number 2024-008-ITB as it was awarded to Miller & Miller, Inc. on June 24, 2024, by Resolution 2024-189-R:

1. The requested change order lists one (1) modification that will result in an increase to the awarded Contract Sum, as well as an additional ninety-five (95) days to the contract time:
 - a. Change Order No. 1 includes modifications to the Base Bid Contract Documents. Revisions to the documents are as follows:
 - Complete closure of Mill Road (Base Bid & Alt #1 Construction Duration)
 - Retaining Wall Re-Alignment
 - Additional excavation, backfill, and Mill Road repair
 - Maintained access to properties on south side of Mill Road
 - Additional costs due to seasonal construction timeframe

2. The requested change order has been instituted by the undersigned for the following reasons:

The original contract documents provided insufficient quantities for the construction of a suitable Temporary Re-Alignment of Mill Road.

3. Implementation of this change order will not exceed one hundred thirty thousand three hundred sixty-seven dollars and ninety-four cents (\$130,367.94). It makes fiscal and administrative sense to make these modifications via change order rather than through competitive bidding.
4. I have reviewed the pricing submitted by the Contractor and found it to be reasonable, fair, and equitable and recommend approval of the same.


Michelle Dunson
Deputy City Engineer

Date:



Witness:



City of Madison, Alabama
Legal Department—Competitive Purchasing Division
INVITATION TO BID
#2024-008-ITB | Mill Road Ditch Improvements
Issued May 22, 2024

AMENDMENT TO AGREEMENT

This Amendment to the Agreement dated July 8, 2024 (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as the “City,” and **Miller & Miller, Inc.**, located at 2106 Miller Ferry Way, SW, Huntsville, Alabama 35801, hereinafter referred to as the “Contractor.”

RECITALS:

WHEREAS, by virtue of passage of Resolution Number 2024-189-R, the City Council of the City of Madison awarded the Bid for the Mill Road Ditch Improvements project (the “Project”) in the amount of **two million two hundred one thousand seven hundred sixty-one dollars (\$2,201,761.00)**; and

WHEREAS, on July 8, 2024, the parties entered into an Agreement for the Project (the “Agreement”) pursuant to such award; and

WHEREAS, Article I, Section A of said Agreement outlined the services to be provided by Contractor and specified that all services shall be done in accordance with the Invitation to Bid; and

WHEREAS, the Agreement allows for amendments and change orders to the original contract as stated in Article II, Section G; and

WHEREAS, the City Engineer has recommended certain modifications to the contract, which are described in the Change Order attached hereto as Attachment A; and

WHEREAS, the City Engineer, in requesting the Change Order, has provided a signed statement explaining the need and justification for the additional work attached hereto as Attachment B; and

WHEREAS, the contemplated addition to the Agreement was not foreseen when the plans and specifications were prepared and does not exceed ten percent (10%) of the Contract price; and

WHEREAS, the City Council has approved of this Amendment via Resolution No. 2024-279-R; and

WHEREAS, the City and Contractor mutually desire to amend the Agreement as described

above, pursuant to Article II, Section G of the Agreement;

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

A. Amendment to Agreement:

1. Article II, Section A is hereby amended as follows:

A. **Contract Price.** The City will pay, and the Contractor will accept in full consideration for the performance of the Project, payment in accordance with the unit prices set forth in Contractor's accepted Bid, the total amount of compensation subject to additions and deductions as provided in this Agreement not to exceed two million three hundred thirty-two thousand one hundred twenty eight dollars and ninety four cents (\$2,332,128.94).

2. Change Order No. 1, is hereby incorporated into the Agreement as an Addendum, and the total contract time is hereby extended by 95 calendar days to a total of 365 calendar days.

B. Remainder.

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

C. Effective Date.

The foregoing amendments shall be effective as of the date of final execution by the parties.

IN WITNESS WHEREOF, City and Contractor have caused this Amendment to the Agreement to be executed in their respective names by their duly authorized officers on the dates set forth below, the latter of which is hereby deemed to be the effective date of this Amendment.

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

By: _____
Paul Finley, Mayor

Attest: _____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public

MILLER & MILLER, INC.

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of **Miller & Miller, Inc.**, is signed to the foregoing instrument, and who is/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 corporation on the day the same bears date.

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

Notary Public

RESOLUTION NO. 2024-321-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES WITH JOHNSON CONTROLS FIRE PROTECTION LP

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with Johnson Controls Fire Protection, LP, for additions to the fire alarm system at Toyota Field, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Johnson Controls Fire Protection, LP, 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 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of October 2024, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and Johnson Controls Fire Protection LP, hereinafter referred to as the “Contractor”.

WITNESSETH:

1. **Scope of Work:** For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to perform improvements to the fire alarm system at Toyota Field as specified in Exhibit A (the “Work”) in accordance with the plans, specifications, and directions contained in the following exhibit, which is attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor’s proposal dated September 18, 2024

2. **Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **two thousand eight hundred sixty-nine dollars and fifty-nine cents (\$2,869.59)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

3. **Additional Services:** Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. **NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.**

4. **Term of Agreement:** This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City’s acknowledgement of Contractor’s fulfillment of the terms of the Scope of Work contained herein. This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days’ notice to the other party. In the event of termination, Contractor

shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Contractor as of the date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Notices:

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

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

All notices to Contractor shall be addressed as follows:
Johnson Controls Fire Protection LP
810 Palmer Plaza
Madison, Alabama 35758

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public

**JOHNSON CONTROLS FIRE PROTECTION LP
CONTRACTOR**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Johnson Controls Fire Protection 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 and official seal this ____ day of _____, 2024.

Notary Public



Johnson Controls Fire Protection LP
810 Palmer Plaza
Madison,AL,35758

www.johnsoncontrols.com

PROPOSAL AND SERVICE AGREEMENT

Date: 09-18-2024 SR#: Quote Ref: Add AV To Rear of Main Bldg 720745	Customer #:2858027 Proposal #: CPQ-720745	Prepared By: James Lawson Employee Number: 233380 Phone #: Email: james.s.lawson@jci.com
Purchaser Contact Information: Name:Jason Marriott		Phone:256-975-7775 Email:jmarriott@trashpandasbaseball.com

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Ship To Information	Bill To Information
Madison Ball Park , 100 Hughes Rd , Madison,AL, 35758 .	Madison Ball Park , 100 Hughes Rd, MADISON,AL,35758-0000 .

Scope of Work:

Scope of Work: DISTRICT TO REVIEW PRIOR TO BILLING!!!

**Add 1) Audio Visual Wheelock to Rear of Main Building
Customer to provide penetration of Block Wall for wiring.**

Price includes Labor & Material.

Price does not include applicable taxes.

Price does not include any additional troubleshooting or repairs to system outside this scope of work.

Price based on regular business hours (M-F 7-5). Excluding holidays and weekends. Quote is VALID for 30 days! Due to shortages in raw materials there are substantial lead times on material delivery.

Excluded: Certification and Testing with Fire Marshall or Inspector, Overtime, Permit Fees, Submittal Drawings, Asbestos Environment, Lift Rental & Delays, Costs and Extensions of Time.

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages.



Johnson Controls Fire Protection LP
 810 Palmer Plaza
 Madison,AL,35758

www.johnsoncontrols.com

QTY	MODEL NUMBER	DESCRIPTION
1	ET70WP-24135-FR	Eaton Wheelock E70/E90 Speaker Strobe
16	HRDW OP RG	L&M Labor Regular

Total net selling price, \$2,869.59

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Relevant URLs

For ordering parts, please order from <https://fire.solutions.jci.com/spare-parts>

Prevailing Wage Required? <u>No</u> Certified Payroll Required? <u>No</u> Customer/Site Tax Exempt? <u>No</u>	Working Hours: Based on normal business hours Mon-Fri 7:30AM-4:00PM unless otherwise noted.
Payment Terms:Net 30	Total quote value:\$2,869.59

<input checked="" type="checkbox"/> Fixed Price	<input type="checkbox"/> Labor and Material	<input type="checkbox"/> NTE
"This Proposal is valid for 30 days"		

Name: _____ Title: _____ PO#: _____ Signature: _____	Johnson Controls Fire Protection LP 810 Palmer Plaza Madison ,AL 35758
---	--

RESOLUTION NO. 2024-331-R

A RESOLUTION AUTHORIZING AGREEMENT FOR CONTRACTING SERVICES WITH AMERICAN OVERHEAD DOOR

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with American Overhead Door, a DH Pace, Inc., company, for the performance of preventative maintenance inspections on doorways and openings at City facilities, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of October 2024, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and American Overhead Door, hereinafter referred to as the “Contractor”.

WITNESSETH:

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

Exhibit A. Contractor’s proposal dated July 9, 2024

2. **Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **eight thousand one hundred thirty-eight dollars and fifty cents (\$8,138.50), with a biannual cost not to exceed sixteen thousand two hundred seventy-seven dollars (\$16,277)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

3. **Additional Services:** Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. **NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.**

4. **Term of Agreement:** This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire one year after the effective date of this Agreement, or upon the City’s acknowledgement of Contractor’s fulfillment of the terms of the Scope of Work contained herein. This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days’ notice

to the other party. In the event of termination, Contractor shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Contractor as of the date of termination.

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

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

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

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

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

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. Contractor shall defend, indemnify and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

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

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

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

12. Termination: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working

days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

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

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

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

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

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

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

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

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

21. Notices:

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

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

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

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public

**AMERICAN OVERHEAD DOOR
CONTRACTOR**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

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

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

Notary Public



PROPOSAL

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

Submitted To: James Dyer	Proposal Date: 7/9/2024	Proposal #: AS-6417	
Submitted By: Allen Stephens Commercial Sales Rep	256-650-8220	Allen.Stephens@dhpac.com	
Addendums Acknowledged: Addendums	Drawings Dated: Date	Specifications Dated: Date	

American Overhead Door Scope of Work:

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

- Fire Station #1 – 3 Openings \$451.20
- Fire Station #2 – 3 Openings \$451.20
- Fire Station #3 – 2 Openings \$305.80
- Fire Station #4 – 8 Openings \$1050.70
- Palmer Park – 9 Openings \$631.90
- Dublin Park – 24 Openings \$2,355.30
- Public Works Building – 18 Openings \$1,934.40
- Sunshine Oaks – 6 Openings \$581.60
- Public Safety Annex Building – 1 Opening \$180.40
- Madison City Library – 1 Opening \$196.00

Total Price Per Completed PM Cycle.....\$8,138.50

(PM performed BiAnnual, Annual Cost of \$16,277.00)

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

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

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

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

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

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

Exclusions and Clarifications:

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

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

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

BUYER ACCEPTANCE

TYPE OR PRINT NAME OF BUYER	/ / ACCEPTANCE DATE	REFERENCE #
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This is my authorization to proceed with the above stated work at the base price of **\$8,138.50**.

SIGNATURE of: <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> Officer (indicate which)	TITLE
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RESOLUTION NO. 2024-332-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES WITH GEN-CO, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with Gen-Co, Inc., for the performance of generator maintenance services, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Gen-Co, 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 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of October 2024, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and GEN-CO, Inc., hereinafter referred to as the “Contractor”.

WITNESSETH:

1. Scope of Work: For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to perform maintenance inspections and annual load bank tests per NFPA on six (6) total generators across various locations as specified in Exhibit A (the “Work”) in accordance with the plans, specifications, and directions contained in the following exhibit, which is attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor’s proposal dated June 7, 2024

2. Compensation: For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **fifteen thousand two hundred dollars (\$15,200)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

3. Additional Services: Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. **NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.**

4. Term of Agreement: This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire one year after the effective date of this Agreement, or upon the City’s acknowledgement of Contractor’s fulfillment of the terms of the Scope of Work contained herein. This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days’ notice to the other party. In the event of termination, Contractor shall be entitled to payment only for

services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Contractor as of the date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Notices:**

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

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

All notices to Contractor shall be addressed as follows:
GEN-CO Inc.
3500 8th Avenue S.W.
Huntsville, Alabama 35805

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public

**GEN-CO, Inc.
CONTRACTOR**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of GEN-CO, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

Exhibit A



3500 8th Ave S.W.
Huntsville, AL 35805

Huntsville: (256) 319-0382
Birmingham: (205) 508-5775
Toll Free: (844) 310-3885

June 7, 2024

James Dyer
City of Madison
100 Hughes Rd.
Madison, AL 35758

Re: Generator Maintenance Proposal

Dear Mr. Dyer,

Per your request we are pleased to provide pricing for the services listed below:

City Hall Generator #1

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspection
 - \$1,800.00

- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

City Hall Generator #2

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,800.00

- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Rainbow Mountain Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,400.00

- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Fire Station 1 Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,800.00

- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Fire Station 2 Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,800.00

- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Fire Station 3 Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,800.00

- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Notes and Exceptions:

- 1. GEN-CO, Inc. accepts no responsibility for the failure of your equipment during testing or the failure of the equipment to perform satisfactorily. If your equipment fails, then the expenses to perform repairs or modifications and any expense to re-test after same would be separate and in addition to the above quoted rate. It does not include fuel, oil, coolant or other consumables required to perform testing*
- 2. All labor in this proposal is figured for the services being performed during regular business hours, Mon-Fri 7:30am-4:00pm.*

We appreciate the opportunity to provide pricing for our services. Please feel free to contact me with any questions.

Regards,
GEN-CO, Inc.



Jeff Kennedy
Vice-President
Office: 256-319-0382
Cell: 256-929-3508
Email: jkennedy@gen-coinc.com

RESOLUTION NO. 2024-333-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES WITH STATE SYSTEMS, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with State Systems, Inc., for the performance of inspection services of City fire alarm systems, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

BE IT FURTHER RESOLVED that authorization for an agreement with BBC Systems, Inc., for fire alarm inspection services adopted via Resolution 2013-234-R is hereby cancelled, and the City Attorney is authorized to give notice of termination to BBC Systems, Inc.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of October 2024, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and State Systems, Inc., hereinafter referred to as the “Contractor”.

WITNESSETH:

1. **Scope of Work:** For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to perform inspection services of fire alarm systems across various locations as specified in Exhibit A (the “Work”) in accordance with the plans, specifications, and directions contained in the following exhibit, which is attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor’s proposal dated August 15, 2024

2. **Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **fourteen thousand nine hundred seventy dollars (\$14,970.00) the first year with a one-time fee for new cellular dialers for monitoring not to exceed two thousand eight hundred dollars (\$2,800.00)**. Contractor is solely responsible for submission of monthly or quarterly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

3. **Additional Services:** Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. **NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.**

4. **Term of Agreement:** This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire one year after the effective date of this Agreement. However, Owner and Contractor may mutually agree in writing to up to two (2), one-year extensions of this Agreement. This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days’ notice to

the other party. In the event of termination, Contractor shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Contractor as of the date of termination.

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

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

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

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

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

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. Contractor shall defend, indemnify and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

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

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

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

12. Termination: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working

days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

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

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

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

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

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

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

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

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

21. Notices:

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

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

All notices to Contractor shall be addressed as follows:
State Systems, Inc.
1861 Vanderhorn Drive
Memphis, TN 38134

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public

**STATE SYSTEMS, INC.
CONTRACTOR**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF TENNESSEE §

§

COUNTY OF SHELBY §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of State Systems, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

Exhibit A



SERVICE AGREEMENT

Date: 08/15/2024

State Systems, Inc. (SSI)
1861 Vanderhorn Dr
Memphis, TN 38134

City of Madison
228 Mose Chapel Rd
Madison, AL 35758

SERVICES to be PROVIDED:	Price
<input checked="" type="checkbox"/> Fire Station 1 (Fire Alarm, Monitoring, Sprinkler, Semi-annual Kitchen Hood)	\$ 2010
<input checked="" type="checkbox"/> Fire Station 2 (Fire Alarm, Monitoring, Sprinkler, Semi-annual Kitchen Hood)	\$ 2010
<input checked="" type="checkbox"/> Fire Station 3 (Sprinkler, Semi-Annual Kitchen Hood)	\$ 800
<input checked="" type="checkbox"/> Wellness Center (Fire Alarm, Monitoring, Sprinkler)	\$ 1810
<input checked="" type="checkbox"/> City Hall (Fire Alarm, Monitoring)	\$ 1910
<input checked="" type="checkbox"/> Community Center (Fire Alarm, Monitoring, Sprinkler)	\$ 2310
<input checked="" type="checkbox"/> Public Works (Fire Alarm, Monitoring, Sprinkler)	\$ 2310
<input checked="" type="checkbox"/> Madison Public Library (Fire Alarm Monitoring)	\$ 660
<input checked="" type="checkbox"/> Fire Extinguishers (All buildings – the current counts for each of the existing buildings)	\$ 900
<input checked="" type="checkbox"/> Fire Extinguishers (50 Additional Extinguishers to be inspected – no service included)	\$ 250
<input checked="" type="checkbox"/> One Time Fee – 7 Cellular dialers for Fire Alarm Monitoring (\$400 per unit)	\$ 2800

-
- . Total annual investment for all services listed above for the first year - \$ 14,970
 - . Total One Time Investment for the new Cellular dialers for monitoring - \$2800

Plus, applicable taxes.

-
- Period of Agreement shall begin 10/01/2024 and shall continue for (1) year from that date.
 - This proposal shall remain valid for a period of ninety (90) days from the above referenced proposal date.
 - This proposal is for inspections only and any deficiency or service work that is required as a result of these inspections will be priced accordingly.
 - This proposal and the pages attached shall become an Agreement only upon signature below by SSI and CUSTOMER. No waiver or modification of any terms or conditions of this Agreement shall be binding on SSI unless made in writing and signed by an authorized representative of SSI.

State Systems, Inc.

CUSTOMER Acceptance:

Signature: _____

(Type or Print Name) _____

Title: _____

Date: _____

Signature: _____

Print Name _____

Date: _____

Email: _____

RESOLUTION NO. 2024-318-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH PAS CONSULTING GROUP**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with PAS Consulting Group for the purpose of providing promotional process consulting services for the Madison Fire Department, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to PAS Consulting Group 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 14th day of October 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and PAS Consulting Group located at 1696 Foxhall Drive, Dunwoody, Georgia 30338, hereinafter referred to as “Consultant.”

WITNESS TO:

WHEREAS, the Madison Fire Department is in need of professional services to assist with the preparation of an officer promotional process for the City; 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:

Preparation of a Driver/Engineer, Captain, and Battalion Chief promotional process plan, such plan to be prepared according to the Consultant’s proposal dated September 12, 2024 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.

B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.

C. 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.

D. 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.

E. 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.

- F. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and email to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- G. Any and all information provided to Consultant by City, of the type normally available for the proposed Work, that 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 Scope of Work.

SECTION 2: BASE FEE/EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **twenty-seven thousand five hundred fifty dollars (\$27,550)** for the first promotional cycle. Compensation shall be payable as services are rendered and invoiced to City. Consultant is solely responsible for submission of 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, unless both parties consent to an amendment to this Agreement.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. City acknowledges that Consultant retains ownership of any and all of its property including, but not limited to, all methods, concepts, designs, reports, processes, programs, trademarks, intellectual property, and templates, as well as all training materials, testing and assessment examinations and products, and copyrightable works, whether in hard copy or electronic form. City may not copy or otherwise reproduce any property of Consultant in any form, tangible or intangible.
- E. Additional services may be specifically authorized by City but must be negotiated as an Amendment to this Agreement. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION

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

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of City or its individual

employees, officials, agents and representatives in the course of receiving services from Consultant pursuant to the instant Agreement.

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 (“Effective Date”).

This Agreement shall expire one (1) year after the Effective Date, unless terminated earlier pursuant to Section 5 of this Agreement. Upon both (a) mutual written agreement of the Fire Chief and Consultant’s principal, and (b) City Council budget authorization for Consultant’s services, this Agreement may be renewed for two (2) successive one-year terms.

SECTION 5: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) calendar days’ written 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:

*Fire Chief
101 Mill Road
Madison, Alabama 35758*

With a copy to:

*City Attorney
Madison City Hall
100 Hughes Road
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*Niki Polk
Principal
PAS Consulting Group
1697 Foxhall Drive
Dunwoody, Georgia 30338*

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 Attachment A, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public

**PAS Consulting Group
Consultant**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF GEORGIA §
 §
COUNTY OF _____ §

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

Given under my hand this the _____ day of October 2024

Notary Public

ORDINANCE NO. 2024-305

**AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN 113 BRYDON CIRCLE, LOT 56 OF BUCKINGHAM PHASE THREE
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 **Michael Williams and Janah Williams** requesting the vacation of a portion of a utility & drainage easement located within Lot 56 of Buckingham Subdivision Phase Three and further described as follows:

ALL THAT PART OF LOT 56 OF BUCKINGHAM PHASE THREE, AS RECORDED IN PLAT BOOK 46 PAGE 41 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 56; THENCE NORTH 01 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 45.93 FEET TO A POINT; THENCE NORTH 62 DEGREES 33 MINUTES 40 SECONDS EAST A DISTANCE OF 8.34 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT TO BE VACATED; THENCE LEAVING SAID TRUE POINT OF BEGINNING, NORTH 01 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 20.85 FEET TO A POINT; THENCE NORTH 61 DEGREES 07 MINUTES 38 SECONDS EAST A DISTANCE OF 121.07 FEET TO A POINT; THENCE SOUTH 54 DEGREES 39 MINUTES 57 SECONDS EAST A DISTANCE OF 24.50 FEET TO A POINT; THENCE SOUTH 62 DEGREES 33 MINUTES 40 SECONDS WEST A DISTANCE OF 141.35 FEET TO THE TRUE POINT OF BEGINNING.

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

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

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

READ, PASSED, AND ADOPTED this 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

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

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

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

ALL THAT PART OF LOT 56 OF BUCKINGHAM PHASE THREE, AS RECORDED IN PLAT BOOK 46 PAGE 41 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 56; THENCE NORTH 01 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 45.93 FEET TO A POINT; THENCE NORTH 62 DEGREES 33 MINUTES 40 SECONDS EAST A DISTANCE OF 8.34 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT TO BE VACATED; THENCE LEAVING SAID TRUE POINT OF BEGINNING, NORTH 01 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 20.85 FEET TO A POINT; THENCE NORTH 61 DEGREES 07 MINUTES 38 SECONDS EAST A DISTANCE OF 121.07 FEET TO A POINT; THENCE SOUTH 54 DEGREES 39 MINUTES 57 SECONDS EAST A DISTANCE OF 24.50 FEET TO A POINT; THENCE SOUTH 62 DEGREES 33 MINUTES 40 SECONDS WEST A DISTANCE OF 141.35 FEET TO THE TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD to said Grantees, their heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of October, 2024.

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §

*Quitclaim Deed
113 Brydon Circle, U&D VOE
Page 1 of 2*

COUNTY OF MADISON

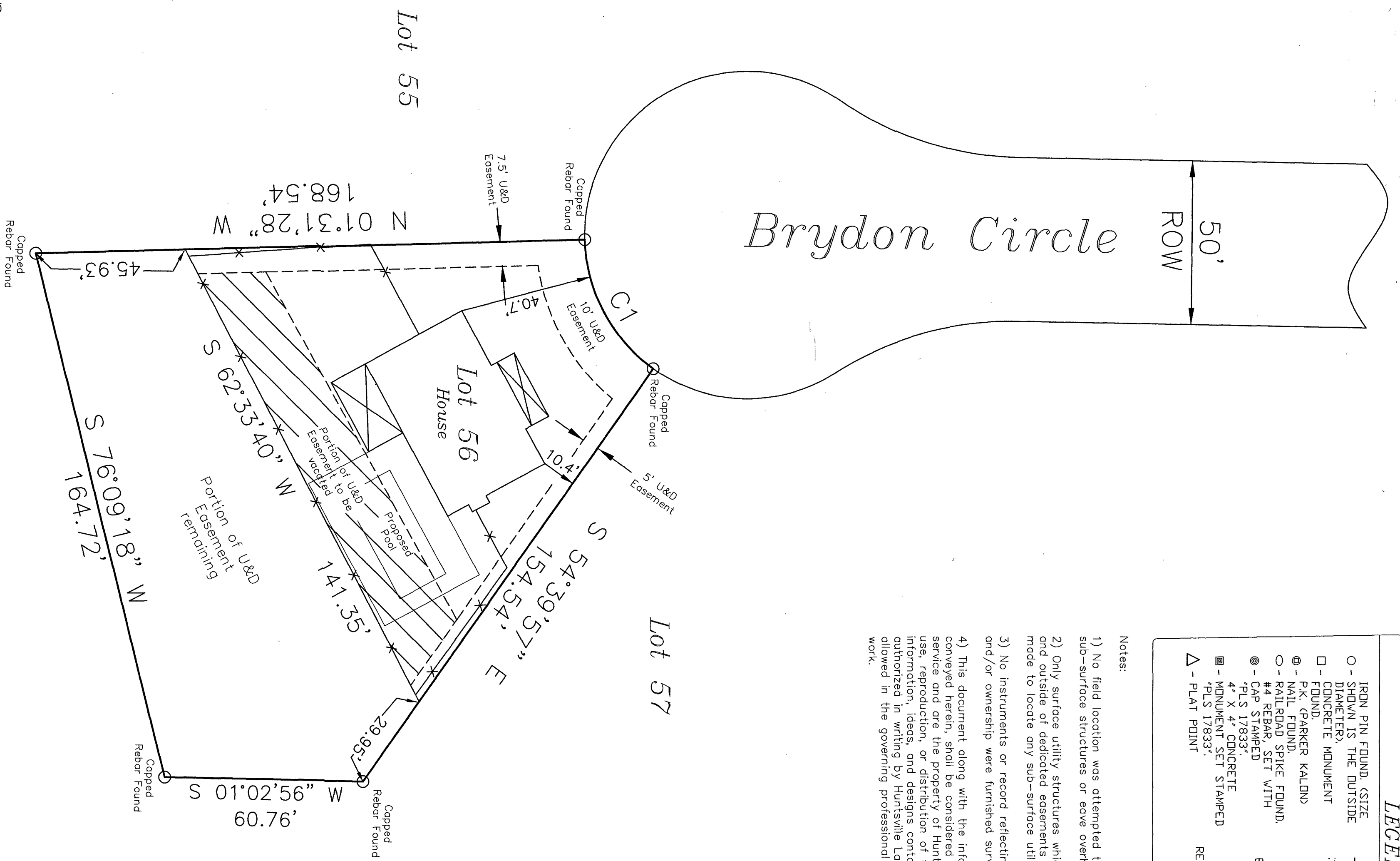
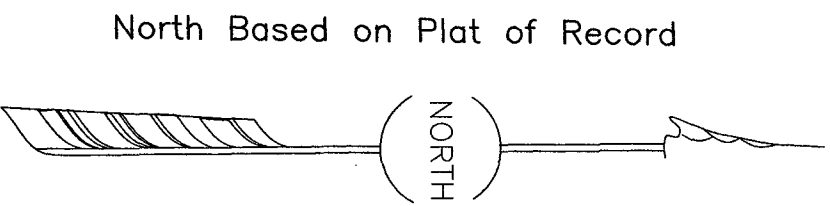
§
§

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

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

Notary Public

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	46.37'	44.73'	S 61°54'18" W	53°08'28"	25.01'



LEGEND

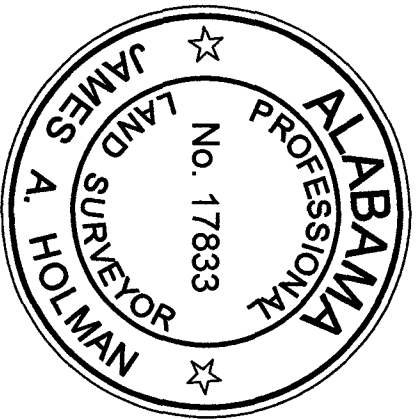
○ - IRON PIN FOUND, SIZE SHOWN IS THE OUTSIDE DIAMETER.	—○— OVERHEAD UTILITY LINE(S)
□ - CONCRETE MONUMENT FOUND.	-x- FENCE.
● - P.K. (PARKER KALON) NAIL FOUND.	--- CONCRETE RECORD
○ - RAILROAD SPIKE FOUND.	--- NOT TO SCALE
● - #4 REBAR SET WITH CAP STAMPED	AC. - ACRES.
● - 4" X 4" CONCRETE MONUMENT SET STAMPED	CL. - CENTERLINE.
△ - PLAT POINT	DB. - DEED BOOK.
	ESMNT. - EASEMENT.
	MB.L. - MINIMUM BUILDING LINE.
	DD. - OUTSIDE DIAMETER.
	P.B. - PLAT BOOK.
	P.G. - PAGE.
	REF. MON. - REFERENCE MONUMENT.
	R.D.W. - RIGHT-OF-WAY.
	(M) - MEASURED
	(R) - RECORDED

- Notes:
- 1) No field location was attempted to determine the extent of sub-surface structures or eave overhangs, except as shown.
 - 2) Only surface utility structures which are located within the boundary and outside of dedicated easements are shown. No effort has been made to locate any sub-surface utility.
 - 3) No instruments or record reflecting easements, rights-of-ways, and/or ownership were furnished surveyor, except as shown.
 - 4) This document along with the information, ideas, and designs conveyed herein, shall be considered instruments of professional service and are the property of Huntsville Land Company, Inc. Any use, reproduction, or distribution of this document, along with the information, ideas, and designs contained herein is prohibited unless authorized in writing by Huntsville Land Company, Inc., or explicitly allowed in the governing professional services agreement for this work.

State of Alabama
County of Madison

I, James A. Holman, A Registered Land Surveyor with the firm of Huntsville Land Company, Inc., hereby state that to the best of my knowledge, information and belief, the foregoing is a true and correct map or plat of Lot 56 According to the Plat or Survey of Buckingham Phase Three

_____, recorded as Plat book 46, Page 41 in the office of the Judge of Probate, Madison County, Alabama; that the survey represented hereon meets the minimum technical standard requirements for land surveying in the State of Alabama as adopted by the Alabama Society of Professional Land Surveyors; that the address based on reliable information and sources available to the undersigned is _____ according to this survey this the _____ 24th _____ day of _____, 20 _____, 20 24.



Type of Survey: Survey for Easement Vacation

Field Work Completed: 7/12/2024 Office Work Completed: 7/24/2024

HUNTSVILLE LAND COMPANY, INC. COPYRIGHT 2024

James A. Holman P.L.S.
Al. Reg. No. 17833

Work Order: MB20241788 Drawn by: T.C.B.

Revised: J.A.H. Scale: 1" = 25'

P.O. BOX 14448 HUNTSVILLE AL 35815

ORDINANCE NO. 2024-312

**AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN 244 YANCY ROAD, LOT 4 BLOCK 3 OF CHICKASAW ESTATES
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 **Kathleen Rawlins** requesting the vacation of a portion of a utility & drainage easement located within Lot 4 Block 3 of Chickasaw Estates Subdivision and further described as follows:

ALL THAT PART OF LOT 4, BLOCK 3 OF CHICKASAW ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK 4 ON PAGE 79 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 1-1/2" IRON PIPE FOUND AT THE WESTERNMOST CORNER OF SAID LOT, SAID CORNER BEING THE SOUTHERNMOST CORNER OF LOT 5, BLOCK 4 OF SAID SUBDIVISION; THENCE SOUTH 84 DEGREES 37 MINUTES 11 SECONDS EAST 9.68 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE, FROM THE POINT OF BEGINNING, NORTH 44 DEGREES 35 MINUTES 40 SECONDS EAST 7.66 FEET TO THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF AN EXISTING 7.5-FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE SIDE LOT LINE OF SAID LOT 4 AND THE NORTHEASTERLY MARGIN OF AN EXISTING 15-FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE REAR OF SAID LOT 4; THENCE, ALONG THE NORTHEASTERLY MARGIN OF SAID 15-FOOT EASEMENT, SOUTH 33 DEGREES 50 MINUTES 02 SECONDS EAST 159.85 FEET TO THE INTERSECTION OF SAID MARGIN WITH THE NORTH MARGIN OF AN EXISTING 15-FOOT UTILITY AND DRAINAGE EASEMENT WHICH LIES ALONG THE SOUTH BOUNDARY OF SAID LOT 4; THENCE, ALONG THE NORTH MARGIN OF SAID EASEMENT, SOUTH 88 DEGREES 42 MINUTES 06 SECONDS EAST 42.06 FEET TO THE WESTERLY MARGIN OF AN EXISTING 7.5-FOOT UTILITY AND DRAINAGE EASEMENT WHICH LIES ALONG THE EASTERLY BOUNDARY OF SAID LOT 4; THENCE SOUTH 22 DEGREES 59 MINUTES 42 SECONDS WEST 8.07 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 06 SECONDS WEST 42.97 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 02 SECONDS WEST 162.20 FEET TO THE POINT OF BEGINNING, CONTAINING 1526.5 SQUARE FEET OR 0.035 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC., WITH A FIELD DATE OF MARCH 21, 2024. THIS TRACT BEING 7.5 FEET OF THE EXISTING 15-FOOT EASEMENT WHICH LIES ALONG THE SOUTH AND SOUTHWESTERLY BOUNDARIES OF SAID LOT 4, BLOCK 3 OF SAID CHICKASAW ESTATES SUBDIVISION.

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 **Kathleen Rawlins** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

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

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

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Kathleen Rawlins**, (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 LOT 4, BLOCK 3 OF CHICKASAW ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK 4 ON PAGE 79 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 1-1/2” IRON PIPE FOUND AT THE WESTERNMOST CORNER OF SAID LOT, SAID CORNER BEING THE SOUTHERNMOST CORNER OF LOT 5, BLOCK 4 OF SAID SUBDIVISION; THENCE SOUTH 84 DEGREES 37 MINUTES 11 SECONDS EAST 9.68 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE, FROM THE POINT OF BEGINNING, NORTH 44 DEGREES 35 MINUTES 40 SECONDS EAST 7.66 FEET TO THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF AN EXISTING 7.5-FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE SIDE LOT LINE OF SAID LOT 4 AND THE NORTHEASTERLY MARGIN OF AN EXISTING 15-FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE REAR OF SAID LOT 4; THENCE, ALONG THE NORTHEASTERLY MARGIN OF SAID 15-FOOT EASEMENT, SOUTH 33 DEGREES 50 MINUTES 02 SECONDS EAST 159.85 FEET TO THE INTERSECTION OF SAID MARGIN WITH THE NORTH MARGIN OF AN EXISTING 15-FOOT UTILITY AND DRAINAGE EASEMENT WHICH LIES ALONG THE SOUTH BOUNDARY OF SAID LOT 4; THENCE, ALONG THE NORTH MARGIN OF SAID EASEMENT, SOUTH 88 DEGREES 42 MINUTES 06 SECONDS EAST 42.06 FEET TO THE WESTERLY MARGIN OF AN EXISTING 7.5-FOOT UTILITY AND DRAINAGE EASEMENT WHICH LIES ALONG THE EASTERLY BOUNDARY OF SAID LOT 4; THENCE SOUTH 22 DEGREES 59 MINUTES 42 SECONDS WEST 8.07 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 06 SECONDS WEST 42.97 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 02 SECONDS WEST 162.20 FEET TO THE POINT OF BEGINNING, CONTAINING 1526.5 SQUARE FEET OR 0.035 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC., WITH A FIELD DATE OF MARCH 21, 2024. THIS TRACT BEING 7.5 FEET OF THE EXISTING 15-FOOT EASEMENT WHICH LIES ALONG THE SOUTH AND SOUTHWESTERLY BOUNDARIES OF SAID LOT 4, BLOCK 3 OF SAID CHICKASAW ESTATES SUBDIVISION.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of October, 2024.

*Quitclaim Deed
244 Yancy Road, U&D VOE
Page 1 of 2*

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

SURVEY FOR: MS. KATHLEEN RAWLINS

DATE FIELD: 03-21-2024

REQUESTED BY: MRS. RAWLINS

DATE OFFICE: 08-19-2024

TYPE OF SURVEY: AS-BUILT FILE: CHICKASAW ESTATE

HILL LAND SURVEYING INC.
WILLIAM T. HILL, JR.
133 FEATHERSTONE LANE
OWENS CROSS ROADS, AL 35763

W.O. NO. 256-337-6102
24-0110 534-8555 FAX



GRID NORTH
AL STATE
PLANE EAST
ZONE NAD
1983

ALL PROPERTY
MARKERS ARE
1.5" OPEN TOP
IRON PIPE (UND).

1/2" BSS
CAPPED R.B.

STAKE SET
ON LINE

STAKE SET
ON LINE

YANCY ROAD
50' RIGHT OF WAY

LOT 5

LOT 4
BLOCK 3
34,999 S.F.

LOT 3

LOT 2

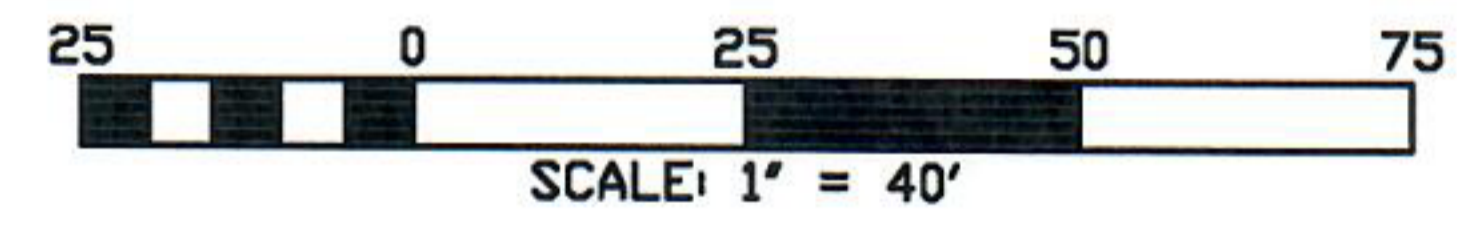
Proposed vacation
S 33°50'02" E 159.85'

BRICK
RESIDENCE
3048 S.F.

3802 S.F.
TOTAL
UNDER
ROOF

BRICK
GARAGE
663 S.F.

LOT 3
BLOCK 3
RAINBOW MTN HGTS
7TH ADD.
PB 8 PG 26



LINE	BEARING	DISTANCE
L1	S 84°37'11" E	9.68'
L2	N 44°35'40" E	7.66'
L3	S 88°42'06" E	42.06'
L4	S 22°59'42" W	8.07'
L5	N 88°42'06" W	42.97'
L6	N 33°50'02" W	162.20'

1/2" R.B.

S 88°42'06" E 51.95'
PLAT S 89°45' W 52.0'

MARTIN FAMILY FARM LLC
DOC. # 2016-213870

STATE OF ALABAMA
MADISON COUNTY

LOT 4

THIS IS A TRUE AND CORRECT SURVEY OF LOT 4, BLOCK 3 OF CHICKASAW ESTATE, AS RECORDED IN PLAT BOOK 4, PAGE 79 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THE CORRECT STREET ADDRESS OF THE PROPERTY IS 244 YANCY RD, MADISON, ALABAMA.

LEGEND

- PUDE PUBLIC UTILITY AND DRAINAGE EASEMENT
- C.T. CRIMPED IRON PIPE
- R.B. REBAR
- FENCELINE
- CONCRETE MONUMENT
- CAPPED 1/2" REBAR SET
- IRON MONUMENT

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.

DATE: 03-27-2024



ORDINANCE NO. 2024-326**ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTIES OR TERRITORIES INTO THE CITY OF MADISON, ALABAMA, PURSUANT TO ALA. CODE §§ 11-42-20 THROUGH -24, INCLUSIVE, AS AMENDED.**

WHEREAS, on August 28 , 2024, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

**11027 Cardinal Drive
Lot 59, Morris Estates, Addition II, PB E 93**

WHEREAS, said petition was executed by the owners of said properties or territories, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City of Madison, Alabama; and

WHEREAS, said properties are contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneous herewith, and it does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of *Ala. Code* §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

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

Section 1. That the City Council of the City of Madison, Alabama, the governing body of said municipality, hereby finds and declares that said lands or territories form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to bring the properties or territories described in Section 2 of this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said properties or territories into the City of Madison, Alabama.

Section 2. That the boundary lines of the City of Madison, Alabama, be, and the same are hereby, altered, rearranged, and extended so as to include the real properties or territories more particularly described as follows:

**11027 Cardinal Drive
Lot 59, Morris Estates, Addition II, PB E 93**

Section 3. That the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the properties or territories herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 2** to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective and that the properties or territories described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

- (a) final publication of this ordinance as required by law; and
- (b) application for rezoning being properly made by the lawful owners.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 25th day of November, 2024.

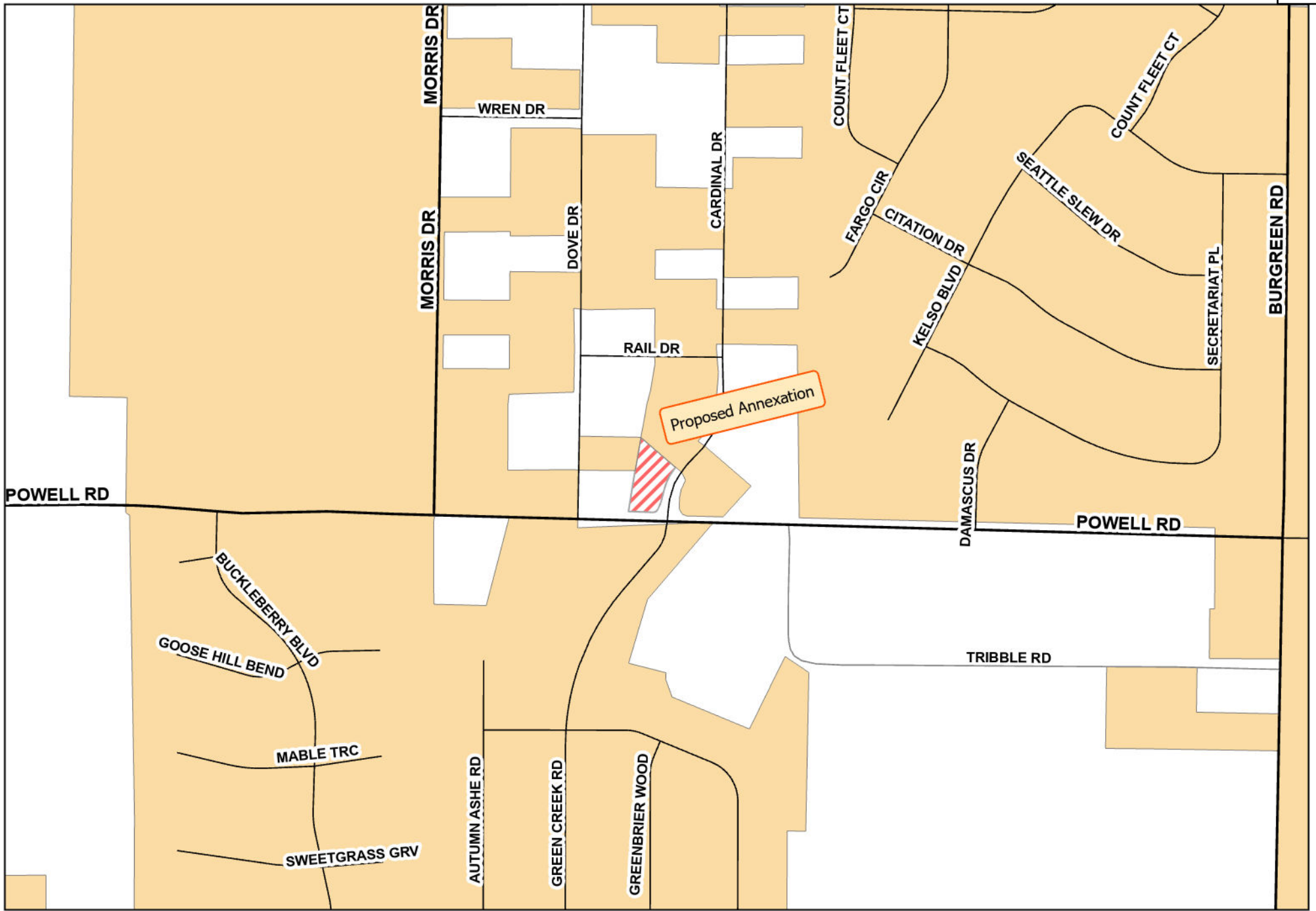
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2024.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Annexation (11027 Cardinal Drive)



RESOLUTION NO. 2024-328-R

WHEREAS, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City’s Official Zoning Map, and has made a report of its recommendation concerning the following requested action(s), to-wit:

Donald William Ayers and Dynetta Olivia Jones-Ayers’ request to zone property located north of Powell Road, west of Cardinal Drive to R-1A (Low Density Residential District) upon annexation, and

WHEREAS, it is the judgment and opinion of the City Council that a formal public hearing should be held for the purpose of considering an ordinance to amend the zoning map of the City in accordance with said zoning request;

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

SECTION 1. A public hearing will be held by the City Council on November 25, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

SECTION 2. This resolution, including the proposed ordinance made a part hereof, shall be published in full by one (1) insertion in the *Madison County Record*. A synopsis of the proposed ordinance shall be published in said newspaper one (1) week later referring to the date and name of the newspaper in which the proposed ordinance was first published. Both insertions are to be made at least fifteen (15) days prior to the date of the public hearing.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 14th day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on October 23, 2024

Attachment A

PROPOSED ORDINANCE NO. 2024-327

AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS R-1A (LOW DENSITY RESIDENTIAL DISTRICT).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R1-A (Low Density Residential District):

**11027 Cardinal Drive
Lot 59, Morris Estates, Addition II, PB E 93**

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be R-1A (Low Density Residential District).

SECTION 3. That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this ____ day of _____, 2024.

**Ranae Bartlett, Council President
City of Madison, Alabama**

ATTEST:

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

Approved this ____ day of _____, 2024.

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

SYNOPSIS AND NOTICE OF PUBLIC HEARING
WITH RESPECT TO AMENDMENT TO THE ZONING ORDINANCE
OF THE CITY OF MADISON

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO R-
1A (LOW DENSITY RESIDENTIAL DISTRICT).**

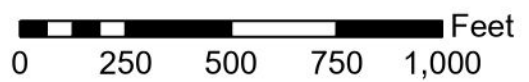
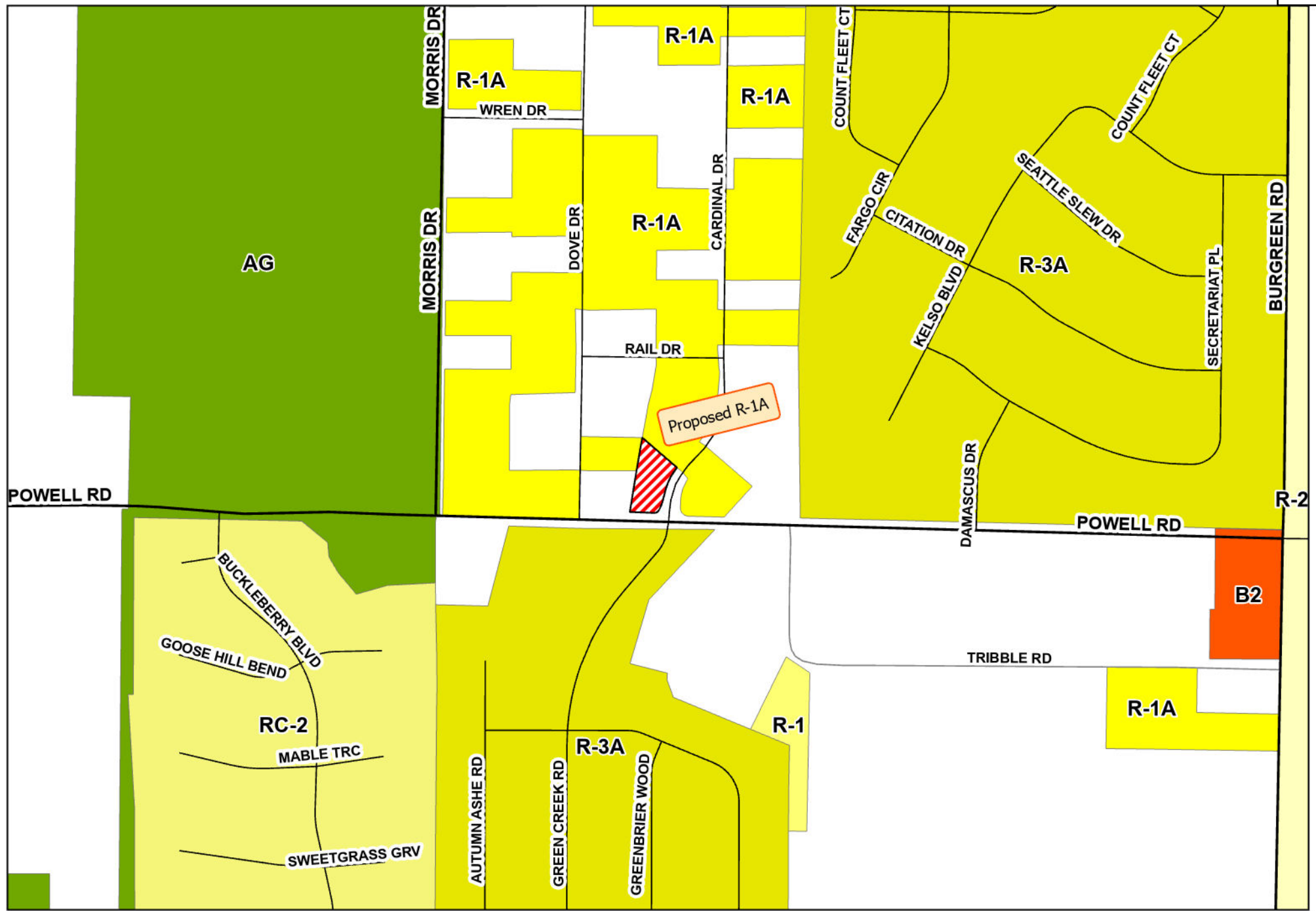
NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Donald Williams Ayers and Dynetta Olivia Jones-Ayers, the City Council of the City of Madison, Alabama, will hold a public hearing on the 25th day of November, 2024, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

**11027 Cardinal Drive
Lot 59, Morris Estates, Addition II, PB E 93**

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 23th day of October 2024.

DATED at Madison, Alabama, this 30th day of October 2024.

Ranae Bartlett, *Council President*
City of Madison, Alabama



Proposed R-1A



RESOLUTION NO. 2024-285-R

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PUBLIC UTILITY AND DRAINAGE EASEMENT

WHEREAS, by adoption of Resolution 2024-284-R, the City Council of the City of Madison has elected to vacate a certain portion of right of way located along Lime Quarry Road, pursuant to Alabama Code Title 23, Chapter 4, Article 2 and City Code Section 30-4; and

WHEREAS, municipal corporations may adopt resolutions to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, and convenience of the inhabitants of the municipality; and

WHEREAS, the City of Madison desires to maintain a public utility and drainage easement to provide for public maintenance and safety along Lime Quarry Road; and

WHEREAS, Old Town II, LLC, has offered to convey a public utility and drainage easement over the portion of right of way located along Lime Quarry Road and vacated by the City of Madison;

NOW, THEREFORE, BE IT RESOLVED 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 accept a deed for a public utility and drainage easement, a form of which is attached to this Resolution as Exhibit A, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

EXHIBIT A—FORM OF DEED

THIS INSTRUMENT PREPARED BY: *City Attorney, City of Madison, 100 Hughes Road, Madison, AL 35758*

No title search requested and none performed.

STATE OF ALABAMA)
)
COUNTY OF MADISON)

**WARRANTY DEED FOR
CONVEYANCE OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **Old Town II, LLC**, an Alabama limited liability corporation, hereinafter referred to as **GRANTOR**, for and in consideration of Ten Dollars (\$10.00) cash to it in hand paid by the **City of Madison, Alabama**, a municipal corporation, hereinafter referred to as **GRANTEE**, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said City of Madison and its successors and assigns a permanent and perpetual easement for storm drainage and utility purposes over, through, and across the following-described property, situated in Madison, Madison County, Alabama, to-wit:

A TRACT OR PARCEL OF LAND BEING WITHIN THE RIGHT-OF-WAY OF LIME QUARRY ROAD, BEING DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF TOWN MADISON BUSINESS PARK AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2021, PAGES 9-10, SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF INTERGRAPH WAY; THENCE FROM THE POINT OF BEGINNING, NORTH 25 DEGREES 55 MINUTES 24 SECONDS WEST AND ALONG THE SAID EAST RIGHT-OF-WAY, 7.93 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 04 MINUTES 36 SECONDS EAST, 35.36 FEET TO A POINT; THENCE NORTH 64 DEGREES 04 MINUTES 36 SECONDS EAST, 214.52 FEET TO A POINT; THENCE NORTH 31 DEGREES 25 MINUTES 04 SECONDS EAST, 27.82 FEET TO A POINT; THENCE NORTH 71 DEGREES 35 MINUTES 57 SECONDS EAST, 201.40 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 87 DEGREES 38 MINUTES 16 SECONDS EAST, 119.35 FEET TO A POINT; THENCE SOUTH 88 DEGREES 01 MINUTES 48 SECONDS EAST, 302.93 FEET TO A POINT; THENCE SOUTH 01 DEGREES 58 MINUTES 12 SECONDS WEST, 2.18 FEET TO A POINT; THENCE SOUTH 51 DEGREES 55 MINUTES 33 SECONDS WEST, 91.81 FEET TO A POINT; THENCE NORTH 87 DEGREES 57 MINUTES 49 SECONDS WEST, 248.49 FEET TO A POINT; THENCE SOUTH 83 DEGREES 24 MINUTES 19 SECONDS WEST, 219.34 FEET TO A POINT. THENCE SOUTH 64 DEGREES 04 MINUTES 36 SECONDS WEST, 322.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 42115 SQ. FT. (0.967 ACRES), MORE OR LESS.

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

Grantor covenants with Grantee and its successors and assigns that it is lawfully seized in fee simple of the servient estate; that the premises are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; and that it will warrant and defend the same to the Grantee and its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, _____ has caused this instrument to be executed this _____ day of _____, 2024.

_____ as **GRANTOR**

EXHIBIT A—FORM OF DEED

By: _____

Its: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of **Old Town II, LLC**, an Alabama limited liability corporation, is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he executed the same voluntarily as an act of said _____ corporation on the day the same bears date.

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

Notary Public

RESOLUTION NO. 2024-336-R**AUTHORIZING AN AMENDED PROFESSIONAL SERVICES
AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS
FOR TOYOTA FIELD CLUBHOUSE & LOCKER ROOM
IMPROVEMENTS**

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 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 to the Toyota Field Clubhouse Locker Room; 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, Council desires to further amend the Agreement to provide for the preparation of construction phase documents, bid phase documents, construction administration services, and project closeout phase services for a one-story clubhouse addition and locker room improvements;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed Amendment No. 3 to the Professional Services Agreement with Gilbert, McLaughlin, Casella Architects for professional services for construction document through project closeout phases for the Toyota Field improvements described above, said Amendment No. 3 to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment Number Three" dated September 26, 2024 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 in a total amount not to exceed four hundred sixty three thousand dollars (\$463,000) to be paid 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 14th day of October 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

26 September 2024

Mary Beth Broeren
 City of Madison, Director of Planning
 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 –Visitor Locker Room

Amendment No. 3 for Construction Document Phase, Bid Negotiation Phase, Construction Administration Phase and Project Closeout Phase

GilMC Project # 202304.01 TFH

Dear Mary Beth,

Thank you for the opportunity the City of Madison, Alabama continues to offer our firm. Per your request, we have prepared this Amendment No. 3 between Gilbert McLaughlin Casella Architects, PLC (Architect) and the City of Madison, Alabama (Client=City=Owner) to contract for professional services for the Construction Document thru Project Closeout Phases for the above project.

Gilbert McLaughlin Casella Architects, PLC will provide professional design services for architectural, civil, landscape, mechanical, electrical, fire protection, audio visual, structural engineering, and food service, as outlined in the budgeting drawings and project manual provided during the design development phase. 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 systems, and signage design developed during the schematic design phase.

We have provided the specific description and anticipated schedule of services we propose to provide in Exhibit A-Limits of the Work, Exhibit A2-Scope of the Project, and B2-Scope of Services, all made part of this amendment.

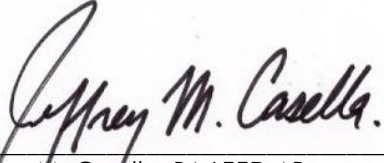
The terms of compensation and reimbursement to Gilbert McLaughlin Casella Architects, PLC for rendering these services is defined in Exhibit C2 Compensation for Services and made part of this amendment.

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 remains 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:

Accepted by Owner:



 Jeffrey M. Casella, RA LEED AP
 Gilbert | McLaughlin | Casella architects, plc
 Date: 26 September 2024

 Signature/Title:

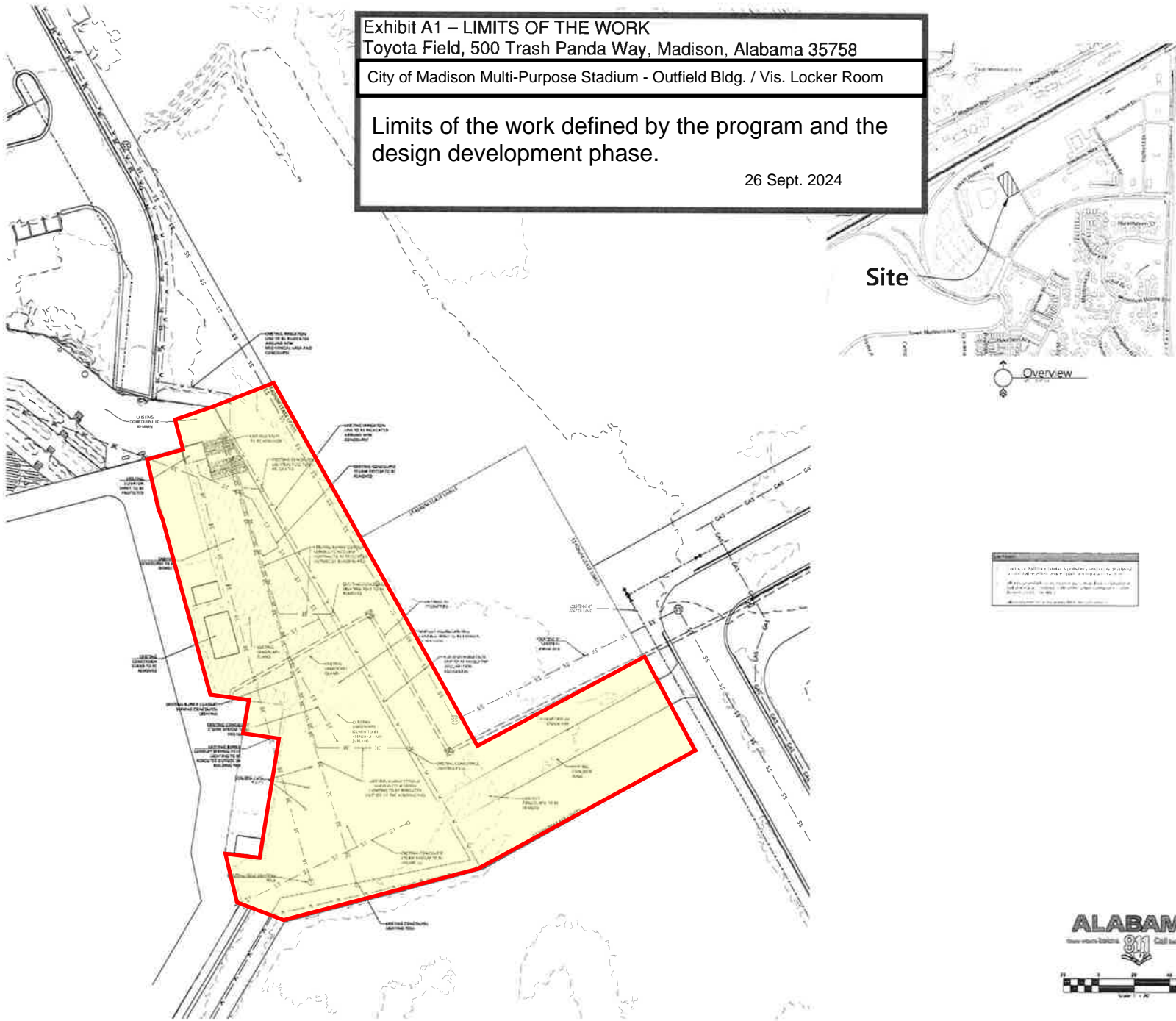
 Printed Name:

 Date:

Exhibit A1 – LIMITS OF THE WORK
Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
 City of Madison Multi-Purpose Stadium - Outfield Bldg. / Vis. Locker Room

Limits of the work defined by the program and the design development phase.

26 Sept. 2024



Gilbert, McLaughlin, Casella Architects | Res No. 2024-100-R
 5 of 14

CITY OF MADISON, AL | MULTI-PURPOSE
 STADIUM – OUTFIELD BUILDING –
 PARTS A&B
 City of Madison, AL 35758

GILBERT | McLAUGHLIN | CASSELLA

MULLINS, LLC
 CIVIL ENGINEERING ARCHITECTURE
 SURVEYING LANDSCAPE ARCHITECTURE
 10000 Highway 100, Suite 100, Madison, AL 35758
 (205) 938-1111

ISSUED: 01.18.2024
 PROJECT #: 202304 TFS

CIVIL SITE PLAN
 EXISTING CONDITIONS

C2.0



Exhibit A2 – SCOPE OF THE PROJECT**26 September 2024**

Madison Multi-purpose Stadium – Visitor Locker Room
Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758

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. We will design the structure of this project to allow for the future construction of additional levels as described in Multipurpose Outfield Building of the design development documents dated 8.2.24.

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 12- August 2024) provided to the Architect by the Team, as shown in the design development documents, and as noted to be revised during a design development phase review by MLB.

Schedule

The Architect will develop a Schedule upon the notice to proceed. Services will begin and finish at times upon which both Parties mutually agree. The Construction Document Phase is anticipated to take 120 days.

Limits of Work

The Design Team Limits of Work is defined as shown in Exhibit A: Limits of the work.

THE DESIGN TEAM **will provide** design services from the back of the curb inward within the Limits of the Work. At the perimeter this includes small amounts of the following: drainage design, sidewalk, trees, tree grates, site Irrigation (minor modifications), field irrigation(near footprint of building- minor modifications if determined to be required), streetlights and new curbs /walks (internal to the ballpark). The path allowing for 360-degree circulation by pedestrians around the stadium within the grounds of the venue will be modified within the extents of the project area and designed to maintain connectivity. In addition, site furnishings (expected to be limited - benches, trash receptables, etc.) will be specified by the design team.

The DESIGN TEAM **will not provide** design of any field lighting, field irrigation systems(major), scoreboard design, any new roadways, curbs, major modifications or any additions to the existing storm water systems (concerning major piping, retention and or water quality) servicing the stadium or surrounding development, traffic signals and controls (if required), parking signage (post mounted signage with instructions on time limits, available hours of parking, etc.), sewers and storm inlets outside the construction limits, nor will the design team design major changes to the existing stadium to support the needs of the proposed outfield building.

END OF EXHIBIT A2

Exhibit B2 – SCOPE OF WORK**26 September 2024****Construction Document thru Project Closeout Phases****Madison Multi-purpose Stadium – Visitor Locker Room****Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758**

Gilbert McLaughlin Casella Architects, PLC will for the construction document phase thru the project closeout phase provide professional services for architectural, civil, landscape, mechanical, electrical, fire protection, audio visual, structural engineering, and food service, as outlined in the budgeting drawings and project manual created during the design development phase. 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 systems, and signage design developed during the design development phase for the construction document phase thru the project closeout phase.

CONSTRUCTION DOCUMENT PHASE**Design Team Deliverables/Tasks/Services**Architect and Design Team (The Architect)

- The Architect and his team members will further develop the documents based on the scope of the previous phase to reflect any comments provided by and any Value Engineering options as accepted and directed by the City, to a level which will be appropriate for permitting, bidding and construction of the facility.
- The Architect will work with the Owner to provide review/comment of the City's selected Contract for Construction as it pertains to required scope of work of the project and industry standard processes for communication and project management responsibilities.
- The Architect will coordinate with consultants of the Owner and Team as necessary though-out the phase.
- The Architect will attend the necessary meetings with the Owner to present and discuss the development of the documents, discuss materials, signage design, products, FF and E items, gather information and to report on progress and schedule.
- Progress sets of the documents at approximately a level of 50% complete and 90% complete will be issued to the City and the Team to allow for review, comment, and discussion of the progress.
- The Architect and the Design Team will attend meetings to receive comments/discuss the design subsequent to the City and Team reviewing the CD Documents. Based on the extent of the changes requested, revisions will be provided to the documents to respond to the comments or to integrate information being provided.

Civil Engineer

- The Civil Engineer will provide the necessary documents to allow for bidding and construction of the project. This information will include a site plan layout, grading and drainage plans, phase erosion control plan, utility plan, signage plan, fire access plan, storm water profiled, hydro-CAD storm water reports, required general notes, landscape plan, photometric plan and details, The site plans will also be submitted to the appropriate utility providers for approval. The Civil Engineer

(Mullins) will attend and support meetings for technical review, post technical review and the planning commission.

Meetings and Visits

The Architect shall visit the project site with their Consultant team if needed. The Architect shall attend meetings in Madison with the Team and the City as needed. We have allotted the following within our estimate for reimbursable expenses as defined by Team Member and number following:

Architect:	1 visit for informational gathering meeting 3 visits for design/presentation meetings with the Team and City
Interior Designer:	2 visits for finish presentation meetings
MPE FP Engineer:	1 visit if needed
Structural Engineer:	1 visit if needed
Food Service:	1 visit for equipment presentation meeting

The Architect and their Consultants will attend Video Conferencing Meetings with each other, the City and TEAM as required to produce the agreed upon Scope of Work, Deliverables, Tasks and Services.

BIDDING NEGOTIATION / PERMITTING PHASE

Design Team Deliverables/Tasks/Services

- The Architect will attend a pre-bid meeting with the GC and associated Sub-Contractors
- The Architect will coordinate with the City during the bidding process to clarify the scope of work in response to inquiries posed by the bidders.
- The Architect will coordinate with the City during the evaluation of the responses provided by the bidders to assist in determining the awarded bidder.
- The Architect will attend meetings with and or respond to questions/ comments offered by the AHJ who are reviewing the project as part of the permitting process.
- If the bids exceed the allowable budget, based on additional services being approved, the Architect shall participate in offering Value Engineering Opportunities for evaluation by the Owners Consultant and the Owner. The Owner shall provide direction concerning acceptance or rejection of the Value Engineering Opportunities to the Architect, the Architect shall incorporate the accepted Value Engineering Opportunities into the documents in preparation for the construction phase of the project.

Meetings

The Architect and Design Team will attend Video Conference Meetings as needed during this period.

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 Team and Owner, provide amendment(s) to this agreement to allow the following additional services to be provided as part of our scope.

- Design of a parking area to support the visiting team buses within the Limits of the Work or coordination with the City of Madison and their selected developer concerning on street parallel space bus drop off and pick up will be excluded.
- 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 B2

Exhibit C2 – COMPENSATION FOR SERVICES **26 September 2024**

Madison Multi-purpose Stadium – Visitor Locker Room
Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758

The Owner agrees to pay Gilbert | McLaughlin | Casella Architects, PLC compensation for the Scope of the Project and Scope of Services described in Attachments **A, A2, B2 and C2** as follows:

FEES – BASE SCOPE OF SERVICES

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

Construction Document Phase	\$215,000.00
Bid negotiation Phase	\$25,000.00
Construction Administration Phase	\$121,000.00
Project Closeout Phase	<u>\$9,500.00</u>
Total Fee	\$370,500.00

(three hundred and seventy thousand, five hundred dollars and zero 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 Documents through Project Closeout Phases:	
Estimated Travel Expenses:	\$78,000.00
Printing:	<u>\$15,000.00</u>
Total Estimated Reimbursable Expenses	\$93,000.00

(ninety-three thousand and zero hundred dollars and zero cents)

ADDITIONAL SERVICES

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

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

END OF EXHIBIT C2

RESOLUTION NO. 2024-302-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH TRIDENT SECURITY SOLUTIONS, LLC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional contractor services agreement with Trident Security Solutions, LLC, to provide security guard services at City Hall, 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 relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Trident Security Solutions, LLC, located at 3322 South Memorial Parkway, Suite 504, hereinafter referred to as “Contractor.”

WITNESS TO:

WHEREAS, the City is in need of professional security guard services to aid in the protection of City employees, citizens, and guests during daily business hours; and

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

WHEREAS, Contractor 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 Contractor's unique abilities and services and Contractor 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, Contractor will provide security guard services to the City according to its proposal dated August 1, 2024 (“Attachment A”), which is attached to this Agreement and wholly incorporated within it.
- B. Contractor agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.
- C. Contractor 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.
- D. Contractor 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.
- E. Contractor 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.
- F. Throughout the term of this Agreement, Contractor shall provide City reasonable and meaningful access via telephone and email to Contractor’s principals for the purpose of fulfilling the contracted-for deliverables.
- G. Any and all information provided to Contractor by City, of the type normally available for

the proposed Work, that 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. Contractor will not develop such original information unless specifically included in the Scope of Work.

SECTION 2: BASE FEE/EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Contractor pursuant to Section 1 shall be an amount not to exceed **one hundred seventy-two thousand three-hundred eighty dollars (\$172,380.00)**, payable monthly as services are rendered and invoiced to City. Contractor is solely responsible for submission of detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Contractor’s performance are included in the total compensation set forth in Section 2.A. and described in Section 7.1 of Attachment A. Contractor shall not be compensated for any other expenses, unless both parties consent to an amendment to this Agreement.
- C. All taxes applicable to the payments made to Contractor hereunder shall be the sole responsibility, obligation, and liability of Contractor.
- 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 Contractor, and City shall be perpetually vested with full usage rights of the same.
- E. Additional services may be specifically authorized by City but must be negotiated as an Amendment to this Agreement. In the event that Contractor determines that additional services are necessary, Contractor shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide any additional services until Contractor receives written authorization of City. Any additional services shall be subject to the budgetary restrictions of the City’s duly-adopted budget for the then-current fiscal year.

SECTION 3: 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 one year after the effective date, unless the parties mutually agree to extend the term.

SECTION 4: 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, Contractor shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Contractor as of the date of termination.

SECTION 5: 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 Contractor 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 Contractor.

SECTION 6: INDEMNIFICATION

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

To the extent allowed by law, City agrees to hold harmless and indemnify Contractor 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 Contractor pursuant to the instant Agreement.

SECTION 7: INSURANCE

Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet or exceed the types, scope, and amounts currently documented in the Contractor’s Certificate of Liability Insurance provided in Attachment A. The City shall be indicated as a Certificate Holder, and Contractor shall furnish the City with Certificates of Insurance reflecting the coverage required by this Agreement.

SECTION 8: 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 9: ASSIGNMENT

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

SECTION 10: ENTIRE AGREEMENT: WAIVER

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

SECTION 11: NOTICES

All notices to City shall be addressed to the City’s Representative:

*Police Chief Johnny Gandy
Madison Police Department
100 Hughes Road
Madison, Alabama 35758*

With a copy to:

*City Attorney
100 Hughes Road
Madison, Alabama 35758*

All notices to Contractor shall be addressed to:

*Michael VanTassel
Trident Security Solutions, LLC
Alabama Operations and Development
3322 South Memorial Parkway, Suite 504
Huntsville, Alabama 35801*

SECTION 12: GOVERNING LAW

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

SECTION 13: 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 Attachment A, the terms set forth in the body of this Agreement shall prevail.

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

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

**Trident Security Solutions, LLC
Contractor**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF _____ §

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

Given under my hand this the _____ day of October 2024

Notary Public

RESOLUTION NO. 2024-337-R**A RESOLUTION AUTHORIZING GRANT APPLICATION AND PURCHASE OF PLAYGROUND EQUIPMENT FOR NEIGHBORHOOD PARKS**

WHEREAS, by virtue of passage of Resolution No. 2014-138-R and pursuant to §41-16-51(a)(16) of the Code of Alabama, the City Council has authorized qualified purchasing through the National IPA which has been acquired by Omnia Partners; and

WHEREAS, the Alabama Department of Examiners of Public Accounts has authorized purchasing through OMNIA Partners, which is a national, intergovernmental purchasing cooperative; and

WHEREAS, the Recreation Department has verified that Struthers Recreation, LLC, is an authorized dealer for said playground equipment, is a participating OMNIA Partners vendor holding a valid Alabama business license, to which OMNIA has awarded a competitively bid contract (Contract Number 2017001134) to GameTime, d/b/a Struthers Recreation, LLC; and

WHEREAS, the Parks and Recreation Department has verified that this equipment is not available for purchase on any bid that has been awarded by the State of Alabama; and

WHEREAS, GameTime has offered matching funds in the amount of \$181,395.00 through its Community Champions Playground Grant Program;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City seven separate pricing quotes for playground equipment and said pricing proposals are substantially similar in purpose, intent, and composition to those certain documents attached (Attachment A: Cambridge Park Playground (\$24,908.19); Attachment B: Cedars Park Playground (\$21,347.31); Attachment C: Fieldcrest Park Playground (\$24,908.19), Attachment D: Leathertree Park Playground (\$39,861.08), Attachment E: Stavemill Park Playground (\$21,347.33), Attachment F: Teal Park Playground (\$24,908.19), Attachment G: West Highlands Park Playground (\$12,841.48), Attachment H: Windsor Park Playground (\$19,067.64), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that the Mayor, Finance Director, and Director of Parks and Recreation are authorized to submit and finalize documentation necessary to accept matching funds in the amount of \$181,395.00 through GameTime's Community Champions Playground Grant Program, and said grant funds shall be used by the City of Madison Parks & Recreation Department to purchase playground the neighborhood park equipment described above; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 14th day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

GameTime Matching Funds Grant

Cambridge Park

Replacement Structure

- Wood Structure with rot.
- Does not meet current safety standards.
- 25+ years old.

Suggested Replacement

- GameTime – Shade Tree – PT22243
- Cost: \$47,460.00
- <https://www.gametime.com/products/shade-tree-pt22243>



GameTime Shade Tree PT22243



Cedars Park

Replacement Structure

- Wood Structure with rot.
- Does not meet current safety standards.
- 25+ years old.

Suggested Replacement

- GameTime – Surf's Up - PT18031
- Costs: \$41,213.00
- <https://www.gametime.com/products/surfs-up>



GameTime Surf's Up PT18031



Fieldcrest Park

Replacement Structure

- Wood Structure with rot.
- Rusting metal climber & slide.
- 25+ years old.

Suggested Replacement

- GameTime – Shade Tree – PT22243
- Cost: \$47,460.00
- <https://www.gametime.com/products/shade-tree-pt22243>



GameTime Shade Tree PT22243



Leathertree Park

Highly used park.

- Additional Structure for 2–5-year-olds.
- Replaces 20+ year old equipment for 2–5-year-olds.

Suggested Replacement

- GameTime – Picket Play – PT21008
- Cost: \$77,272.00
- <https://www.gametime.com/products/picket-play>



GameTime Picket Play PT21008



Stavemill Park

Replacement Structure

- 25+ year old equipment
- Adds structure for 5+ year olds

Suggested Replacement

- GameTime – Surf’s Up - PT18031
- Costs: \$41,213.00
- <https://www.gametime.com/products/surfs-up>



GameTime Surf's Up PT18031



Teal Park

Replacement Structure

- Wood Structure with rot.
- Does not meet current safety standards.
- 25+ years old.

Suggested Replacement

- GameTime – Shade Tree – PT22243
- Cost: \$47,460.00
- <https://www.gametime.com/products/shade-tree-pt22243>



GameTime Shade Tree PT22243



West Highlands Park

No Structure.

- HOA Requested
- No play equipment besides a swing set.

Suggested Replacement

- GameTime – Gladstone – 11926
- Cost: \$24,355.00
- <https://www.gametime.com/products/outlet-store-unit-11926>



GameTime Gladstone 11926



Windsor Park

Structure Needed

- All other elements present.
- Structure needed for 5+ year olds.

Suggested Replacement

- GameTime - Aloft - PT21028
- Costs: \$36,357.00
- <https://www.gametime.com/products/aloft>



GameTime Aloft PT21028



Costs Breakdown

Total Additions:

• Cambridge -	\$47,460.00	PT22243
• Cedars -	\$41,213.00	PT18031
• Fieldcrest Park -	\$47,460.00	PT22243
• Leathertree Park -	\$77,272.00	PT21008
• Stavemill -	\$41,213.00	PT18031
• Teal Park -	\$47,460.00	PT22243
• West Highlands -	\$24,355.00	11926
• Windsor Park -	\$36,357.00	PT21028
• Total:	\$362,790.00	
• Our Cost:	\$181,395.00	
• Matching Grant:	\$181,395.00	

PLAYGROUND GRANT



Up to 100% matching funds for PowerScape®, PrimeTime®, Xscape®, and Modern City® play systems

Up to 50% matching funds for The Stadium®, KidCourse, Challenge Course, and THRIVE® fitness systems



gametime.com/grant-2024



A PLAYCORE Company

2024 Playground Grant Application

1.800.235.2440
gametime.com



Instructions

Read carefully

Please complete the appropriate sections of the application form. Once completed, validate the information by means of the project administrator's signature. Immediately return the completed and signed application form to your GameTime representative.

Project Info

List contact info and address of your project

Project Name: City of Madison Neighborhood Parks **Type:** Neighborhood Park Renewal
Address: 100 Hughes Road
City: Madison **State:** AL **Zip:** 35758
Contact Person: Randy D' Herde **Title:** Operations Superintendent
Phone: (361) 728-8447 **Fax:** **E-mail:** randy.dherde@madisonal.gov

Background

Please provide a description of your organization, its goals, and why it should be considered for a grant.

The City of Madison, Alabama is a local government that serves a population of around 60,000. Our goal is to provide parks, greenways, and other recreational activities for our residents. One way we do that is to have small neighborhood parks spread throughout the city, over 30. Most of the parks have GameTime equipment that has served the parks for over 20+ years and it is time to revitalize many of the parks with new playground equipment again from GameTime.

Site Info

List specific info about the area in which the play equipment will be located.

Number of players: **Age range:** **Total play area size:** **Is the site level?:**
Special site conditions: (utilities, retaining walls, soil conditions, excessive slope, concrete slab, etc)
Only one location will be within an already established surfaced area. All others will require borders and surfacing but are flat open areas.

Budget Info

List your actual contribution to the play equipment purchase only.

Dollar amount you want GameTime to match: \$181,395.00

Funding Choices

Select the type(s) of funding in which you are interested.

- Up to 100% matching funds applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® play systems
- Up to 50% matching funds applies to The Stadium®, KidCourse®, Challenge Course®, and THRIVE® fitness systems

Scan here to Apply Online!



Rules and Limitations

Read carefully

Grant Rules and Limitations:

To qualify for up to 100% matching grant, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course®, KidCourse®, and The Stadium®. VistaRope®, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be received and validated by the project administrator by October 18, 2024. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 25, 2024, or until all eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2024, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2024 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.

Authorization Signature

Project administrator's signature

Authorized Signature: _____ **Date:** _____
Name (please print): _____ **Title:** _____



c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

Attachment A

10/07/2024
Quote #
105938-01-01

Cambridge Park Playground

City of Madison Parks and Recreation in Alabama
Attn: Eric Robinson
100 Hughes Road
Madison, AL 35758
United States
Phone: 256-772-6263
Fax: 256-772-9377
eric.robinson@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	RDU	GameTime - PT22243 - Updated Shade Tree	\$48,060.00	\$48,060.00
Contract: OMNIA #2017001134			Sub Total	\$48,149.00
			Discount	(\$24,030.00)
			Freight	\$789.19
			Total	\$24,908.19

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to [GameTime](#) when purchasing through the contract.

Pricing reflects GameTime's 2024 Matching Funds Grant - Cash with Order.
See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 21, 2024, otherwise pricing will be subject to change.
- Order must be deliverable by December 31st, 2024.
- Owner is responsible for unloading of and storage of all equipment until ready for installation.
- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH October 21 2024 OR UNTIL EXHAUSTION OF FUNDS. 100% funds match for payment in full at the time of the order.
- Hard Copy of check to be mailed directly to Struthers Recreation - PO Box 1178, Pelham, AL 35124.
- To place an order, you must provide all of the items listed below:
 - Signed check for the total amount of quote made payable to GameTime
 - Fully executed acceptance page, signed by an authorized purchaser
 - Color selections for all equipment and surfacing (if applicable)
 - Sales tax exemption form (if applicable)



c/o Struthers Recreation, LLC,
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

Attachment B

10/07/2024
Quote #
105938-02-01

Cedars Park Playground

City of Madison Parks and Recreation in Alabama
Attn: Eric Robinson
100 Hughes Road
Madison, AL 35758
United States
Phone: 256-772-6263
Fax: 256-772-9377
eric.robinson@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	RDU	GameTime - PT18031 - Surf's Up	\$41,213.00	\$41,213.00
Contract: OMNIA #2017001134			Sub Total	\$41,302.00
			Discount	(\$20,606.00)
			Freight	\$651.31
			Total	\$21,347.31

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

Pricing reflects GameTime's 2024 Matching Funds Grant - Cash with Order.
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 - Sales tax exemption form (if applicable)



c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

Attachment C

10/07/2024
Quote #
105938-03-01

Fieldcrest Park Playground

City of Madison Parks and Recreation in Alabama
Attn: Eric Robinson
100 Hughes Road
Madison, AL 35758
United States
Phone: 256-772-6263
Fax: 256-772-9377
eric.robinson@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	RDU	GameTime - PT22243 - Updated Shade Tree	\$48,060.00	\$48,060.00
Contract: OMNIA #2017001134			Sub Total	\$48,149.00
			Discount	(\$24,030.00)
			Freight	\$789.19
			Total	\$24,908.19

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

Pricing reflects GameTime's 2024 Matching Funds Grant - Cash with Order.
See below for order terms related to the Matching Funds promotion.

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- Order must be deliverable by December 31st, 2024.
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- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH October 21 2024 OR UNTIL EXHAUSTION OF FUNDS. 100% funds match for payment in full at the time of the order.
- Hard Copy of check to be mailed directly to Struthers Recreation - PO Box 1178, Pelham, AL 35124.
- To place an order, you must provide all of the items listed below:
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 - Sales tax exemption form (if applicable)



c/o Struthers Recreation, LLC.
 P.O. Box 1178
 Pelham, AL 35124
 Phone: 800-221-8869
 Fax: 205-663-5012

Attachment D

10/07/2024
 Quote #
 105938-04-01

Leathertree Park Playground

City of Madison Parks and Recreation in Alabama
 Attn: Eric Robinson
 100 Hughes Road
 Madison, AL 35758
 United States
 Phone: 256-772-6263
 Fax: 256-772-9377
 eric.robinson@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	RDU	GameTime - Pt21008 - Picket Play	\$77,272.00	\$77,272.00
Contract: OMNIA #2017001134			Sub Total	\$77,361.00
			Discount	(\$38,636.00)
			Freight	\$1,136.08
			Total	\$39,861.08

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

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 See below for order terms related to the Matching Funds promotion.

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- Order must be deliverable by December 31st, 2024.
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c/o Struthers Recreation, LLC.
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Phone: 800-221-8869
Fax: 205-663-5012

Attachment E

10/07/2024
Quote #
105938-05-01

Stavemill Park Playground

City of Madison Parks and Recreation in Alabama
Attn: Eric Robinson
100 Hughes Road
Madison, AL 35758
United States
Phone: 256-772-6263
Fax: 256-772-9377
eric.robinson@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	RDU	GameTime - PT18031 - Surf's Up	\$41,213.00	\$41,213.00
Contract: OMNIA #2017001134			Sub Total	\$41,302.00
			Discount	(\$20,605.98)
			Freight	\$651.31
			Total	\$21,347.33

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

Pricing reflects GameTime's 2024 Matching Funds Grant - Cash with Order.
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c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

10/07/2024
Quote #
105938-06-01

Attachment F

Teal Park Playground

City of Madison Parks and Recreation in Alabama
Attn: Eric Robinson
100 Hughes Road
Madison, AL 35758
United States
Phone: 256-772-6263
Fax:256-772-9377
eric.robinson@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	RDU	GameTime - PT22243 - Updated Shade Tree	\$48,060.00	\$48,060.00
Contract: OMNIA #2017001134			Sub Total	\$48,149.00
			Discount	(\$24,030.00)
			Freight	\$789.19
			Total	\$24,908.19

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

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 - Color selections for all equipment and surfacing (if applicable)
 - Sales tax exemption form (if applicable)



c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

10/07/2024
Quote #
105938-07-01

Attachment G

West Highlands Park Playground

City of Madison Parks and Recreation in Alabama
Attn: Eric Robinson
100 Hughes Road
Madison, AL 35758
United States
Phone: 256-772-6263
Fax: 256-772-9377
eric.robinson@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	11926	GameTime - PrimeTime Gladstone	\$24,355.00	\$24,355.00
Contract: OMNIA #2017001134			Sub Total	\$24,444.00
			Discount	(\$12,177.00)
			Freight	\$574.48
			Total	\$12,841.48

OMNIA Partners Contract #2017001134

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 - Fully executed acceptance page, signed by an authorized purchaser
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 - Sales tax exemption form (if applicable)



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10/07/2024
Quote #
105938-08-01

Attachment H

Windsor Park Playground

City of Madison Parks and Recreation in Alabama
Attn: Eric Robinson
100 Hughes Road
Madison, AL 35758
United States
Phone: 256-772-6263
Fax: 256-772-9377
eric.robinson@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	RDU	GameTime - Pt21028 - Aloft	\$36,357.00	\$36,357.00
Contract: OMNIA #2017001134			Sub Total	\$36,446.00
			Discount	(\$18,178.00)
			Freight	\$799.64
			Total	\$19,067.64

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

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- To place an order, you must provide all of the items listed below:
 - Signed check for the total amount of quote made payable to GameTime
 - Fully executed acceptance page, signed by an authorized purchaser
 - Color selections for all equipment and surfacing (if applicable)
 - Sales tax exemption form (if applicable)

RESOLUTION NO. 2023-340-R**A RESOLUTION AUTHORIZING THE PURCHASE OF
ADDITIONAL PARKING LAND FOR TOYOTA FIELD**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute an agreement with Old Town Investments, LLC, for the purchase of 3.81 acres of property located along Stadium Way and depicted in Exhibit A as "Tract Q" for the sum of four million dollars (\$4,000,000), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "Purchase and Sale Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that the Mayor or his designee shall be hereby authorized to execute any and all ancillary closing documents necessary for the completion of the purchase agreement, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the fiscal year; and

BE IT FURTHER RESOLVED that the City Attorney is authorized to commence the due diligence period, obtain a survey and appraisal for the property, and satisfy such other due diligence matters as may arise during the due diligence period; and

BE IT FURTHER RESOLVED that, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 14th day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

LEGEND		ABBREVIATIONS	
□	CONCRETE MONUMENT, FOUND	B.O.C.	BACK OF CURB
■	CONCRETE MONUMENT, SET	B.O.L.	BEGINNING OF LINE
●	PROPERTY CORNER, FOUND	C.M.P.	CORRUGATED METAL PIPE
○	PROPERTY CORNER, SET	C.O.C.	CONCRETE
△	CALCULATED POINT	E.L.	ELEVATION
—	PROPERTY LINE	E.O.L.	END OF LINE
—	FENCE	E.P.	EDGE OF PAVEMENT
—	CONCRETE	ESMT	EASEMENT
—	OVERHEAD TELEPHONE LINE	EXST.	EXISTING
—	OVERHEAD ELECTRIC LINE	RECS	REQUIREMENTS
—	UNDERGROUND ELECTRIC LINE	F.F.E.	FINISHED FLOOR ELEVATION
—	EXISTING SANITARY SEWER MANHOLE	R.S.L.	REAR SETBACK LINE
—	EXISTING SANITARY SEWER LINE	R/O.D.	REQUIRED
—	EXISTING UTILITY POLE	REQU.	REQUIRED
—	EXISTING WATER LINE	R/W	RIGHT-OF-WAY
—	EXISTING WATER VALVE	I.E.	INVERT ELEVATION
—	EXISTING FIRE HYDRANT	S.S.	SANITARY SEWER
—	EXISTING WATER METER	S.S.L.	SIDE SETBACK LINE
—	EXISTING LIGHT POLE	LV	LINEAR FEET
		LOC.	LOCATION
		MAX.	MAXIMUM
		TYP.	TYPICAL
		U & D	UTILITY AND DRAINAGE
		U.N.O.	UNLESS NOTED OTHERWISE
		RECORD	RECORD

LOT TABLE	
LOT NO.	Sq. Feet / Acres
Tract P	118,000.0 / 2.71
Tract Q	163,662.9 / 3.74
Tract S	317,171.1 / 7.29
C. A. A	16,400.0 / 0.37
C. A. B	161,831.1 / 3.70

LINE BEARING TABLE		
LINE	BEARING	DISTANCE
L1	S 29°20'41" W	160.00
L2	S 60°39'31" E	160.00
L3	N 29°20'41" W	160.00
L4	N 60°39'31" E	161.49

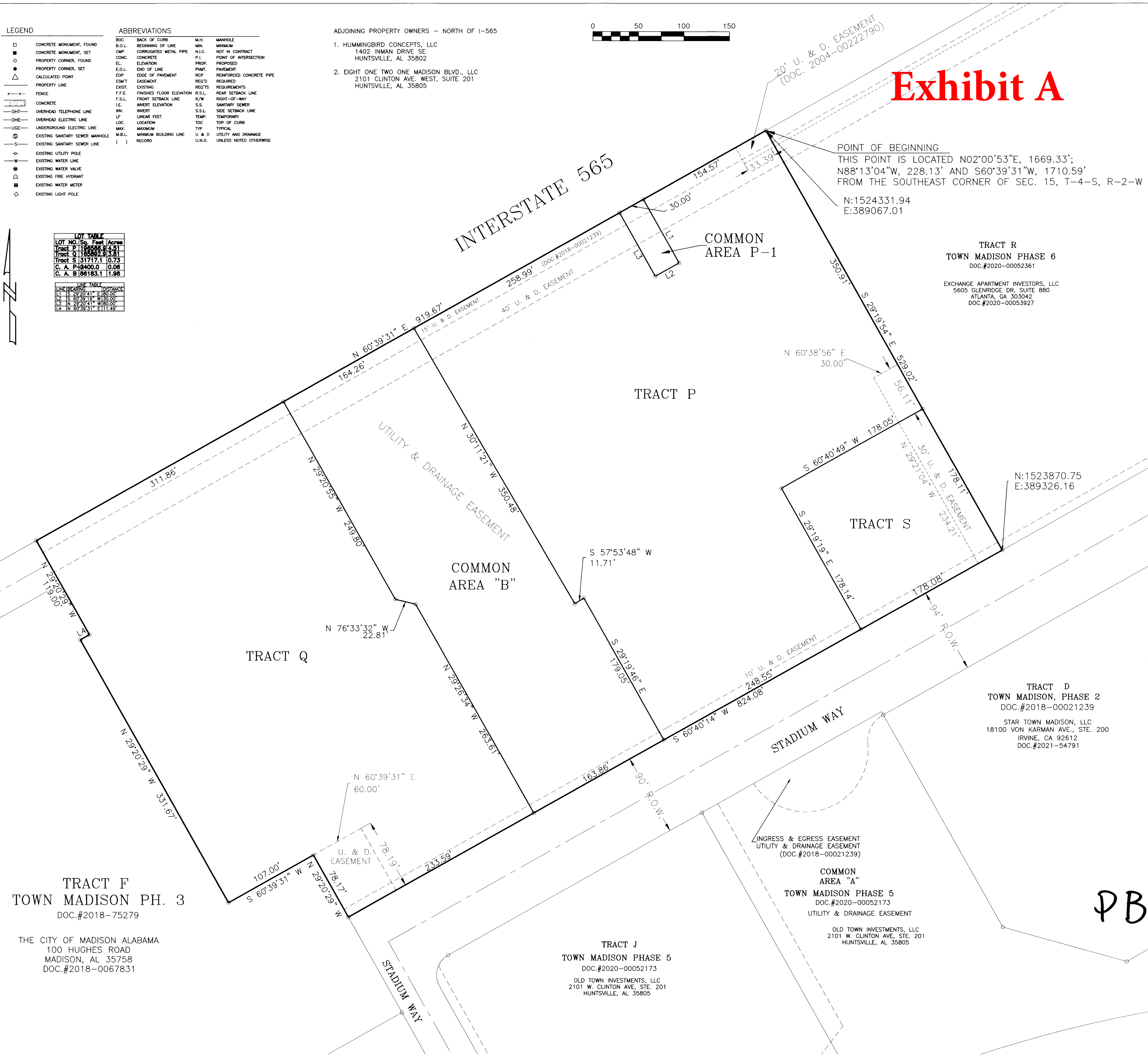
ADJOINING PROPERTY OWNERS - NORTH OF I-565

- HUMMINGBIRD CONCEPTS, LLC
1402 INMAN DRIVE SE
HUNTSVILLE, AL 35802
- EIGHT ONE TWO ONE MADISON BLVD., LLC
2101 CLINTON AVE. WEST, SUITE 201
HUNTSVILLE, AL 35805



Exhibit A

INTERSTATE 565



TRACT F
TOWN MADISON PH. 3
DOC.#2018-75279

THE CITY OF MADISON ALABAMA
100 HUGHES ROAD
MADISON, AL 35758
DOC.#2018-0067831

TRACT J
TOWN MADISON PHASE 5
DOC.#2020-00052173
OLD TOWN INVESTMENTS, LLC
2101 W. CLINTON AVE, STE. 201
HUNTSVILLE, AL 35805

COMMON AREA "A"
TOWN MADISON PHASE 5
DOC.#2020-00052173
UTILITY & DRAINAGE EASEMENT

TRACT D
TOWN MADISON, PHASE 2
DOC.#2018-00021239
STAR TOWN MADISON, LLC
18100 VON KARMAN AVE., STE. 200
IRVINE, CA 92612
DOC.#2021-54791

TRACT R
TOWN MADISON PHASE 6
DOC.#2020-00052361
EXCHANGE APARTMENT INVESTORS, LLC
5605 GLENRIDGE DR, SUITE 880
ATLANTA, GA 303042
DOC.#2020-00053927

- GENERAL NOTES:**
- THIS SUBDIVISION HAS 3 TRACTS, 2 COMMON AREA AND CONTAINS 11.09 ACRES.
 - THE SMALLEST LOT, TRACT S, CONTAINS 0.73 ACRES.
 - PROPERTY OWNER / DEVELOPER: OLD TOWN INVESTMENTS, LLC
2101 WEST CLINTON AVE., SUITE 201
HUNTSVILLE, AL 35805
DOC.#20080813000524220

EXCHANGE HOTEL PARTNERS I, LLC
300 SE RIVERSIDE DRIVE, SUITE 100
EVANSVILLE, IN 47713
DOC.#2021-00060945
 - THIS DEVELOPMENT IS ZONED UC.
 - IF ADVERSE CONDITIONS ON SITE ARE UNCOVERED DURING CONSTRUCTION, THE CITY ENGINEER MAY REQUIRE MODIFICATION OF THESE PLANS TO THE EXTENT NECESSARY TO ASSURE COMPLIANCE WITH THE CITY'S CONSTRUCTION SPECIFICATIONS MANUAL.
 - ALL UTILITIES SHALL BE UNDERGROUND.
 - ALL DRAINAGE DITCHES ARE TO BE CENTERED ON THE PROPERTY LINES UNLESS OTHERWISE SHOWN.
 - ALL LOTS SHALL BE GRADED SO THAT RUNOFF WILL BE DIRECTED TO THE STREET OR TO DRAINAGE WAYS IN A DEDICATED EASEMENT.
 - SETBACKS ARE GOVERNED BY THE LATEST ADDITION OF THE CITY OF MADISON ZONING ORDINANCE.
 - SIDEWALK RAMPS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) WITH DETECTABLE WARNING PAVING INLAYS.
 - THIS PROPERTY LIES IN FLOOD HAZARD AREA X AS SHOWN ON THE FEDERAL INSURANCE ADMINISTRATION'S FLOOD INSURANCE RATE MAPS FOR MADISON COUNTY, ALABAMA FIRM PANEL NUMBERS 01089C0303E, 01089C0304E, 01089C0311E & 01089C0312E, DATED OCTOBER 2, 2014.
 - MADISON UTILITIES WILL NOT BE RESPONSIBLE FOR REPAIR OR REPLACEMENT IF ANY PAVEMENT, CURBS, GUTTERS, SIDEWALKS, FENCES, LANDSCAPING, IRRIGATION, ETC. DAMAGED DUE TO REQUIRED MAINTENANCE, REPAIR OR REPLACEMENT OF ANY MADISON UTILITIES STRUCTURES, WATER APPURTENANCES, WASTEWATER APPURTENANCES, ETC. LOCATED WITHIN A DEDICATED EASEMENT. REPAIR OR REPLACEMENT WILL BE THE RESPONSIBILITY OF TOWN MADISON COOPERATIVE DISTRICT, ITS SUCCESSORS OR ASSIGNS.
 - MINIMUM FINISHED FLOOR ELEVATIONS (MFFE) SHALL BE ESTABLISHED FOR ALL LOTS AT TIME OF BUILDING PERMIT BY PREPARING GRADING PLANS FOR EACH UNIT OR SET OF UNITS. THE MFFE SHALL MEET CURRENT BUILDING CODE AND ENGINEERING DEPARTMENT REQUIREMENTS FOR STORM WATER DRAINAGE. ANY LOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA SHALL MEET THE CITY OF MADISON FLOOD ORDINANCE REQUIREMENTS FOR BUILDING STRUCTURES.
 - INDIVIDUAL BUILDERS ARE REQUIRED TO CONSTRUCT REQUIRED SIDEWALKS ADJACENT TO THEIR BUILDING SITE AS A CONDITION PRECEDENT TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
 - IF APPROVAL FROM ANY STATE OR FEDERAL REGULATORY AGENCY IS REQUIRED TO PERFORM WORK ON THIS PROJECT, A COPY OF EACH PERMIT REQUIRED SHALL BE DELIVERED TO THE CITY OF MADISON ENGINEERING DEPARTMENT PRIOR TO APPROVAL OF SAID PLANS.
 - THERE IS A 10' UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET RIGHT OF WAYS WITHIN THIS SUBDIVISION UNLESS OTHERWISE NOTED.

I, CHARLES MIKE FRANKLIN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THAT THE RATION OF PRECISION FOR THE SURVEY IS 1" IN 10,000' OR GREATER.

Charles Mike Franklin
CHARLES MIKE FRANKLIN
AL. REG. NO. 19980

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

Charles Mike Franklin
CHARLES M. FRANKLIN
AL. REG. NO. 19980

REVISIONS	
DATE	DESCRIPTION

All documents, including Drawings and Bid Specifications, prepared or furnished by Firms listed on face, are instruments of service in respect of the client and firm listed on face. Each instrument of service shall retain an ownership and shall be the property of the client and firm listed on face. All documents, including Drawings and Bid Specifications, prepared or furnished by Firms listed on face, are instruments of service in respect of the client and firm listed on face. Each instrument of service shall retain an ownership and shall be the property of the client and firm listed on face. Any reproduction or use of these documents without the written consent of the client and firm listed on face is prohibited. The client and firm listed on face shall be liable for any damages or losses incurred by the client and firm listed on face as a result of the reproduction or use of these documents without the written consent of the client and firm listed on face.

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2701 West Clinton Avenue, Suite 303, Huntsville, AL 35805
(256) 690-5312

CERTIFIED PLAT
TOWN MADISON PHASE 10
A RESUBDIVISION OF TRACTS P, Q AND COMMON AREA "B", TOWN MADISON, PHASE 4, A RESUBDIVISION OF TRACTS R AND COMMON AREA "A", TOWN MADISON, PHASE 6, A RESUBDIVISION OF TRACTS S AND COMMON AREA "A", TOWN MADISON, PHASE 5, A RESUBDIVISION OF TRACTS T, U AND COMMON AREA "A", TOWN MADISON, PHASE 3, A RESUBDIVISION OF TRACTS V AND COMMON AREA "A", TOWN MADISON, PHASE 2, A RESUBDIVISION OF TRACTS W AND COMMON AREA "A", TOWN MADISON, PHASE 1, A RESUBDIVISION OF TRACTS X AND COMMON AREA "A", TOWN MADISON, PHASE 0, A RESUBDIVISION OF TRACTS Y AND COMMON AREA "A", TOWN MADISON, PHASE -1, A RESUBDIVISION OF TRACTS Z AND COMMON AREA "A", TOWN MADISON, PHASE -2, A RESUBDIVISION OF TRACTS AA AND COMMON AREA "A", TOWN MADISON, PHASE -3, A RESUBDIVISION OF TRACTS AB AND COMMON AREA "A", TOWN MADISON, PHASE -4, A RESUBDIVISION OF TRACTS AC AND COMMON AREA "A", TOWN MADISON, PHASE -5, A RESUBDIVISION OF TRACTS AD AND COMMON AREA "A", TOWN MADISON, PHASE -6, A RESUBDIVISION OF TRACTS AE AND COMMON AREA "A", TOWN MADISON, PHASE -7, A RESUBDIVISION OF TRACTS AF AND COMMON AREA "A", TOWN MADISON, PHASE -8, A RESUBDIVISION OF TRACTS AG AND COMMON AREA "A", TOWN MADISON, PHASE -9, A RESUBDIVISION OF TRACTS AH AND COMMON AREA "A", TOWN MADISON, PHASE -10, A RESUBDIVISION OF TRACTS AI AND COMMON AREA "A", TOWN MADISON, PHASE -11, A RESUBDIVISION OF TRACTS AJ AND COMMON AREA "A", TOWN MADISON, PHASE -12, A RESUBDIVISION OF TRACTS AK AND COMMON AREA "A", TOWN MADISON, PHASE -13, A RESUBDIVISION OF TRACTS AL AND COMMON AREA "A", TOWN MADISON, PHASE -14, A RESUBDIVISION OF TRACTS AM AND COMMON AREA "A", TOWN MADISON, PHASE -15, A RESUBDIVISION OF TRACTS AN AND COMMON AREA "A", TOWN MADISON, PHASE -16, A RESUBDIVISION OF TRACTS AO AND COMMON AREA "A", TOWN MADISON, PHASE -17, A RESUBDIVISION OF TRACTS AP AND COMMON AREA "A", TOWN MADISON, PHASE -18, A RESUBDIVISION OF TRACTS AQ AND COMMON AREA "A", TOWN MADISON, PHASE -19, A RESUBDIVISION OF TRACTS AR AND COMMON AREA "A", TOWN MADISON, PHASE -20, A RESUBDIVISION OF TRACTS AS AND COMMON AREA "A", TOWN MADISON, PHASE -21, A RESUBDIVISION OF TRACTS AT AND COMMON AREA "A", TOWN MADISON, PHASE -22, A RESUBDIVISION OF TRACTS AU AND COMMON AREA "A", TOWN MADISON, PHASE -23, A RESUBDIVISION OF TRACTS AV AND COMMON AREA "A", TOWN MADISON, PHASE -24, A RESUBDIVISION OF TRACTS AW AND COMMON AREA "A", TOWN MADISON, PHASE -25, A RESUBDIVISION OF TRACTS AX AND COMMON AREA "A", TOWN MADISON, PHASE -26, A RESUBDIVISION OF TRACTS AY AND COMMON AREA "A", TOWN MADISON, PHASE -27, A RESUBDIVISION OF TRACTS AZ AND COMMON AREA "A", TOWN MADISON, PHASE -28, A RESUBDIVISION OF TRACTS BA AND COMMON AREA "A", TOWN MADISON, PHASE -29, A RESUBDIVISION OF TRACTS BB AND COMMON AREA "A", TOWN MADISON, PHASE -30, A RESUBDIVISION OF TRACTS BC AND COMMON AREA "A", TOWN MADISON, PHASE -31, A RESUBDIVISION OF TRACTS BD AND COMMON AREA "A", TOWN MADISON, PHASE -32, A RESUBDIVISION OF TRACTS BE AND COMMON AREA "A", TOWN MADISON, PHASE -33, A RESUBDIVISION OF 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"A", TOWN MADISON, PHASE -47, A RESUBDIVISION OF TRACTS BT AND COMMON AREA "A", TOWN MADISON, PHASE -48, A RESUBDIVISION OF TRACTS BU AND COMMON AREA "A", TOWN MADISON, PHASE -49, A RESUBDIVISION OF TRACTS BV AND COMMON AREA "A", TOWN MADISON, PHASE -50, A RESUBDIVISION OF TRACTS BV AND COMMON AREA "A", TOWN MADISON, PHASE -51, A RESUBDIVISION OF TRACTS BW AND COMMON AREA "A", TOWN MADISON, PHASE -52, A RESUBDIVISION OF TRACTS BX AND COMMON AREA "A", TOWN MADISON, PHASE -53, A RESUBDIVISION OF TRACTS BY AND COMMON AREA "A", TOWN MADISON, PHASE -54, A RESUBDIVISION OF TRACTS BZ AND COMMON AREA "A", TOWN MADISON, PHASE -55, A RESUBDIVISION OF TRACTS CA AND COMMON AREA "A", TOWN MADISON, PHASE -56, A RESUBDIVISION OF TRACTS CB AND COMMON AREA "A", TOWN MADISON, PHASE -57, A RESUBDIVISION OF TRACTS CC AND COMMON AREA "A", TOWN MADISON, PHASE -58, A RESUBDIVISION OF TRACTS CD AND COMMON AREA "A", TOWN MADISON, PHASE -59, A RESUBDIVISION OF TRACTS CE AND COMMON AREA "A", TOWN MADISON, PHASE -60, A RESUBDIVISION OF TRACTS CF AND COMMON AREA "A", TOWN MADISON, PHASE -61, A RESUBDIVISION OF TRACTS CG AND COMMON AREA "A", TOWN MADISON, PHASE -62, A RESUBDIVISION OF TRACTS CH AND COMMON AREA "A", TOWN MADISON, PHASE -63, A RESUBDIVISION OF TRACTS CI AND COMMON AREA "A", TOWN MADISON, PHASE -64, A RESUBDIVISION OF TRACTS CJ AND COMMON AREA "A", TOWN MADISON, PHASE -65, A RESUBDIVISION OF TRACTS CK AND COMMON AREA "A", TOWN MADISON, PHASE -66, A RESUBDIVISION OF TRACTS CL AND COMMON AREA "A", TOWN MADISON, PHASE -67, A RESUBDIVISION OF TRACTS CM AND COMMON AREA "A", TOWN MADISON, PHASE -68, A RESUBDIVISION OF TRACTS CN AND COMMON AREA "A", TOWN MADISON, PHASE -69, A RESUBDIVISION OF TRACTS CO AND COMMON AREA "A", TOWN MADISON, PHASE -70, A RESUBDIVISION OF TRACTS CP AND COMMON AREA "A", TOWN MADISON, PHASE -71, A RESUBDIVISION OF TRACTS CQ AND COMMON AREA "A", TOWN MADISON, PHASE -72, A RESUBDIVISION OF TRACTS CR AND COMMON AREA "A", TOWN MADISON, PHASE -73, A RESUBDIVISION OF 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-100, A RESUBDIVISION OF TRACTS CT AND COMMON AREA "A", TOWN MADISON, PHASE -101, A RESUBDIVISION OF TRACTS CU AND COMMON AREA "A", TOWN MADISON, PHASE -102, A RESUBDIVISION OF TRACTS CV AND COMMON AREA "A", TOWN MADISON, PHASE -103, A RESUBDIVISION OF TRACTS CW AND COMMON AREA "A", TOWN MADISON, PHASE -104, A RESUBDIVISION OF TRACTS CX AND COMMON AREA "A", TOWN MADISON, PHASE -105, A RESUBDIVISION OF TRACTS CY AND COMMON AREA "A", TOWN MADISON, PHASE -106, A RESUBDIVISION OF TRACTS CZ AND COMMON AREA "A", TOWN MADISON, PHASE -107, A RESUBDIVISION OF TRACTS CA AND COMMON AREA "A", TOWN MADISON, PHASE -108, A RESUBDIVISION OF TRACTS CB AND COMMON AREA "A", TOWN MADISON, PHASE -109, A RESUBDIVISION OF TRACTS CC AND COMMON AREA "A", TOWN MADISON, PHASE -110, A RESUBDIVISION OF TRACTS CD AND COMMON AREA "A", TOWN MADISON, PHASE -111, A RESUBDIVISION OF TRACTS CE AND COMMON AREA "A", TOWN MADISON, PHASE -112, A RESUBDIVISION OF TRACTS CF AND COMMON AREA "A", TOWN MADISON, PHASE -113, A 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RESUBDIVISION OF TRACTS CG AND COMMON AREA "A", TOWN MADISON, PHASE -166, A RESUBDIVISION OF TRACTS CH AND COMMON AREA "A", TOWN MADISON, PHASE -167, A RESUBDIVISION OF TRACTS CI AND COMMON AREA "A", TOWN MADISON, PHASE -168, A RESUBDIVISION OF TRACTS CJ AND COMMON AREA "A", TOWN MADISON, PHASE -169, A RESUBDIVISION OF TRACTS CK AND COMMON AREA "A", TOWN MADISON, PHASE -170, A RESUBDIVISION OF TRACTS CL AND COMMON AREA "A", TOWN MADISON, PHASE -171, A RESUBDIVISION OF TRACTS CM AND COMMON AREA "A", TOWN MADISON, PHASE -172, A RESUBDIVISION OF TRACTS CN AND COMMON AREA "A", TOWN MADISON, PHASE -173, A RESUBDIVISION OF TRACTS CO AND COMMON AREA "A", TOWN MADISON, PHASE -174, A RESUBDIVISION OF TRACTS CP AND COMMON AREA "A", TOWN MADISON, PHASE -175, A RESUBDIVISION OF TRACTS CQ AND COMMON AREA "A", TOWN MADISON, PHASE -176, A RESUBDIVISION OF TRACTS CR AND COMMON AREA "A", TOWN MADISON, PHASE -177, A RESUBDIVISION OF TRACTS CS AND COMMON AREA "A", TOWN MADISON, PHASE -178, A 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RESUBDIVISION OF TRACTS CG AND COMMON AREA "A", TOWN MADISON, PHASE -192, A RESUBDIVISION OF TRACTS CH AND COMMON AREA "A", TOWN MADISON, PHASE -193, A RESUBDIVISION OF TRACTS CI AND COMMON AREA "A", TOWN MADISON, PHASE -194, A RESUBDIVISION OF TRACTS CJ AND COMMON AREA "A", TOWN MADISON, PHASE -195, A RESUBDIVISION OF TRACTS CK AND COMMON AREA "A", TOWN MADISON, PHASE -196, A RESUBDIVISION OF TRACTS CL AND COMMON AREA "A", TOWN MADISON, PHASE -197, A RESUBDIVISION OF TRACTS CM AND COMMON AREA "A", TOWN MADISON, PHASE -198, A RESUBDIVISION OF TRACTS CN AND COMMON AREA "A", TOWN MADISON, PHASE -199, A RESUBDIVISION OF TRACTS CO AND COMMON AREA "A", TOWN MADISON, PHASE -200, A RESUBDIVISION OF TRACTS CP AND COMMON AREA "A", TOWN MADISON, PHASE -201, A RESUBDIVISION OF TRACTS CQ AND COMMON AREA "A", TOWN MADISON, PHASE -202, A RESUBDIVISION OF TRACTS CR AND COMMON AREA "A", TOWN MADISON, PHASE -203, A RESUBDIVISION OF TRACTS CS AND COMMON AREA "A", TOWN MADISON, PHASE -204, A RESUBDIVISION OF TRACTS CT AND COMMON AREA "A", TOWN MADISON, PHASE -205, A RESUBDIVISION OF TRACTS CU AND COMMON AREA "A", TOWN MADISON, PHASE -206, A RESUBDIVISION OF TRACTS CV AND COMMON AREA "A", TOWN MADISON, PHASE -207, A RESUBDIVISION OF TRACTS CW AND COMMON AREA "A", TOWN MADISON, PHASE -208, A RESUBDIVISION OF TRACTS CX AND COMMON AREA "A", TOWN MADISON, PHASE -209, A RESUBDIVISION OF TRACTS CY AND COMMON AREA "A", TOWN MADISON, PHASE -210, A RESUBDIVISION OF TRACTS CZ AND COMMON AREA "A", TOWN MADISON, PHASE -211, A RESUBDIVISION OF TRACTS CA AND COMMON AREA "A", TOWN MADISON, PHASE -212, A RESUBDIVISION OF TRACTS CB AND COMMON AREA "A", TOWN MADISON, PHASE -213, A RESUBDIVISION OF TRACTS CC AND COMMON AREA "A", TOWN MADISON, PHASE -214, A RESUBDIVISION OF TRACTS CD AND COMMON AREA "A", TOWN MADISON, PHASE -215, A RESUBDIVISION OF TRACTS CE AND COMMON AREA "A", TOWN MADISON, PHASE -216, A RESUBDIVISION OF TRACTS CF AND COMMON AREA "A", TOWN MADISON, PHASE -217, A RESUBDIVISION OF TRACTS CG AND COMMON AREA "A", TOWN MADISON, PHASE -218, A RESUBDIVISION OF TRACTS CH AND COMMON AREA "A", TOWN MADISON, PHASE -219, A RESUBDIVISION OF TRACTS CI AND COMMON AREA "A", TOWN MADISON, PHASE -220, A RESUBDIVISION OF TRACTS CJ AND COMMON AREA "A", TOWN MADISON, PHASE -221, A RESUBDIVISION OF TRACTS CK AND COMMON AREA "A", TOWN MADISON, PHASE -222, A RESUBDIVISION OF TRACTS CL AND COMMON AREA "A", TOWN MADISON, PHASE -223, A RESUBDIVISION OF TRACTS CM AND COMMON AREA "A", TOWN MADISON, PHASE -224, A RESUBDIVISION OF TRACTS CN AND COMMON AREA "A", TOWN MADISON, PHASE -225, A RESUBDIVISION OF TRACTS CO AND COMMON AREA "A", TOWN MADISON, PHASE -226, A RESUBDIVISION OF TRACTS CP AND COMMON AREA "A", TOWN MADISON, PHASE -227, A RESUBDIVISION OF TRACTS CQ AND COMMON AREA "A", TOWN MADISON, PHASE -228, A RESUBDIVISION OF TRACTS CR AND COMMON AREA "A", TOWN MADISON, PHASE -229, A RESUBDIVISION OF TRACTS CS AND COMMON AREA "A", TOWN MADISON, PHASE -230, A RESUBDIVISION OF TRACTS CT AND COMMON AREA "A", TOWN MADISON, PHASE -231, A RESUBDIVISION OF TRACTS CU AND COMMON AREA "A", TOWN MADISON, PHASE -232, A RESUBDIVISION OF TRACTS CV AND COMMON AREA "A", TOWN MADISON, PHASE -233, A RESUBDIVISION OF TRACTS CW AND COMMON AREA "A", TOWN MADISON, PHASE -234, A RESUBDIVISION OF TRACTS CX AND COMMON AREA "A", TOWN MADISON, PHASE -235, A RESUBDIVISION OF TRACTS CY AND COMMON AREA "A", TOWN MADISON, PHASE -236, A RESUBDIVISION OF TRACTS CZ AND COMMON AREA "A", TOWN MADISON, PHASE -237, A RESUBDIVISION OF TRACTS CA AND COMMON AREA "A", TOWN MADISON, PHASE -238, A RESUBDIVISION OF TRACTS CB AND COMMON AREA "A", TOWN MADISON, PHASE -239, A RESUBDIVISION OF TRACTS CC AND COMMON AREA "A", TOWN MADISON, PHASE -240, A RESUBDIVISION OF TRACTS CD AND COMMON AREA "A", TOWN MADISON, PHASE -241, A RESUBDIVISION OF TRACTS CE AND COMMON AREA "A", TOWN MADISON, PHASE -242, A RESUBDIVISION OF TRACTS CF AND COMMON AREA "A", TOWN MADISON, PHASE -243, A RESUBDIVISION OF TRACTS CG AND COMMON AREA "A", TOWN MADISON, PHASE -244, A RESUBDIVISION OF TRACTS CH AND COMMON AREA "A", TOWN MADISON, PHASE -245, A RESUBDIVISION OF TRACTS CI AND COMMON AREA "A", TOWN MADISON, PHASE -246, A RESUBDIVISION OF TRACTS CJ AND COMMON AREA "A", TOWN MADISON, PHASE -247, A RESUBDIVISION OF TRACTS CK AND COMMON AREA "A", TOWN MADISON, PHASE -248, A RESUBDIVISION OF TRACTS CL AND COMMON AREA "A", TOWN MADISON, PHASE -249, A RESUBDIVISION OF TRACTS CM AND COMMON AREA "A", TOWN MADISON, PHASE -250, A RESUBDIVISION OF TRACTS CN AND COMMON AREA "A", TOWN MADISON, PHASE -251, A RESUBDIVISION OF TRACTS CO AND COMMON AREA "A", TOWN MADISON, PHASE -252, A RESUBDIVISION OF TRACTS CP AND COMMON AREA "A", TOWN MADISON, PHASE -253, A RESUBDIVISION OF TRACTS CQ AND COMMON AREA "A", TOWN MADISON, PHASE -254, A RESUBDIVISION OF TRACTS CR AND COMMON AREA "A", TOWN MADISON, PHASE -255, A RESUBDIVISION OF TRACTS CS AND COMMON AREA "A", TOWN MADISON, PHASE -256, A RESUBDIVISION OF TRACTS CT AND COMMON AREA "A", TOWN MADISON, PHASE -257, A RESUBDIVISION OF TRACTS CU AND COMMON AREA "A", TOWN MADISON, PHASE -258, A RESUBDIVISION OF TRACTS CV AND COMMON AREA "A", TOWN MADISON, PHASE -259, A RESUBDIVISION OF TRACTS CW AND COMMON AREA "A", TOWN MADISON, PHASE -260, A RESUBDIVISION OF TRACTS CX AND COMMON AREA "A", TOWN MADISON, PHASE -261, A RESUBDIVISION OF TRACTS CY AND COMMON AREA "A", TOWN MADISON, PHASE -262, A RESUBDIVISION OF TRACTS CZ AND COMMON AREA "A", TOWN MADISON, PHASE -263, A RESUBDIVISION OF TRACTS CA AND COMMON AREA "A", TOWN MADISON, PHASE -264, A RESUBDIVISION OF TRACTS CB AND COMMON AREA "A", TOWN MADISON, PHASE -265, A RESUBDIVISION OF TRACTS CC AND COMMON AREA "A", TOWN MADISON, PHASE -266, A RESUBDIVISION OF TRACTS CD AND COMMON AREA "A", TOWN MADISON, PHASE -267, A RESUBDIVISION OF TRACTS CE AND COMMON AREA "A", TOWN MADISON, PHASE -268, A RESUBDIVISION OF TRACTS CF AND COMMON AREA "A", TOWN MADISON, PHASE -269, A RESUBDIVISION OF TRACTS CG AND COMMON AREA "A", TOWN MADISON, PHASE -270, A RESUBDIVISION OF TRACTS CH AND COMMON AREA "A", TOWN MADISON, PHASE -271, A RESUBDIVISION OF TRACTS CI AND COMMON AREA "A", TOWN MADISON, PHASE -272, A RESUBDIVISION OF TRACTS CJ AND COMMON AREA "A", TOWN MADISON, PHASE -273, A RESUBDIVISION OF TRACTS CK AND COMMON AREA "A", TOWN MADISON, PHASE -274, A RESUBDIVISION OF TR

Exhibit A

HUNTSVILLE UTILITIES CERTIFICATE OF APPROVAL

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF HUNTSVILLE UTILITIES OF THE CITY OF HUNTSVILLE, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, THIS THE 27th DAY OF August, 2021.

Heather Colburn Manager
NAME / TITLE

NOTE: THE COST FOR ANY RELOCATION OF HUNTSVILLE UTILITIES FACILITIES REQUIRED DUE TO THIS PROJECT MUST BE PAID BY THE DEVELOPER / PROPERTY OWNER.

NORTH ALABAMA GAS CERTIFICATE OF APPROVAL

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF NORTH ALABAMA GAS, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, THIS THE 27th DAY OF September, 2021.

Kevin Bign supervisor
NAME / TITLE

SURVEYOR'S CERTIFICATE AND DESCRIPTION OF LAND PLATTED

STATE OF ALABAMA
COUNTY OF MADISON

I, CHARLES MIKE FRANKLIN, A REGISTERED LAND SURVEYOR OF MADISON COUNTY, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY OF OLD TOWN INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SITUATED IN THE CITY OF MADISON, MADISON COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:

TRACT P AND COMMON AREA "B" OF TOWN MADISON PHASE 5, A RESUBDIVISION OF TRACT I, TOWN MADISON, PHASE 4, A RESUBDIVISION OF TRACT I OF TOWN MADISON, PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 1, AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 2020-00033190, AND TRACT S, TOWN MADISON, PHASE 6, A RESUBDIVISION OF TRACT I, TOWN MADISON, PHASE 5, A RESUBDIVISION OF TRACT I, TOWN MADISON, PHASE 4, A RESUBDIVISION OF TRACT I OF TOWN MADISON, PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 1, AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 2020-00052361 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, THENCE NORTH 02 DEGREES 00 MINUTES 53 SECONDS EAST, 1669.33 FEET TO A POINT; THENCE NORTH 88 DEGREES 13 MINUTES 04 SECONDS WEST, 228.13 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 565, THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY, SOUTH 60 DEGREES 39 MINUTES 31 SECONDS WEST, 1710.59 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

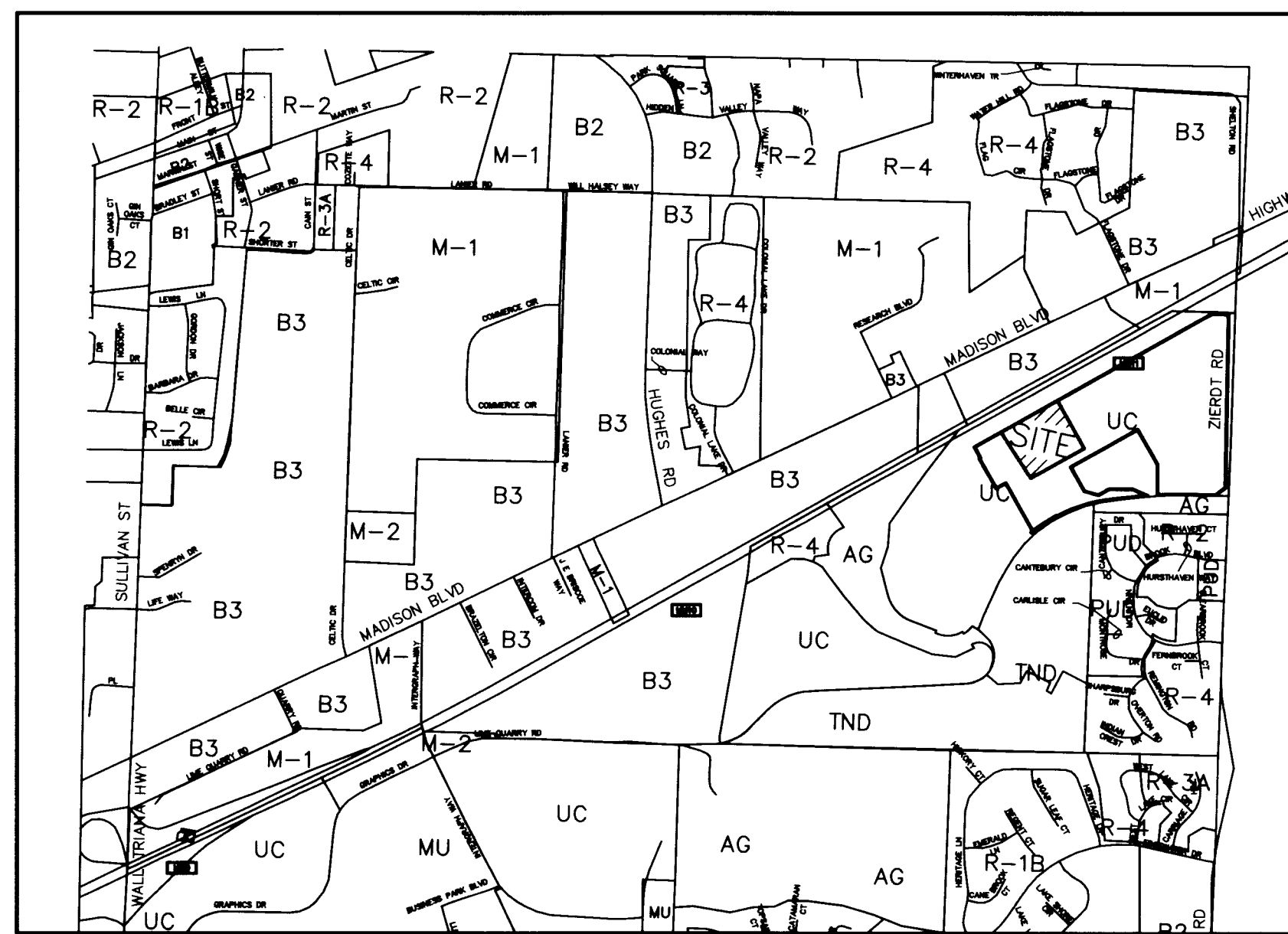
THENCE FROM THE POINT OF BEGINNING AND LEAVING THE SAID SOUTH RIGHT-OF-WAY, SOUTH 29 DEGREES 19 MINUTES 54 SECONDS EAST, 529.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF STADIUM WAY; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 60 DEGREES 40 MINUTES 14 SECONDS WEST, 590.49 FEET TO A POINT;

THENCE LEAVING THE SAID NORTH RIGHT-OF-WAY, NORTH 33 DEGREES 01 MINUTES 28 SECONDS WEST, 529.99 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 565; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY, NORTH 80 DEGREES 39 MINUTES 31 SECONDS EAST, 624.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.38 ACRES, MORE OR LESS.

AND THAT THE PLAT OR MAP CONTAINED HEREON IS A TRUE AND CORRECT MAP SHOWING THE SUBDIVISION INTO WHICH THE PROPERTY DESCRIBED IS DIVIDED GIVING THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH LOT AND ITS NUMBER AND SHOWING THE STREETS, ALLEYS AND PUBLIC GROUNDS AND GIVING THE BEARINGS, LENGTH, WIDTH AND NAME OF THE STREETS, SAID MAP FURTHER SHOWS THE RELATION OF THE LAND SO PLATTED TO THE GOVERNMENT SURVEY, AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT POINTS MARKED THIS (O) AS HEREON SHOWN.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2021.

Charles M. Franklin
CHARLES MIKE FRANKLIN
AL REG. NO. 18980



CITY ENGINEER OF THE CITY OF MADISON

THE UNDERSIGNED, AS CITY ENGINEER OF THE CITY OF MADISON, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, THIS THE 27th DAY OF February, 2022.

E. Hobbelt Dunson
CITY ENGINEER
CITY OF MADISON, ALABAMA

CERTIFICATE OF APPROVAL BY MADISON UTILITIES

THE UNDERSIGNED, AS A DULY AUTHORIZED REPRESENTATIVE OF MADISON UTILITIES, MADISON ALABAMA, HEREBY CERTIFIES THE WITHIN PLAT HAS BEEN REVIEWED AND IS APPROVED. THIS THE 27th DAY OF September, 2021.

[Signature]
MADISON UTILITIES,
MADISON, ALABAMA

CERTIFICATE OF APPROVAL BY THE MADISON FIRE DEPARTMENT

THE UNDERSIGNED, AS A DULY AUTHORIZED REPRESENTATIVE OF THE MADISON FIRE DEPARTMENT FOR THE CITY OF MADISON, ALABAMA, HEREBY CERTIFIES THE WITHIN PLAT HAS BEEN REVIEWED AND IS APPROVED. THIS THE 28 DAY OF Sept., 2021.

[Signature]
MADISON FIRE DEPARTMENT
CITY OF MADISON, ALABAMA

CERTIFICATE OF APPROVAL BY THE DIRECTOR OF PLANNING

THE UNDERSIGNED, AS THE DIRECTOR OF PLANNING FOR THE CITY OF MADISON, ALABAMA, HEREBY CERTIFIES THAT THE PROPERTY AND PLAT HAS BEEN INSPECTED AND REVIEWED AND FOUND TO BE COMPLIANT WITH ZONING RESTRICTIONS AND SUBDIVISION REGULATIONS. THIS THE 15th DAY OF February, 2022.

[Signature]
DIRECTOR, PLANNING
CITY OF MADISON, ALABAMA

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

THE WITHIN PLAT OF "TOWN MADISON PHASE 10, A RESUBDIVISION OF TRACT P AND COMMON AREA "B", TOWN MADISON PHASE 5, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 1 AND TRACT S, TOWN MADISON PHASE 6, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 5, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 1", CITY OF MADISON, MADISON COUNTY, ALABAMA, IS HEREBY APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF MADISON, ALABAMA, FOR RECORDING OF SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, THIS THE 20th DAY OF September, 2021.

PLANNING COMMISSION FOR THE CITY OF MADISON, ALABAMA

BY [Signature]
CHAIRMAN

DEDICATION

WE, OLD TOWN INVESTMENTS LLC AND EXCHANGE HOTEL PARTNERS I, LLC, AS OWNERS, AND Dan Fulkerson AS Attorney MORTGAGEE, HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, LAID OUT AND PLATTED TO BE KNOWN AS "TOWN MADISON PHASE 10, A RESUBDIVISION OF TRACT P AND COMMON AREA "B", TOWN MADISON PHASE 5, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 1 AND TRACT S, TOWN MADISON PHASE 6, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 5, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 1", SITUATED IN THE CITY OF MADISON, MADISON COUNTY, ALABAMA, AND THAT THE RIGHTS-OF-WAY AND EASEMENTS AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

OWNER: OLD TOWN INVESTMENTS, LLC
BY: [Signature]
ITS: PRESIDENT

OWNER: EXCHANGE HOTEL PARTNERS I, LLC
BY: [Signature]
ITS: MANAGER

MORTGAGEE: FIELD & MAIN BANK, INC.

BY: [Signature]
ITS: Field & Main Bank

STATE OF ALABAMA

I, Sarah E. Ray, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF SAID STATE, HEREBY CERTIFY THAT LOUIS W. BRELAND, WHOSE NAME AS PRESIDENT OF BRELAND ENTERPRISES GP CORPORATION, IN ITS CAPACITY AS GENERAL PARTNER OF BRELAND ENTERPRISES DE, L.P., IN ITS CAPACITY AS SOLE MEMBER OF OLD TOWN INVESTMENTS LLC, A DELAWARE LIMITED LIABILITY COMPANY, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, HE, IN SUCH CAPACITY AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID OLD TOWN INVESTMENTS, LLC.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 3rd DAY OF Sept., 2021.

Sarah E. Ray
NOTARY PUBLIC
STATE OF ALABAMA
COUNTY OF MADISON

STATE OF INDIANA

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF SAID STATE, HEREBY CERTIFY THAT R. DAVID DUNN, III, WHOSE NAME AS MANAGER OF EXCHANGE HOTEL PARTNERS I, LLC, AN INDIANA LIMITED LIABILITY COMPANY, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, HE, AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID LIMITED LIABILITY COMPANY.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 18th DAY OF August, 2021.

[Signature]
NOTARY PUBLIC
STATE OF INDIANA
COUNTY OF VANDERBURGH

STATE OF Indiana

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF SAID STATE, HEREBY CERTIFY THAT Dan Fulkerson, WHOSE NAME AS MLO OF FIELD AND MAIN BANK, INC., A(N) Real Estate BANKING CORPORATION, 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 SAID INSTRUMENT, HE, AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID BANKING CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 3rd DAY OF September, 2021.

[Signature]
NOTARY PUBLIC
STATE OF Indiana
COUNTY OF Vanderburgh

[Signature]
CARL W. POWERS
Notary Public, State of Indiana
Vanderburgh County
My Commission Expires: October 6, 2023
Commission Number: NP0648080

STATE OF ALABAMA

I, Sarah E. Ray, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF SAID STATE, HEREBY CERTIFY THAT CHARLES MIKE FRANKLIN, 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 SAID CERTIFICATE, HE HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND SEAL, THIS THE 3rd DAY OF Sept., 2021.

Sarah E. Ray
NOTARY PUBLIC
Exp 7/24/2023

JUDGE OF PROBATE

I, THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, CERTIFY THAT THE WITHIN AND FOREGOING INSTRUMENT OF WRITING WAS FILED FOR RECORD IN THIS OFFICE ON THE 31 DAY OF March, 2021, AT 11:40 O'CLOCK, AM AND DULY RECORDED IN

DOC.# PB 2022 p. 101-102

[Signature]
JUDGE OF PROBATE
MADISON COUNTY, ALABAMA

REVISIONS
DATE: 11-9-2016
DATE: _____
DATE: _____
DATE: _____
DATE: _____
DATE: _____
DATE: _____

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805
(256) 690-5312

CERTIFIED PLAT
TOWN MADISON PHASE 10
A RESUBDIVISION OF TRACT P AND COMMON AREA "B", TOWN MADISON PHASE 5, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 1 AND TRACT S, TOWN MADISON PHASE 6, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 5, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON PHASE 1", CITY OF MADISON, MADISON COUNTY, ALABAMA.

CERTIFIED PLAT

JOB NO. 16-161
DATE: 8/6/2021
DRAWN BY: SER
CHECKED BY: CMF

SHEET NUMBER
2

PB 2022 p. 101-102

RESOLUTION NO. 2024-341-R

**A RESOLUTION AUTHORIZING A
MEMORANDUM OF AGREEMENT WITH THE
CITY OF MADISON BOARD OF EDUCATION**

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 Memorandum of Agreement with the City of Madison Board of Education and Enfinger Development, LLC, to provide for infrastructure improvements in connection with the construction of a new elementary school to be located along Madison Branch Boulevard in Limestone County, said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Agreement" (MOA), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the award of any bids contemplated within the MOA or the termination of the MOA, the Mayor or his designees shall be hereby authorized for the entire term thereof to execute any and all documentation and agreements authorized in the MOA and to acquire all rights of way necessary to enforce and comply with its terms, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of October 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 14th day of October 2024.

Paul Finley, Mayor
City of Madison, Alabama

**MEMORANDUM OF AGREEMENT
BY AND AMONG
CITY OF MADISON BOARD OF EDUCATION,
THE CITY OF MADISON, ALABAMA
AND ENFINGER DEVELOPMENT, LLC**

This Memorandum of Agreement (“MOA”) will serve as an agreement by and among the CITY OF MADISON BOARD OF EDUCATION (hereinafter, “Board”), the CITY OF MADISON, ALABAMA (hereinafter the “City”), and ENFINGER DEVELOPMENT, LLC (hereinafter, “EDI”) (collectively, the “Parties”) relating to the City’s construction of a street extension to support the construction of, and facilitate access to, a new elementary school in Limestone County to be constructed by the Board and to fulfill obligations under a pre-existing Development Agreement for construction of a portion of the street to be further extended by the City.

1.0 INTRODUCTION

The Board has plans to construct an elementary school on property owned by the Board in Limestone County, Alabama, in Sections 11, 12, 13 and 14 of Township 4 South, Range 3 West (the “School Site”).

The School Site is located adjacent to a planned extension of Madison Branch Boulevard (formerly Halsey Drive) near Russell Branch and is adjacent to a residential development project (hereinafter, referred to as “Madison Branch Subdivision”) under construction pursuant to a Development Agreement by and between the City and Enfinger Development, Inc. (“EDI”) dated December 15, 2021, a copy of which is attached to this MOA as Exhibit A.

Under the Development Agreement, EDI has responsibility to construct an extension of Madison Branch Boulevard (referred to in the Development Agreement as a “Connector Road” to be known as “Halsey Drive”) from its then-current eastern terminus to the western boundary of the Madison Branch Development, which point is also coextensive with the western boundary of the School Site.

The referenced extension of Madison Branch Boulevard is to be constructed on an 80-foot wide right-of-way as depicted in Exhibit B, which generally depicts the proposed road specifications. The Development Agreement requires that EDI install trees every 50 feet and construct a 5-foot-wide sidewalk to be located on both sides of Madison Branch Boulevard.

In order to facilitate access to the School Site from the west, it is desirable that the extended Madison Branch Boulevard as described in the Development Agreement, be further extended westward to the eastern terminus of Maecille Drive at its intersection with Segers Road and that the existing Maecille Drive be widened and improved.

The Board and the City have reached an agreement regarding the referenced westward extension of Madison Branch Boulevard from the west boundary of the Madison Branch Development (and west boundary of the School Site) to the existing Maecille Drive and also the widening of Maecille Drive from the end of the Madison Branch Boulevard extension to Maecille Drive’s intersection

with Segers Road, and certain intersection improvements at the Maecille Drive and Segers Road intersection.

2.0 AUTHORITY

Each of the parties to this Agreement covenants that it has full authority to enter into this MOA. The undersigned covenant that they have authority to enter into this agreement on behalf of the Parties.

3.0 RESPONSIBILITIES OF THE PARTIES

3.1 City Responsibilities

A. City’s Portion of the Madison Branch Boulevard Extension: The City will secure required right of way for, design, solicit bids, and award a contract for the construction of an additional extension of Madison Branch Boulevard from the western boundary of the Madison Branch Development (and of the School Site) to connect with the existing Maecille Drive and further to widen Maecille Drive to its terminus at Segers Road (“City Portion”), which is depicted in Exhibit C. The extension shall be generally consistent in design with the Madison Branch Boulevard extension. However, the designed and installed extension and widening by the City under this MOA shall contain a sidewalk on only one side of the road, and the divided landscaped median will not run for the full length of the extension to and widening of Maecille Road. The improvements shall be sufficiently wide to include a turn lane at the intersection of Maecille Drive and Segers Road, and the City will also construct and install acceleration and deceleration lanes on the east side of Maecille Drive to the north and south of the Maecille-Segers intersection, as depicted in Exhibit D. The Parties acknowledge that the name of Maecille Drive will remain the same, unless and until the City Council approves a change in the name of the road.

Rights-of-Way: The City will undertake in a timely fashion to provide all site examination and surveys necessary to provide legal descriptions necessary for the conveyance of an 80-foot wide right-of-way to the City for the City Portion, as well as such right-of-way as may be needed for widening Maecille Drive and installing the acceleration and deceleration lanes at the Maecille Drive and Segers Road intersection. The City will acquire said right-of-way in a manner so as to facilitate the timely completion of the City Portion as required herein. The Parties acknowledge that the timing and width of the right-of-way acquisitions may be subject to the approval and timing of the Limestone County Circuit and Probate Courts, but the City shall facilitate proceedings, settlements, and orders as expeditiously as possible.

B. Change Order Review: Design plans for the City’s portion of the Madison Branch Boulevard Extension and Segers Road turn lane and intersection improvements have been prepared, are attached as Exhibit C and D, and are acceptable to the Board and EDI. Prior to approval of any change order making substantive changes to the designs depicted on Exhibit C and D, the City will submit a description of the proposed change

to the Superintendent of the Board and to EDI for review and will take into consideration requests for revision or modification of proposed design changes made by the Superintendent or EDI.

- C. Allowance of EDI Portion: Notwithstanding any limitations imposed on EDI regarding phasing of an addition to the Madison Branch Development, as set out in section 1.3(a) of the Development Agreement, the City agrees hereby to authorize EDI to undertake its required extension of Madison Branch Boulevard, to the western boundary of the Madison Branch Development (said point being further described as the western boundary of the School Site and the point at which the City's responsibility for further westward extension of Madison Branch Boulevard will commence under this MOA), and to complete that required extension no later than June 1, 2026, unless such time for completion is extended pursuant to the terms of this MOA.

3.2 EDI Responsibility

- A. Extension of Madison Branch Boulevard. Notwithstanding any other limitation on development of a second phase of the Madison Branch Development, as set out in Section 1.3(a) of the Development Agreement, EDI accepts responsibility for completion of the extension of Madison Branch Boulevard (referred to in the Development Agreement as Halsey Drive) to the western boundary off the Madison Branch Development as described in the Development Agreement and in a manner consistent with the requirements of Section 1.1(c) of said Agreement, to be complete no later than June 1, 2026. The deadline for completion shall be extended automatically to the extent that EDI is prevented from commencing or completing any portion of the required extension of Madison Branch Boulevard for any of the reasons stated in Section 3.4.
- B. Utility Infrastructure. Prior to May 1, 2025, EDI shall construct drainage tie-in structures as depicted in Exhibit C (Sheet 34) along with any associated stormwater management facilities.

3.3 Board Responsibilities

- A. Anticipated Opening: The Board's elementary school will be constructed with an anticipated opening date of August 2026.
- B. Payment for Cost of City's Portion: The Board will pay to the City a sum not-to-exceed Two Million One Hundred Forty Thousand Nine Hundred Eighty-Five Dollars (\$2,140,985) for the construction of the Madison Branch Boulevard Extension to be completed by the City hereunder. The Payments due from the Board shall be made on the following schedule:

1. The Board shall pay to the City Five Hundred Thousand and no/100 Dollars (\$500,000) on or before the date on which the City has acquired all property access rights necessary for the City’s Madison Branch Boulevard Extension.
2. The Board shall pay an additional \$1,250,000.00 to the City upon receipt of notice that the City has awarded a contract for the completion of the City Portion with a substantial completion date of no later than June 1, 2026.
3. The Board shall pay to the City the sum of \$250,000 upon the Board’s receipt of written notice that the City Portion is at least ninety (90%) percent complete, and completion of EDI’s extension and the City’s extension are both on schedule to occur no later than June 1, 2026.
4. The Board will pay the balance of \$140,985 to the City upon substantial completion of the City’s Portion on or before June 1, 2026. If the City Portion is not completed on or before that date, or such extended date as may result from delays referenced in Section 3.4, the Board may reduce this final installment by the amount of liquidated damages that the City charges to the City Portion’s contractor for late completion. The Parties acknowledge that liquidated damages in the construction contract will be charged at a daily rate for every day the project is late, and the City will disclose any completion delays and accruals of liquidated damages to the Board in a timely manner. The maximum of liquidated damages shall not exceed this final installment amount of \$140,985.

3.4 Timely Completion

The extension of the Madison Branch Boulevard Extension by EDI to the western boundary of the Madison Branch Development, and the City’s Portion, shall be designed, awarded and completed not later than June 1, 2026. The deadline shall be extended automatically to the extent that the Parties are prevented from commencing or completing any portion of the Madison Branch Boulevard Extension Project specified in this MOA due to any of the following causes beyond their control: (1) acts of God, (2) flood, fire, or explosion, (3) war, invasion, riot or other civil unrest, (4) governmental order or law, (5) actions, embargoes, or blockades in effect on or after the date of this MOA, (6) action or inaction by any governmental authority on project approvals, (7) national or regional emergency, (8) strikes, labor stoppages or slowdowns, or other industrial disturbances, or (9) shortage of adequate power or transportation facilities.

4.0 MISCELLANEOUS

4.1 *Governing Law.*

This MOA shall be governed by and construed in accordance with the laws of the State of Alabama.

4.2 *Notices.*

Notices under this MOA shall be sent the following addresses:

City of Madison
c/o Mayor's Office
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

With a copy to:
Legal Department
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

City of Madison Board of Education
c/o Superintendent
211 Celtic Drive
Madison, AL 35758

With a copy to:
William W. Sanderson, Jr.
Bishop Colvin, LLC
2101 Clinton Avenue W. Suite 402
Huntsville, AL 35805

Enfinger Development, Inc.

4.3 *Successors in Interest*

The provisions of this MOA shall be binding upon and inure only to the benefit of the parties to the MOA and shall not be assigned to any other party without express written approval of the other parties.

4.4 *Compliance with Government Regulations*

Each party to this MOA agrees to comply with federal, state, and local laws, codes, regulations, and ordinances applicable to the work performed under this MOA.

4.5 *Severability*

If any provision of this MOA is declared by a court having jurisdiction to be illegal, unenforceable, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the MOA did not contain the particular provision held to be invalid.

4.6 *Amendments*

The terms and conditions of this MOA shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

4.7 *Term and Termination*

This Agreement shall come into effect on the date that the authorized representatives of each party finally execute and affix their respective signatures in their duly authorized capacities. This MOA shall continue in effect until either (a) the completion by the City and EDI of the required extension of Madison Branch Boulevard, widening of existing Maecille Drive and intersection improvements at the intersection of Maecille Drive and Segers Road, and the Board's payment for the cost of the extension as specified in Section 3, or (b) if sooner, upon the termination of this MOA either by the unanimous written consent of the Parties or upon the occurrence a default under the terms of this MOA and its continuation beyond any applicable cure period upon written notice of the non-defaulting party. Upon any termination of this MOA in accordance with its terms, all obligations of the parties hereunder will terminate, except that any obligations arising prior to the date of such termination, including without limitation, any payment obligations of the Board shall survive such termination and shall be fulfilled by the party obligated hereunder.

4.8 *Dispute Resolution*

The parties shall endeavor to resolve any dispute arising out of or relating to this MOA by mediation under the Alabama Civil Mediation Rules. Unless the parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster.

Any controversy or claim arising out of or relating to this MOA or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

4.9 *Further Assurances*

The Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated in this MOA.

4.10 *Entire Agreement*

This MOA constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and it supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

4.11 *Waiver*

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4.12 *Time of the Essence*

Time shall be of the essence in this Agreement.

Dated this _____ day of _____ 2024.

CITY OF MADISON, ALABAMA
a municipal corporation

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas,
City Clerk Treasurer

CITY OF MADISON BOARD OF EDUCATION

By: _____
Tim Holtcamp, President

ATTEST:

Ed Nichols, Superintendent

ENFINGER DEVELOPMENT, LLC

By: _____
Oliver A. Orton, Manager

Exhibit A



DEVELOPMENT AGREEMENT

by and between

THE CITY OF MADISON

and

ENFINGER DEVELOPMENT, LLC, ET AL.

Dated: December 15, 2021



DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into on and as of this 15th day of December, 2021 (the "Effective Date"), by and between THE CITY OF MADISON, Alabama, a municipal corporation organized under the laws of the State of Alabama (the "City"), and ENFINGER DEVELOPMENT, LLC, an Alabama limited liability company, and its respective successors and assigns (both "Developer" and "Builder" and collectively the "Company"). The City and the Company are herein referred to collectively from time to time as the "Parties" and individually, from time to time, as a "Party".

WITNESSETH

WHEREAS, the Company has purchased that certain tract of real property, being and lying within Limestone County, Alabama, consisting of approximately 101.89 acres, more or less, and being more particularly described in Exhibit "A" attached hereto (the "Property" or "Development Site"), upon which the Company plans to design, develop, and construct a multi-phase single-family residential subdivision to be developed and constructed in general conformity with Exhibit "B" attached hereto and to be known as "Madison Branch" or "Madison Branch" (the "Subdivision" or "Development"); and

WHEREAS, the City of Madison Board of Education (the "Board" or "Madison City School District"), has a contract to purchase approximately 17.14 acres, more or less, adjacent to the Development Site for use as a future school, as further depicted in Exhibit "B" attached hereto (the "School Site"); and

WHEREAS, the Company plans to annex the Property into the City of Madison and to construct the Development in multiple phases, to contain no more than 205 residential lots, and to set aside approximately twenty-three point eight nine percent (23.89%) of the Subdivision for park land, walking trails, and/or green space accessible to the public; and

WHEREAS, the parties acknowledge that residential subdivision development within the City of Madison, such as the Subdivision described in this Agreement, affects the ability of the City and the Madison City School District to provide adequate capacity and municipal services, and the parties desire to pace the development of the Subdivision in order to allow time for the City and the School District to provide adequate capacity and services; and

WHEREAS, the parties agree that the phasing of the Development and the allocation of the Green Space described in this Agreement will promote the health, safety, and welfare of the City and its residents;

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEVELOPMENT OF PROPERTY

Section 1.1 The Development.

(a) The Development shall consist of approximately 101.89 acres of real property, more or less, said Property being more particularly described in Exhibit "A" attached hereto, which will be subdivided and developed into a residential subdivision for single-family detached homes. The Development is expected to contain approximately 201 residential lots according to the concept plan approved in this Agreement, but the Development shall contain no more than 205 residential lots (each a "Lot," collectively, the "Lots").

(b) Public Open Green Space: Company shall set aside and preserve public access to approximately 24.34 acres, which is equivalent to approximately twenty-three point eight nine percent (23.89%) of the Development Site, for public passive park use, walking trails, general green space, or any combination thereof, portions of which may be later conveyed to and/or managed by the Homeowners Association ("Open Space" as depicted on Exhibit "B").

- i. Dedication: When Developer records the first final plat for the Development, Company shall provide a public access easement or conservation easement for the Open Space designated by that final plat, in form, and content acceptable to the City.
- ii. Trail: The Open Space shall contain an eight-foot-wide concrete walking trail that will run along the existing creek from the eastern boundary of the property to the north-western boundary to be constructed by Developer. Additional five-foot-wide paths will also be provided in the Open Space as generally depicted in Exhibit B. In coordination with the City, Company shall develop or improve the walking trail and Open Space within each phase of the Development before the next phase of the Development begins.
- iii. Stormwater Retention: Approximately one acre of the Open Space may be used by the Madison City School District for stormwater retention. The City or the Company will provide an easement to the Board of Education for this purpose, and the dedication of the stormwater retention area shall provide that it will remain open to the public.

(c) Connector Road: Company shall construct and dedicate a public right-of-way to be known as "Halsey Drive," which shall begin at the current, eastern boundary of the existing terminus of Halsey Drive and extend to the western boundary of the Development. Developer shall dedicate an 80-foot-wide right-of-way for Halsey Drive and shall construct a 60-foot wide road, comprised of approximately 31 feet from back of curb to back of curb, plus a 9.5-foot planting easement. Developer also shall install trees every 50 feet and construct a 5-foot wide sidewalk to be located on both sides of the Halsey Drive. Developer shall be responsible for all management, engineering, construction, and landscaping costs associated with the design and construction of Halsey Drive within the 60 feet of right-of-way. After construction is complete to the City's specifications, Company shall provide a

statutory warranty deed in form and content reasonably acceptable to the City and the Company for Halsey Drive. The City will pay for the cost of improving the existing right-of-way spanning from Hardiman Drive to the Development, and such improvements will be functionally consistent with the Developer's improvements to Halsey Drive. City may elect to complete widening improvements to Halsey Drive for the full 80 feet width at any time.

(d) Tree Preservation: The parties acknowledge that the City's West Side Master Plan applies to the Development and that said plan calls for the preservation of existing tree canopy. Therefore, the parties agree that the existing tree canopy on the Property provides intrinsic value to the Property and to the City as whole. Where practicable and in coordination with City, Company agrees to clear trees only as may be reasonably necessary to provide space for installation of the single-family detached homes on each Lot (as set forth in paragraph (f) below), and infrastructure improvements, including but not limited to, public roadways, public water mains, public sanitary sewer facilities, public electric utility conduits, public telecommunication conduits, public natural gas supply lines and public storm water sewer facilities.

(e) Tree Inventory & Replacement: Prior to preliminary plat submittal, Company shall retain a licensed arborist or qualified equivalent to inventory all mature, healthy trees within any given phase in both common areas and on individual lots. Company shall submit the tree inventory, which shall include a map indicating existing mature, healthy tree locations and a mitigation plan, showing planting locations, quantity, and tree type with the preliminary plat application. The mitigation plan shall include plans for replacement of any trees proposed for removal in an alternate location throughout the designated open space and in the public rights-of-way. Company shall complete the tree replacement using bona fide silviculture practices at a minimum ratio of two trees planted for every mature, healthy tree removed. If mitigation of trees proposed for removal in a given phase is not proposed to be accommodated in the same phase, the mitigation plan shall identify where in the Development the trees can be accommodated. Replacement trees species will be consistent with native tree species found in typical eastern deciduous woodlands of north Alabama. Replacement trees shall be no smaller than two (2) inch diameter at basilar area. The parties acknowledge that two-for-one tree mitigation ratio may not be species specific for every tree removed. For the purpose of this Agreement, mature trees are defined as any tree with a diameter at basilar area of 12 inches or greater, unless otherwise indicated by a licensed arborist for a specific tree species. Dead trees or trees showing advanced stages of decay will not be inventoried and thereby not subject to mitigation.

(f) Continuing Tree Preservation: To provide for tree canopy protection in perpetuity, Company shall stipulate in the restrictive covenants for the Development, to be filed concurrently with the first final plat of the first phase to be completed, that removal and replacement of trees on lots within the Development conveyed to others will be subject to the jurisdiction and approval of the Declarant and the Architectural Control Committee (ACC) as defined in the restrictive covenants for the Development. On individual lots where new homes are constructed, trees are only to be removed in the actual footprint of the home plus ten (10)

feet of the driveways, sidewalks, patios, swimming pools or accessory buildings, areas required to extend public utilities to each newly constructed home, or any grading approved in the preliminary plan submitted to the City of Madison (Grading Plan) by the City of Madison Engineering Department. Once homes are completed, removal of any mature trees shall be subject to Declarant and ACC approval and also be subject to the same two-to-one tree mitigation ratio defined above in Section 1(e).

(g) Donation Acknowledgement: Upon City's acceptance of any Open Space and right of way, whether by deed or conservation easement, as well as Developer's presentation of an appraisal for said Open Space to City, City shall provide to Developer a letter acknowledging the donation pursuant to the requirements of the Internal Revenue Code.

(h) Homeowners' Association & Covenants, Conditions, and Restrictions:

(i) Developer shall establish and maintain a Homeowners' Association ("HOA"), which, at a minimum, shall regulate and provide for maintenance of common areas.

(ii) The Developer and the HOA shall promulgate, institute, record, and enforce Development Covenants, Conditions, and Restrictions (the "CC&Rs") which shall, at a minimum, incorporate applicable requirements of Section 1.1 of this Agreement. Developer shall submit the final draft of the CC&Rs to the City of Madison Planning Department for review, as well as the City of Madison City Attorney, for approval as to form no later than sixty (60) days prior to approval of the first final plat. The City shall not unreasonably withhold, condition, or delay its approval of the CC&Rs. In the event the City of Madison Planning Department or City Attorney fails to approve or disapprove of the CC&Rs within thirty (30) days after submittal, the CC&Rs shall be deemed to be approved in the form submitted by Developer.

(iii) Developer agrees that it shall record the CC&Rs in the Probate Office of Limestone County, Alabama, before it applies for certificates of occupancy for any units in Phase 1, and Developer acknowledges that City will not issue any certificates of occupancy for any units within the Subdivision until the CC&Rs are properly approved and recorded.

(i) Prior to layout plat approval, Developer shall submit a wetlands delineation to the Planning and Engineering Departments in a form and substance acceptable to said departments. The parties acknowledge that said delineation may result in necessary changes to Developer's concept plan, and the parties agree to cooperate on any required concept plan updates.

Section 1.2 Plans and Specifications for Development Site. The Company shall cause to be prepared, at its sole cost and expense, plans, bid quantities and specifications for the development and construction of the Development Site (the "Preliminary Plans and Specifications") to be in general accordance with Exhibit "B" attached hereto and

incorporated herein. The Company shall submit the Preliminary Plans and Specifications to the Planning Commission for approval, which approval process of fully acceptable construction plans shall be conducted and occur in general accordance with the Planning Commission's standard and typical approval process. If the Preliminary Plans and Specifications are not acceptable to the City, the City shall notify the Company in writing of those matters or items that are not acceptable, and the Company shall revise and modify the same, at its sole cost and expense, until definitive plans and specifications can be agreed upon between the Parties and delivered to the City (the definitive plans and specifications being herein called the "Final Improvement Plans and Specifications").

Section 1.3 Multiple Phases; Development Timeline. The Company hereby covenants and agrees to design, develop, and construct the Development in accordance with the terms and provisions contained in this Agreement and in accordance with the Final Improvement Plans and Specifications as follows:

(a) Development Phases. The Company shall develop the Property in no less than two (2) distinct phases (each a "phase," together, the "phases"), with construction of the first phase to begin in 2022, and construction on the second phase to begin no earlier than 2025. The first phase shall consist of approximately 95 Lots, and the second phase shall consist of approximately 106 Lots. The Company will develop the number of Lots in each phase in substantial conformity with the projected phasing plan provided in Exhibit "B" attached hereto and incorporated herein (the "Phasing Plan"). Developer shall not apply for building permits for Lots in the Subdivision that are not within a current or previous phase, and Developer acknowledges that City will not issue building permits for the development of Lots that are not within the then current phase or previous phases. Company shall cause its successors in interest to Lots within the Development to comply with the Phasing Plan.

(b) Commencement of Development. Pursuant to the Phasing Plan, the Company will cause commencement of development of the Lots to begin no earlier than the year 2022.

(c) Construction Activities.

(i) All construction activities of the Company regarding any portion or phase of the Development shall be conducted in compliance with all applicable laws, ordinances, rules, and regulations of all governmental authorities, including, without limitation, all applicable licenses, permits, building codes, fire codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster, and environmental protection laws. The Company shall cause any architect, general contractor, subcontractor, or other business performing any work in connection with the construction of the proposed Development to obtain all necessary permits, licenses, and approvals to construct the same. Company acknowledges that the City will not waive any fees, access fees, or related expenses for any permits, licenses or approvals that must be obtained from the City or any other governmental authority in connection with the construction or operation of the proposed Development.

(ii) The Company, and any affiliate thereof involved with the Development, shall maintain its good standing within the City and shall at all times during the term of this Agreement be in compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City and all local government entities.

(iii) Company agrees and acknowledges that it shall pay any impact fees that the City may adopt by ordinance, which apply to the construction of the Development and all other similar residential developments, during the course of the construction of the Development.

Section 1.4 Approvals. The City agrees to use reasonable good faith efforts to facilitate the processing of city approvals and variances necessary for the development or construction of the Development, it being understood that nothing in this Section or Agreement is, or shall be deemed to be, an agreement by the City to waive any necessary city approvals required in connection to the Development.

ARTICLE II
TERM

The term of this Agreement will begin on the Effective Date, and the Agreement will remain in effect until the later of (a) ten (10) years after the Effective Date, or (b) the date that the City issues the final building permit for the last Lot to be developed in the Subdivision.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the City.

(a) The execution and delivery of this Agreement by the City have been duly authorized by the City Council of the City.

(b) The City has all right, power and authority to enter into the transactions contemplated by this Agreement and to perform its obligations hereunder.

Section 3.2 Representations and Warranties of the Company.

(a) The execution and delivery of this Agreement by Company has been duly authorized by all necessary action on the part of the governing body of the Company and its members and managers, if any.

(b) Company has all necessary power and authority to enter into the transactions

contemplated by this Agreement and to perform its obligations hereunder.

(c) Neither the execution and delivery of this Agreement, nor the performance hereof, by the Developer requires any consent of, filing with or approval of, or notice to, or hearing with any Person or entity or other owner of the Developer, as well as any other affiliate of the Developer, and any Governmental Authority, whether domestic or foreign, which has not been obtained.

(d) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Developer, to the knowledge of the Developer, violates, constitutes a default under or a breach of (i) the Developer's corporate organizational documents, (ii) any agreement, instrument, contract, mortgage or indenture to which the Developer is a party or to which the Developer or its assets are subject, or (iii) any judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the Developer or any of its assets.

(e) There is not now pending nor, to the knowledge of the Developer, threatened, any litigation affecting the Developer which questions (i) the validity or organization of the Developer, (ii) the officers of the Developer or the manner in which any were appointed or elected to such positions, or (iii) the subject matter of this Agreement.

ARTICLE IV EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default by the City.

(a) Any one or more of the following shall constitute an event of default under this Agreement by the City (herein called a "City Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the City's seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the City as a bankrupt, or any assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or if a petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) Any failure by the City to perform or observe its agreements or covenants contained in this Agreement, which failure shall have been brought to the attention of the City by written notice thereof from the Company, (A) unless the Company shall agree in writing to extend a period prior to its expiration, or (B) during such period or

any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action, or (C) the City is by reason of a Force Majeure Event, as defined in Section 3.3, at the time prevented from performing or observing the agreement or covenant with respect to which the City is delinquent.

(b) If a City Event of Default exists, the sole and exclusive remedy of the Company shall be mandamus or specific performance. The Company shall not be entitled to any other damages whatsoever, including, without limitation, incidental, consequential or punitive damages, whether arising at law, in equity or otherwise.

Section 4.2 Events of Default by the Company.

(a) Any one or more of the following shall constitute an event of default under this Agreement by the Company (herein called a “Company Event of Default”), whatever the reason for such event and whether it shall be voluntary or involuntary or be affected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule, or regulation of any administrative or governmental body:

(i) at any time prior to the completion by the Company of its obligations hereunder, the Company is dissolved or liquidated, or the filing by the Company of a voluntary petition in bankruptcy, or the Company seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of the Company as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by the Company to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of 30 calendar days after written notice thereof from the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such 30-day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action, or (C) the Company is by reason of a Force Majeure Event, as defined in Section 4.3, at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent.

(b) In addition to such other rights or remedies available to the City hereunder including, without limitation, those set forth and described in Article III hereof, if a Company Event of Default exists, the City may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any

covenant or agreement of the Company herein contained. Under no circumstances shall the City be entitled to incidental, consequential or punitive damages.

(c) Attorney's Fees. In the event that either Party institutes any legal suit, action, or proceeding against the other party to enforce the covenants contained in or arising out of this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 4.3 Force Majeure Event. Force Majeure Event means and includes causes which could not have been foreseen or are beyond the reasonable control of a party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, and which are not the result of such party's fault, negligence, or deliberate act. Such causes include but are not restricted to, acts of the public enemy, acts of any government in either its sovereign or proprietary capacity (other than acts taken by the City in accordance with this Agreement), fires, floods, hurricanes, epidemics, quarantine restrictions, freight embargoes, or unusually severe weather (not including normal seasonal inclement weather).

ARTICLE V
MISCELLANEOUS

Section 5.1 Party Approvals. Any approvals to be delivered by any party hereto shall be by a designated and authorized individual or officer for such purpose.

Section 5.2 Entire Agreement. This written Agreement and the Exhibits hereto, contain all the representations and the entire agreement among the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits hereto. Neither the conduct nor actions of the parties, nor the course of dealing or other custom or practice between or among the parties or any of them, shall constitute a waiver or modification of any term or provision of this Agreement. This Agreement may be modified or amended only in the manner specified in this Agreement.

Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 5.4 Governing Law. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama.

Section 5.5 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder

shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

If to City: The City of Madison
 Attn: Director of Development Services
 100 Hughes Road
 Madison, Alabama 35758

With a Copy to: The City of Madison
 Attn: Megan Zingarelli, City Attorney
 100 Hughes Road
 Madison, Alabama 35758

If to Company: Enfinger Development
 Attn: Jeff Enfinger & Olly Orton
 8264 Memorial Parkway SW
 Huntsville, Alabama 35802

With Copy to: Wilmer & Lee P.A.
 Attn: Sam Givhan & Katie Beasley
 100 Washington Street
 Huntsville, Alabama 35801

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Any party may change the address for the sending of notifications by providing written notice to the other Party in accordance herewith.

Section 5.6 Liabilities of the City. The Parties agree and acknowledge that the obligations of the City as set forth herein are limited by the limitations imposed on public bodies, municipalities, and public corporations by the Constitution of the State of Alabama and laws affecting the use and maintenance of public property.

Section 5.7 No Waiver. No consent or waiver, express or implied, by any party hereto or to any breach or default by any other party in the performance by such other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall be

construed to waiver or limit the need for such consent in any other or subsequent instance.

Section 5.8 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 5.9 No Partnership or Joint Venture. The parties specifically acknowledge that neither of the Parties is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between or among any two or more of the Parties, or cause them to be considered joint venturers or members of any joint enterprise.

Section 5.10 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 5.11 No Third-Party Beneficiaries. This Agreement is not intended and shall not be construed to create any third-party beneficiary rights in any person who is not a party or a permitted assignee or transferee; and nothing in this Agreement shall limit or waive any rights any one or more of the parties may have or acquire against any third person with respect to the terms, covenants, or conditions of this Agreement.

Section 5.12 Ambiguity. The terms, conditions and provisions of this Agreement were agreed to in arms' length negotiations in which each Party was represented by independent counsel of its own choosing. Accordingly, in the event of any ambiguity in this Agreement, such ambiguity shall not be resolved against any Party deemed the principal draftsman of this Agreement or the provision of this Agreement at issue.

Section 5.13 Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving corporation), operation of law, or any other manner, without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section 5.13 shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations under this Agreement.

Section 5.14 Amendment. Except as expressly provided in this Agreement this Agreement may be modified or amended only by a written instrument, executed by each of the parties to this Agreement.

Section 5.15 Contingencies. This Development Agreement is contingent upon (1) the successful closing of the purchase of the Property by Company, (2) Planning Commission approval

the layout plat of the Property necessary to accommodate the development contemplated herein, (3) Approval and publication of an ordinance approving annexation and authorizing residential zoning of the Property, and (4) City Council approval of this Agreement.

Section 5.16 Time of the Essence. Time shall be of the essence in this Agreement. Material time provisions in this Agreement include any references to dates or times, as well as the Phasing Schedule.

Section 5.17 Further Assurances. Each of the Parties shall, and shall cause their respective affiliates, successors, and assigns to execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of and transactions provided for in this Agreement.

Section 5.18 Recitals. All recitals in the preamble to this Agreement are incorporated into this Agreement as if fully set out herein.


[Space intentionally left blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on its behalf by its duly authorized officer, on and as of the Effective Date.

THE CITY OF MADISON

By: 
Paul Finley, Mayor

Attest:

By: 
Lisa D. Thomas
City Clerk-Treasurer

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 15th day of December, 2021.

Alicia Ann Walden
Notary Public, Alabama State At Large
My Commission Expires July 16, 2023


Notary Public
My Commission expires: 7/16/23

COMPANY:

ENFINGER DEVELOPMENT, LLC

By: *Oliver A. Orton*
Oliver A. Orton, Manager

STATE OF ALABAMA

§
§
§

COUNTY OF MADISON

I, the undersigned authority, a Notary Public in and for the said County in said State, hereby certify that Oliver A. Orton, whose name as Manager of Enfinger Development, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the 6 day of December 2021.

Lioudmila Portnoy

NOTARY PUBLIC

My Commission expires

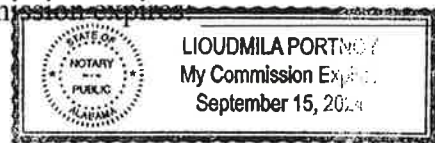


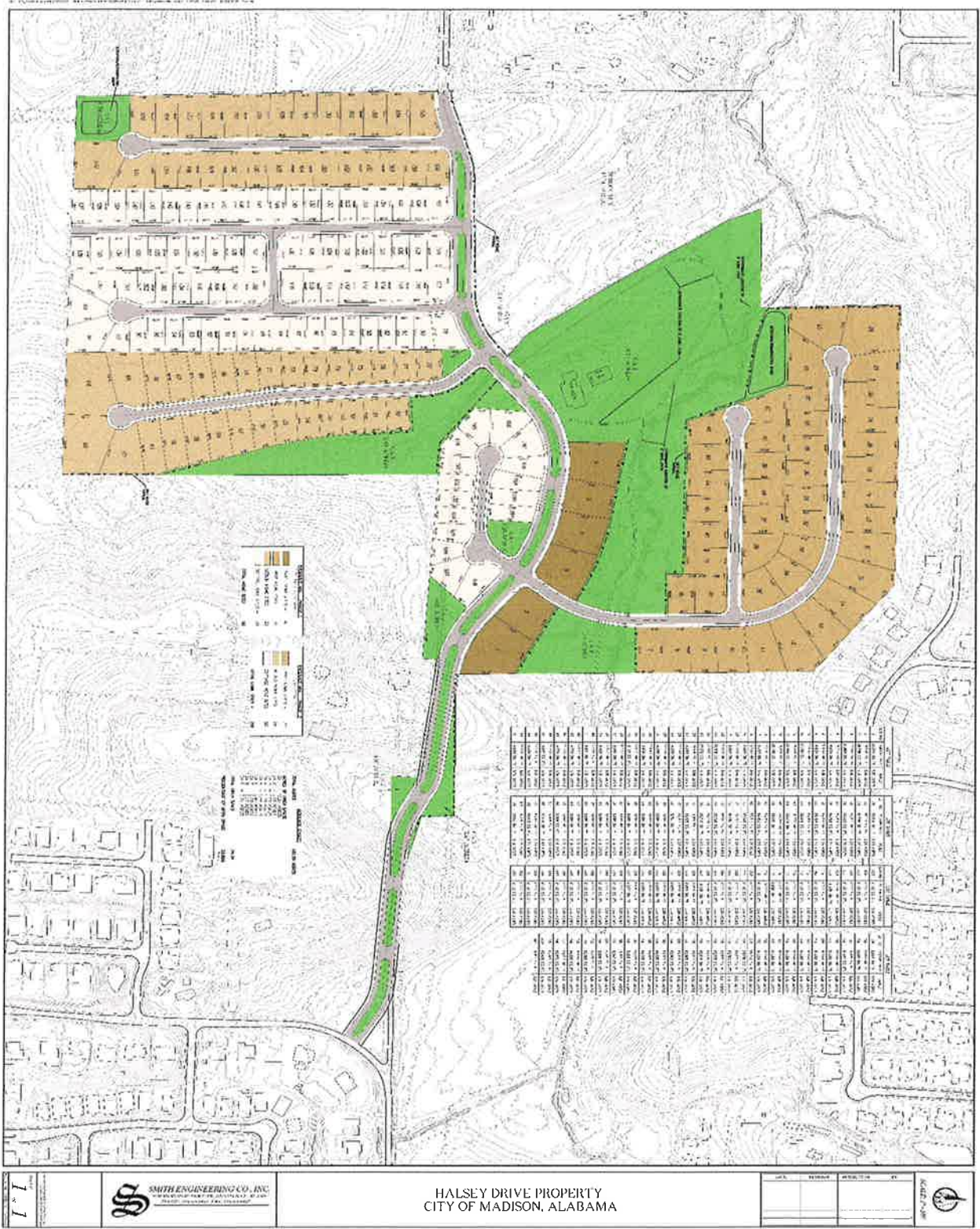
EXHIBIT "A"

SUBJECT PROPERTY DESCRIPTION

A LOT OR PARCEL OF LOCATED IN SECTION 11, SECTION 12, SECTION 13 AND SECTION 14 OF TOWNSHIP 4 SOUTH RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY ALABAMA, BEGINNING AT THE COMMON CORNER OF SAID SECTION 11, 12, 13 & 14; THENCE, SOUTH 00 DEGREES 36 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 1336.43 FEET TO A POINT; THENCE, NORTH 87 DEGREES 20 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 1415.85 FEET TO A POINT; THENCE, NORTH 01 DEGREES 11 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 1289.32 FEET TO A POINT; THENCE, NORTH 00 DEGREES 30 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 1146.46 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 54 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 821.77 FEET TO A POINT; THENCE, NORTH 00 DEGREES 28 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 499.68 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 23 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 644.82 FEET TO A POINT; THENCE, SOUTH 87 DEGREES 43 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 420.22 FEET TO A POINT; THENCE, SOUTH 47 DEGREES 55 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 439.66 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 22 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 1266.64 FEET TO A POINT; THENCE, SOUTH 81 DEGREES 18 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 75.12 FEET TO A POINT; THENCE, SOUTH 89 DEGREES 19 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 467.68 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 10 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 112.57 FEET TO A POINT; THENCE, SOUTH 72 DEGREES 44 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 239.96 FEET TO A POINT; THENCE, SOUTH 06 DEGREES 29 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 39.22 FEET TO A POINT; THENCE, NORTH 89 DEGREES 51 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 382.06 FEET TO A POINT; THENCE, NORTH 03 DEGREES 16 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 93.24 FEET TO A POINT; THENCE, NORTH 81 DEGREES 31 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 431.08 FEET TO A POINT; THENCE, SOUTH 03 DEGREES 22 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 37.76 FEET TO A POINT; THENCE NORTH 84 DEGREES 39 MINUTES 48 SECONDS WEST A DISTANCE OF 719.47 FEET TO THE POINT-OF-BEGINNING.

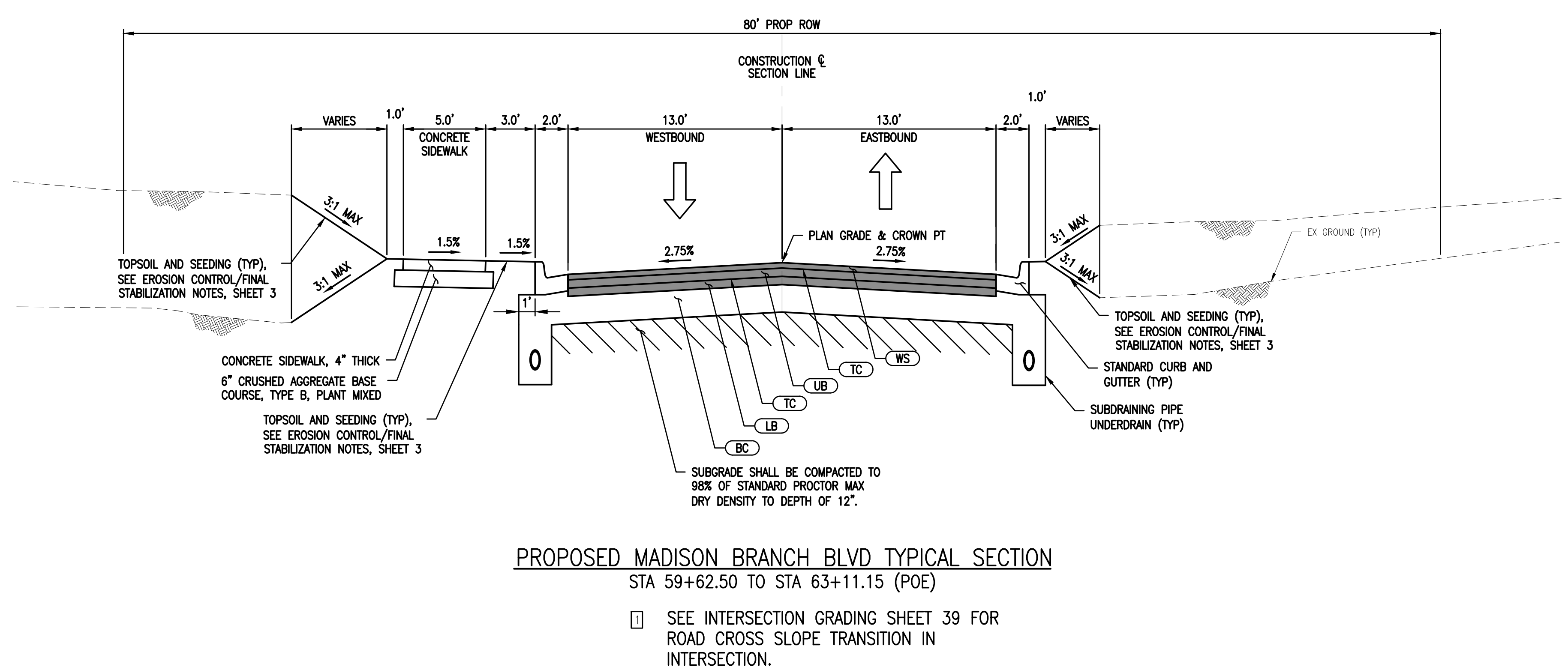
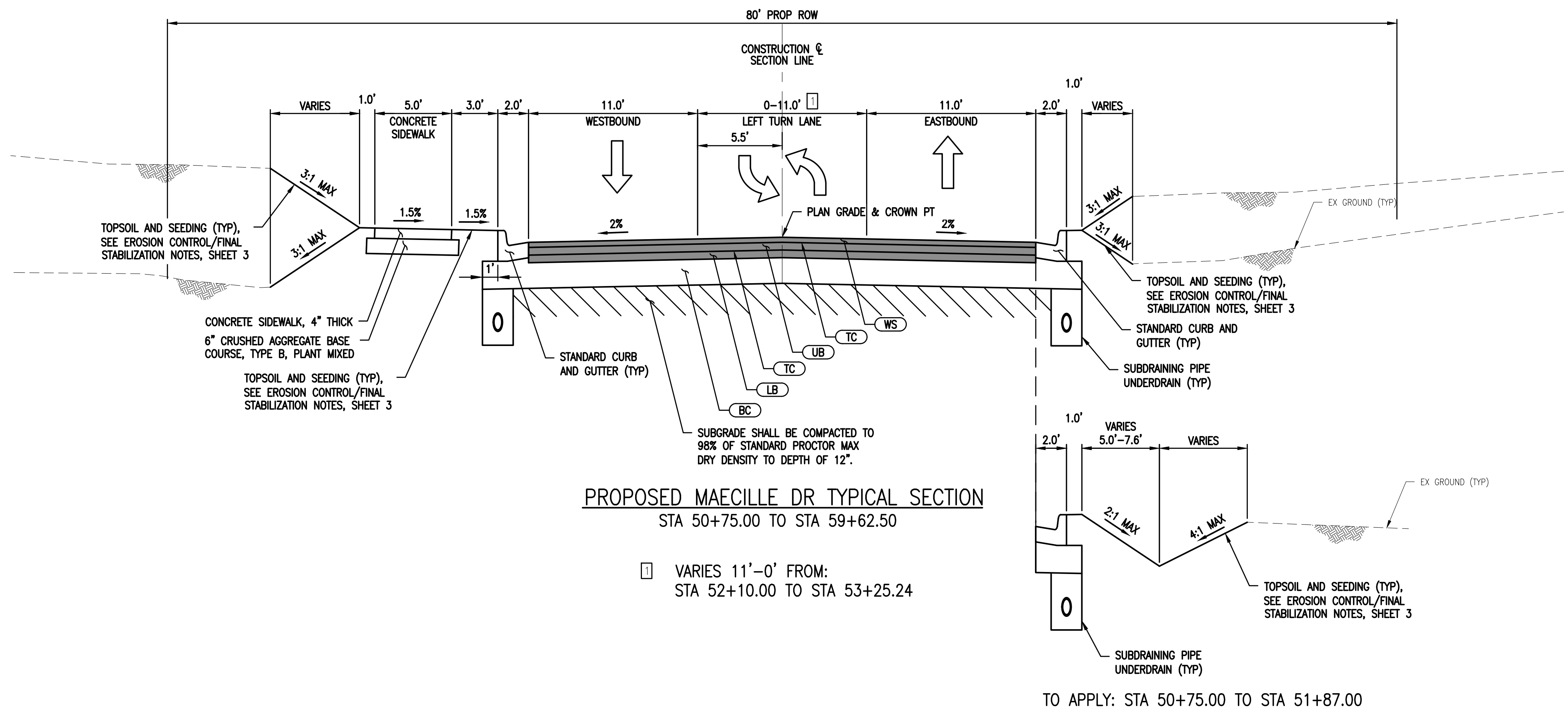
SAID PARCEL CONTAINS 118.20 ACRES MORE OR LESS

EXHIBIT "B" PHASING PLAN



HALSEY DRIVE PROPERTY
CITY OF MADISON, ALABAMA

Exhibit B



DRAWING PATH: P:\9000_8999\9000\220010_Seggers & Maecille_IntersectionDrawings\Civil\Typicals\220010TYP.dwg Jan 19, 2024 - 3:48pm

DATE	PROJ NUMBER	ENG	PROJ INGR	CADD	COUNTY	CITY/VILLAGETOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
JAN 2024	90822010	JRD	JIS	KG	LINCOLN	MADISON	1"=5'	NAD83/ALST	NAVD83

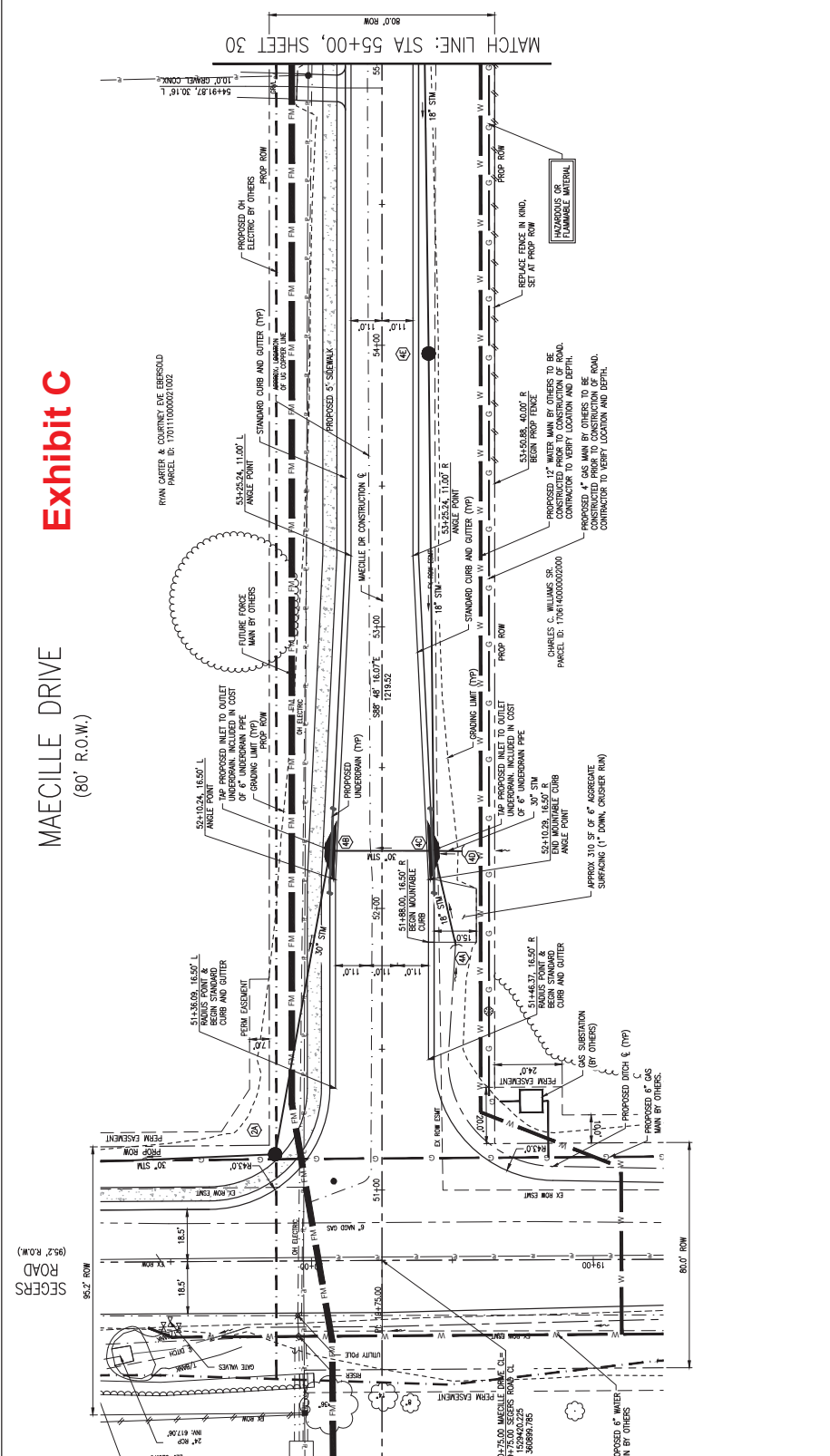
CITY OF MADISON, ALABAMA PROJ.#22-039
SEGERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS
TYPICAL SECTIONS

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STORM STRUCTURE TABLE						
STRUCTURE	DESCRIPTION	STATION	OFFSET	INV. IN	INV. OUT	ROW EL.
2A	MANHOLE, TYPE M	20+12.67	37.0' R	617.15 (E)	616.83 (N)	624.9
4B	INLET TYPE 5, (DOUBLE INNS)	52+55.44	154' L	618.12 (E)	618.89 (N)	624.71
4C	INLET TYPE 5, (DOUBLE INNS)	52+55.44	154' R	618.77 (E)	618.68 (N)	624.71
4E	MANHOLE, TYPE M	53+97.08	16.4' R	624.24 (E)	621.30 (N)	623.79

HEADWALL TABLE					
STRUCTURE	DESCRIPTION	STATION	OFFSET	INV. IN	INV. OUT
4A	18" CONCRETE SLOPED RAVED	51+42.00	26.2' R	621.58 (E)	
4D	30" CONCRETE SLOPED RAVED	52+03.21	26.4' R	619.77 (N)	

PIPE SIZE LENGTH SLOPE			UPSTREAM INV. DOWNSTREAM INV. DESCRIPTION			
4A-4C	18"	54'	5.00%	621.58	619.69	RCP
4B-2A	30"	110'	1.70%	618.89	617.13	RCP
4C-4B	30"	37'	1.00%	619.48	619.12	RCP
4D-4C	30"	10'	1.00%	619.77	619.67	RCP
4E-4C	18"	177'	1.00%	621.30	619.53	RCP
5B-4E	18"	133'	0.00%	623.24	624.84	RCP



SEGGERS ROAD (95.2' R.O.W.)

MAECILLE DRIVE (80' R.O.W.)

Match Line: STA 55+00, SHEET 30

OHM
ARCHITECT ENGINEERS PLANNERS
200 19th Ave South, Ste 154
Nashville, TN 37203
615.262.4500
OHM-ADVANCEDDESIGN.COM

CITY OF MADISON, ALABAMA PROJ#22-039
SEGGERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS
CONSTRUCTION PLAN - MAECILLE DR
JOB NO. 202200039
DATE: 03/20/2024
PROJECT NUMBER: 22-039
SHEET: 29 OF 31
SCALE: AS SHOWN
DATE: 03/20/2024
DRAWN BY: JMM
CHECKED BY: JMM
APPROVED BY: JMM



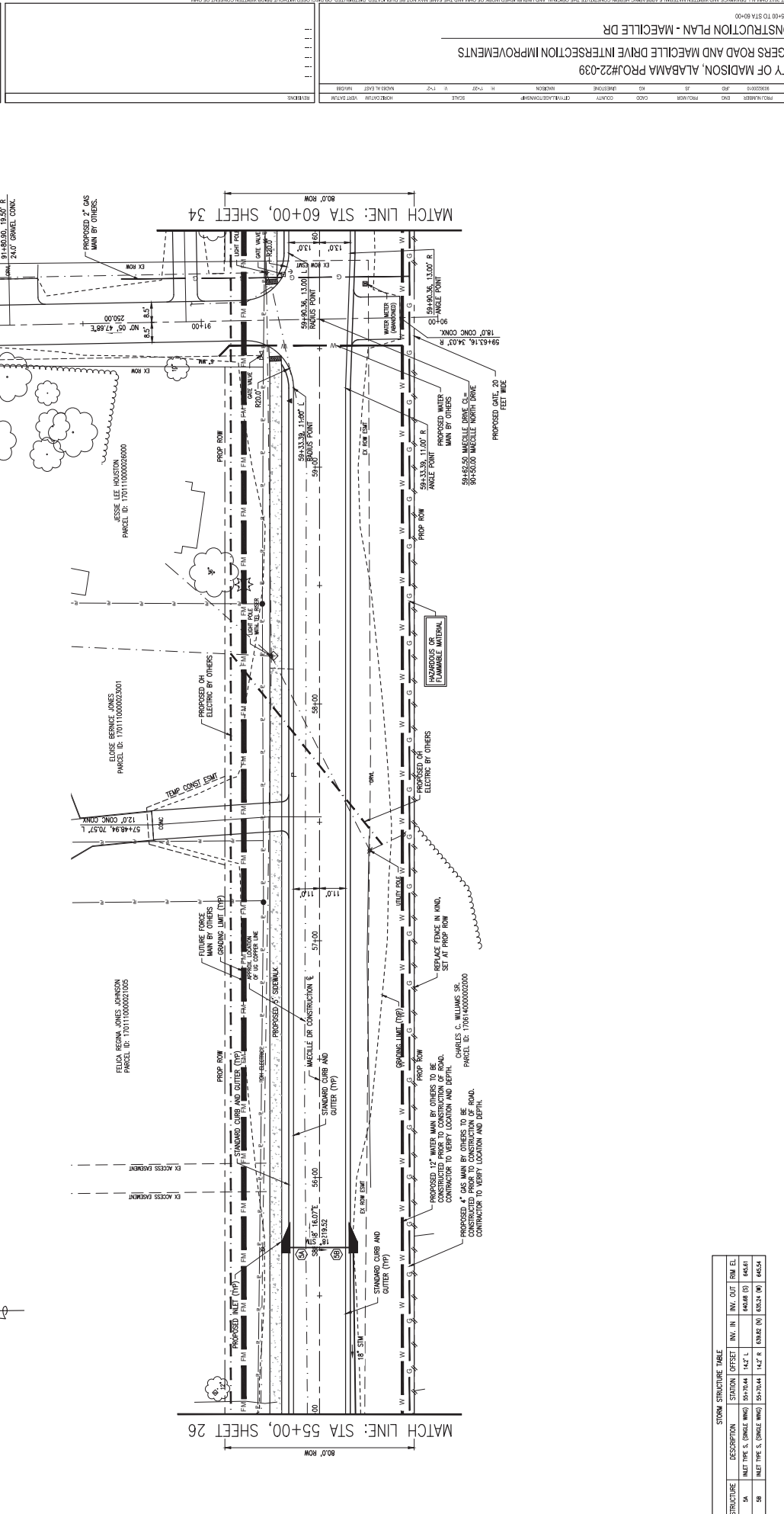
ARCHITECTS ENGINEERS PLANNERS
200 10th Ave South, Ste 154
Madison, TN 37120
P: 502.484.6254
OHMAD@OHM.COM

Exhibit C

MAECILLE DRIVE
(80' R.O.W.)

MADISON
BRANCH BLVD

NORTH DRIVE



STORM STRUCTURE TABLE

STRUCTURE	DESCRIPTION	STATION	OFFSET	INW. IN	INW. OUT	FM. EL.
5A	INLET PIPE S, (GRADE WND)	54+73.44	14.2' L	646.68 (S)	646.68 (S)	646.61
5B	INLET PIPE S, (GRADE WND)	54+73.44	14.2' R	632.61 (N)	632.61 (N)	643.4

STORM PIPE TABLE

PIPE SIZE	LENGTH	SLOPE	UPSTREAM INV.	DOWNSTREAM INV.	DESCRIPTION
18"	28'	3.00%	644.68	632.61	5B

CONSTRUCTION PLAN - MAECILLE DR

CITY OF MADISON, ALABAMA PROJ#22-039

SEERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS

STA 55+00 TO STA 60+00

DATE: 08/11/2023

PROJECT NUMBER: 22-039

SCALE: AS SHOWN

PROJECT: SEERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS

LOCATION: MADISON, AL

SHEET: 30 OF 31

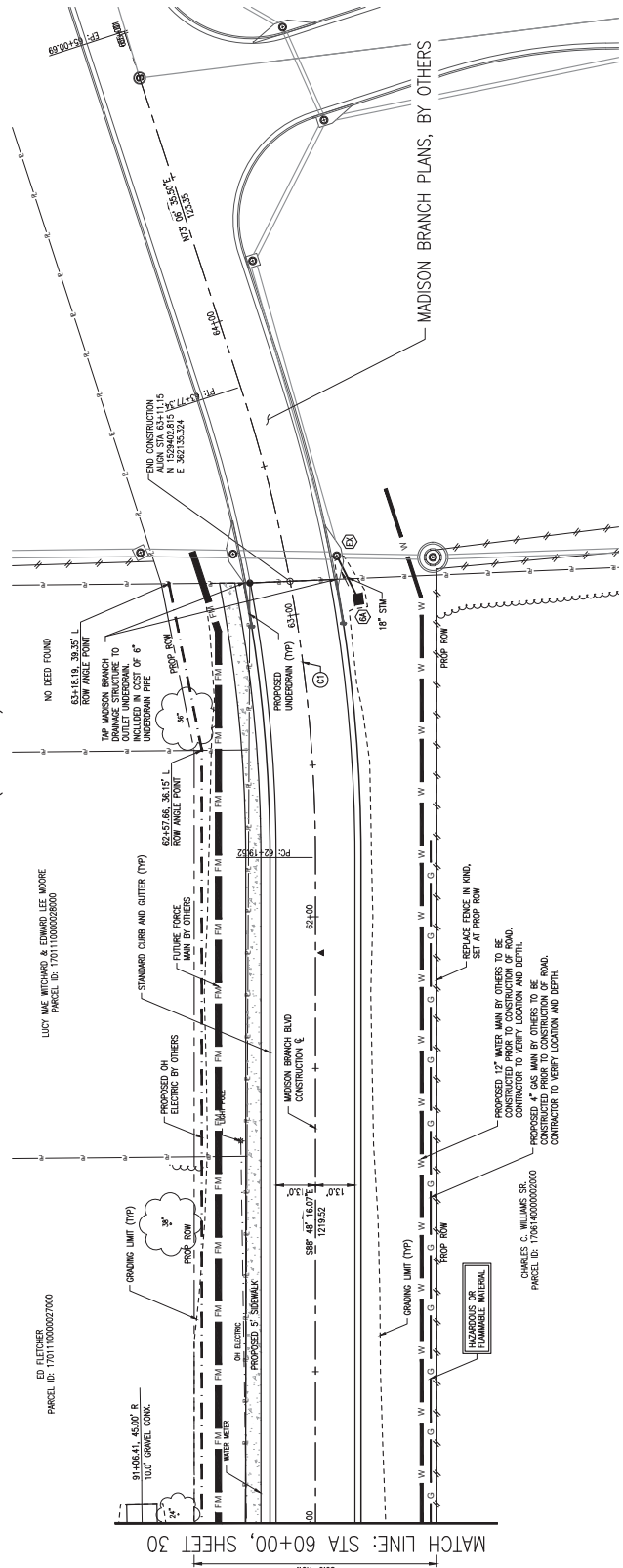


DATE	PROJ. NUMBER	SHEET
JAN 2024	614003	34

CITY OF MADISON, ALABAMA PROJ#22-039	SEGGERS ROAD AND MAEGLE DRIVE INTERSECTION IMPROVEMENTS	CONSTRUCTION PLAN - MADISON BRANCH BLVD
--------------------------------------	---	---

34 OF 54

MADISON BRANCH BLVD
(80' R.O.W.)



MADISON BRANCH PLANS, BY OTHERS

STRUCTURE		STATION		OFFSET		INV. IN		INV. OUT		RIM EL.	
NO.	DESCRIPTION	PC	PIC	TO	FROM	TO	FROM	TO	FROM	TO	FROM
6A	MANHOLE	65491.44	21.2	6	6553.3						

PIPE		LENGTH		UPSTREAM INV.		DOWNSTREAM INV.		DESCRIPTION	
NO.	SIZE	IN	FT	TO	FROM	TO	FROM	NO.	TYPE
6A	12"	65491.44	21.2	6553.3	6553.3	6553.3	6553.3	6A	WATER MAIN

ALIGNMENT CURVE DATA									
STATION	PC	PT	PI	STATION	NORTHING	EASTING	PT STATION	NORTHING	EASTING
65491.44	65491.44	65491.44	65491.44	65491.44	15294.24	3004.25	65491.44	15294.24	3004.25

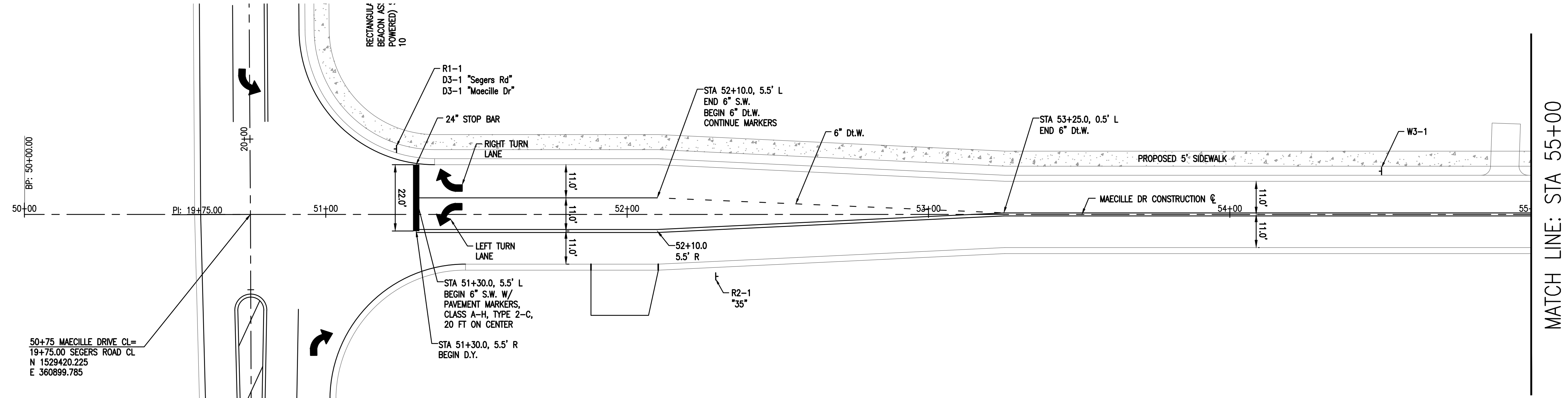
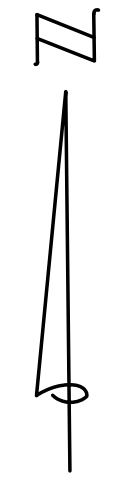


MAECILLE DRIVE
(80' R.O.W.)

Exhibit D



OHM
ARCHITECTS ENGINEERS PLANNERS
209 10th Ave South, Ste 154
Nashville, TN 37203
P (615) 649-5264
OHM-ADVISORS.COM

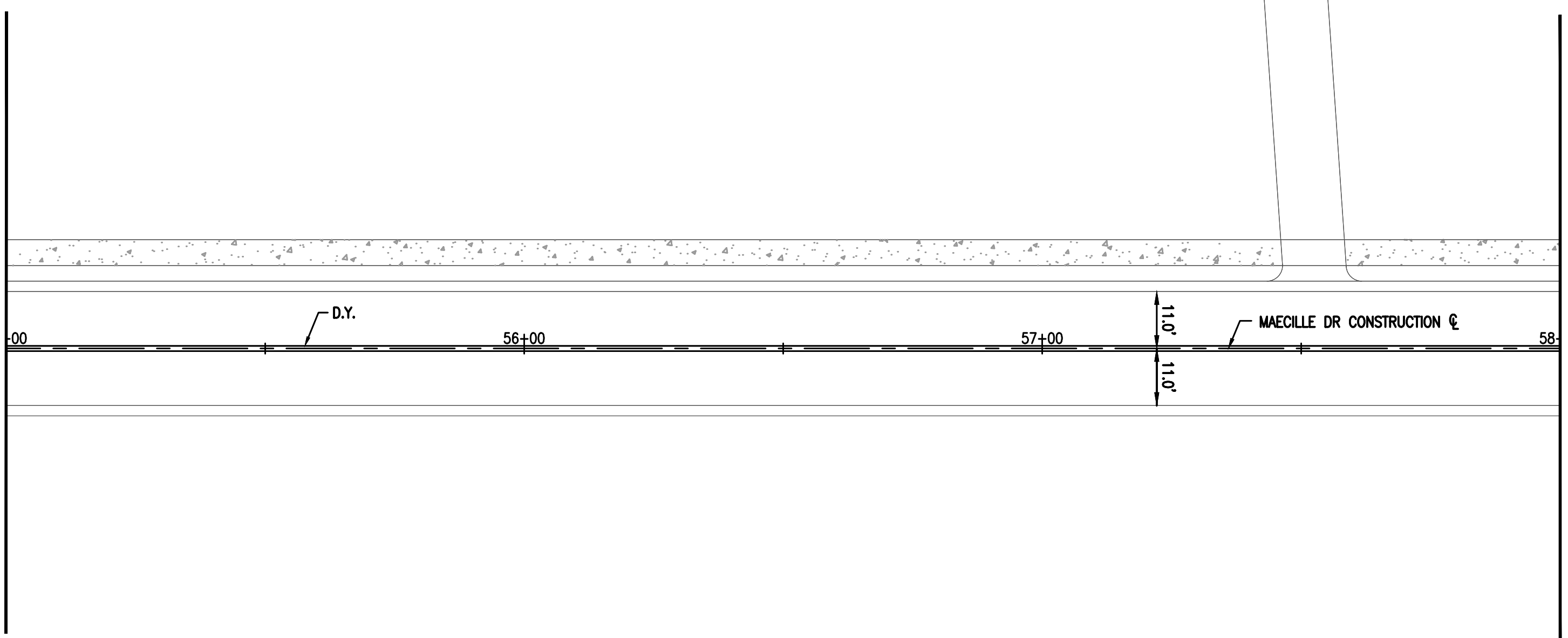


50+75 MAECILLE DRIVE CL=
19+75.00 SEGERS ROAD CL
N 1529420.225
E 360899.785

SEGERS ROAD
(80' R.O.W.)

MATCH LINE: STA 55+00

MATCH LINE: STA 55+00



MATCH LINE: STA 58+00, SHEET 50

PAVT MARKING LEGEND	
DL.W.	DOTTED CLASS 2, TYPE A, TRAFFIC STRIPE (WHITE)
S.W.	SOLID WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE
S.Y.	SOLID YELLOW, CLASS 2, TYPE A, TRAFFIC STRIPE
D.Y.	(2) SOLID YELLOW, CLASS 2, TYPE A, TRAFFIC STRIPE WITH PAVEMENT MARKERS, CLASS A, TYPE 2-D SPACED 40' ON CENTER

*ALL TRAFFIC STRIPES SHALL BE 4 INCHES IN WIDTH UNLESS OTHERWISE NOTED

STOP LINE, CROSSWALK, YIELD LINE, AND ALL TURN ARROW MARKINGS ARE PAID AS "TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A" AND SHALL BE WHITE.

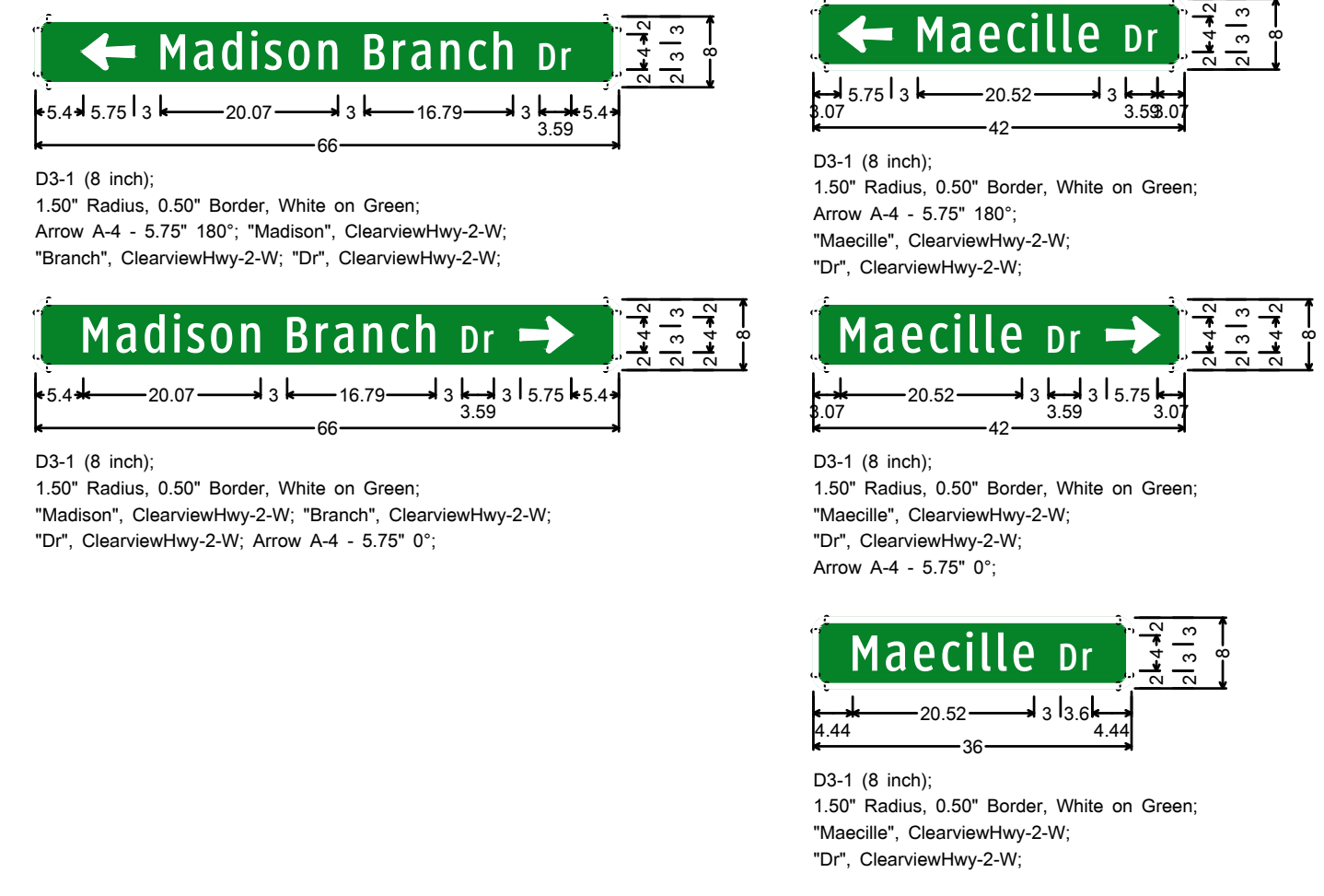
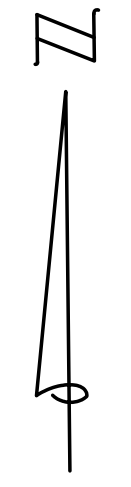
DATE	PROJ NUMBER	ENG	PROJ INGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
JAN 2024	90820210	JRD	-	KS	LIMESTONE	MADISON	H: 1"=20' V: 1"=2'	MAD3 AL EAST	MAD3B

CITY OF MADISON, ALABAMA PROJ.#22-039
SEGERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS
PAVEMENT MARKINGS AND SIGNAGE PLAN
POB TO STA 68+00

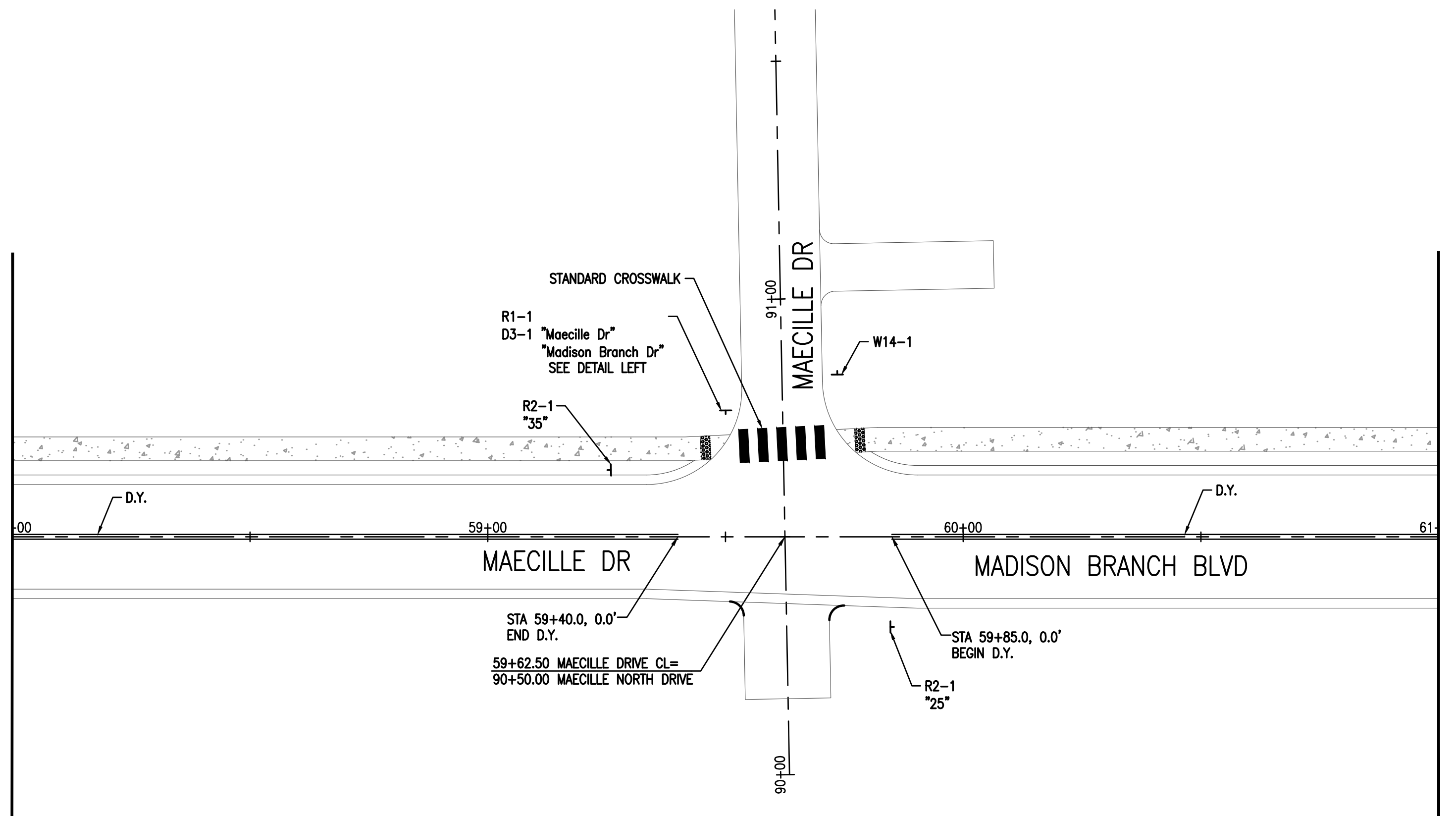
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MADISON BRANCH BLVD (80' R.O.W.)

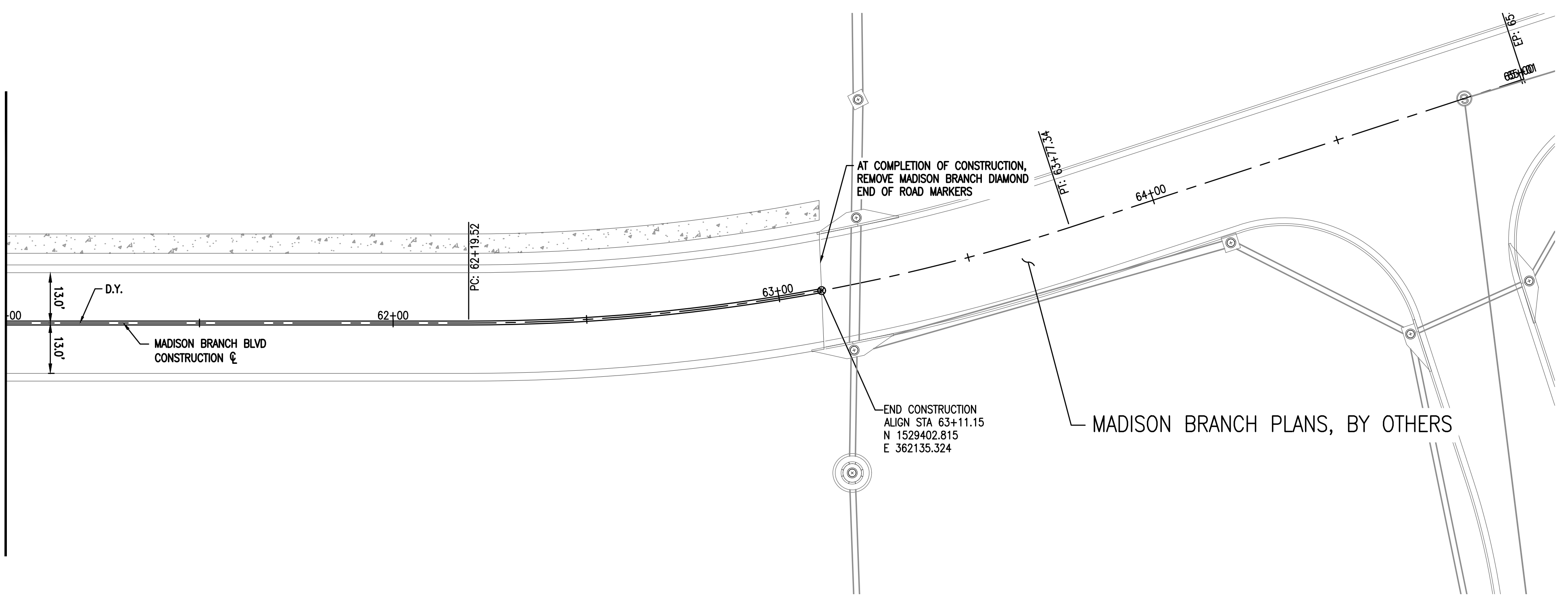


MATCH LINE: STA 58+00, SHEET 49



MATCH LINE: STA 61+00

MATCH LINE: STA 61+00



PAVT MARKING LEGEND	
D.L.W.	DOTTED CLASS 2, TYPE A, TRAFFIC STRIPE (WHITE)
S.W.	SOLID WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE
S.Y.	SOLID YELLOW, CLASS 2, TYPE A, TRAFFIC STRIPE
D.Y.	(2) SOLID YELLOW, CLASS 2, TYPE A, TRAFFIC STRIPE WITH PAVEMENT MARKERS, CLASS A, TYPE 2-D SPACED 40' ON CENTER

*ALL TRAFFIC STRIPES SHALL BE 4 INCHES IN WIDTH UNLESS OTHERWISE NOTED

STOP LINE, CROSSWALK, YIELD LINE, AND ALL TURN ARROW MARKINGS ARE PAID AS "TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A" AND SHALL BE WHITE.

DATE	PROJ NUMBER	ENG	PROJ INGR	CADD	COUNTY	CITY/VILLAGETOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
JAN 2024	90822010	JRD	JS	KG	LIMESTONE	MADISON	H: 1"=20' V: 1"=2'	NAD83 AL EAST	NAVD88

CITY OF MADISON, ALABAMA PROJ.#22-039
SEGERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS
PAVEMENT MARKINGS AND SIGNAGE PLAN
STA 60+00 TO PDE