

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Memorandum of Understanding Regarding Sanitary Sewer Extension and Annexation of Property between the City of Florence and the Town of Saint Florian, Alabama, is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor is hereby authorized to execute said Memorandum of Understanding on behalf of the City of Florence.

ADOPTED this _____ day of _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

CITY CLERK - TREASURER

**MEMORANDUM OF UNDERSTANDING REGARDING SANITARY SEWER
EXTENSION AND ANNEXATION OF PROPERTY**

This Memorandum of Understanding Regarding Sanitary Sewer Extension and Annexation of Property (“MOU”) is executed as of _____, 2025, by the City of Florence, Alabama, a municipal corporation (“City”), and the Town of Saint Florian, Alabama, a municipal corporation (“Town”). City and Town shall sometimes herein be referred to collectively as the “Parties.”

RECITALS:

- A. Town would like certain properties located within its corporate limits to be developed for commercial purposes (“Project”) but needs sanitary sewer available for the development.
- B. In connection with the proposed development of the Project, Town has requested that City extend, and make available for use, public sanitary sewer service to Town (“Public Improvements”).
- C. Neither City nor Town has the necessary funds to cause the Public Improvements to be installed and completed in connection with the development of the Project.
- D. The Legislature has deannexed certain property from Town described on Exhibit A attached hereto and incorporated herein by reference (“Kreiger Property”) that City wishes to annex into its corporate limits, and to do this, Town must adopt a resolution consenting to said annexation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, City and Town hereby agree as follows:

- 1. Public Improvements: The foregoing Recitals are acknowledged to be true and correct and are incorporated herein by this reference. City hereby agrees to cause the Public Improvements to be constructed contingent on the following conditions:
 - (a) Cost: Town and City have agreed that neither currently has funding for the cost of construction of the Public Improvements and that City is under no obligation to construct the Public Improvements unless and until funding from a source other than City becomes available.
 - (b) Public Nature: City and Town intend and agree that the Public Improvements are to be installed and constructed entirely on City property, within the public rights-of-way, and within City easements and shall be and remain the property of City. City and Town further agree that City is under no obligation to construct the Public Improvements unless all of the necessary easements are acquired at no cost to City.
 - (c) Commencement and Completion of Public Improvements: If, at no cost to City, funding and the necessary easements are secured in the future, City agrees to use reasonable efforts

to begin construction of the Public Improvements in a timely manner and to use reasonable efforts to complete the Public Improvements in a timely manner.

2. Annexation. In consideration for City's agreement to construct the Public Improvements as set forth herein, Town agrees to adopt a resolution consenting to the Kreiger Property being annexed into the corporate limits of City within 30 days after the effective date of this MOU.

3. Miscellaneous Provisions: The following additional provisions are part of this MOU:

(a) Benefit of MOU: This MOU may not be assigned by either party without the other party's prior written consent, but shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legatees, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this MOU.

(b) No Partnership: Nothing in this MOU shall be construed to create a partnership between City and Town.

(c) Headings: The headings of the Sections of this MOU are inserted for convenience or reference only, and shall not be construed as part of this MOU, and shall in no way be construed as defining, limiting or affecting the scope or intent of the provisions of this MOU.

(d) Governing Law: This MOU shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to its choice of law provisions.

(e) Amendment: This MOU may be changed only by an instrument in writing signed by the Parties hereto.

(f) Entire Agreement: This MOU constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof, and supersedes all prior agreements and understandings relating to the subject matter hereof. No agreements, understandings, warranties or representations relating to the subject matter hereof exist between the Parties hereto other than those set forth herein.

City:

THE CITY OF FLORENCE, ALABAMA, a municipal corporation

By: _____

Its: Mayor

ATTEST:

By: _____

Its: City Clerk-Treasurer

Town:

THE TOWN OF SAINT FLORIAN, ALABAMA, a municipal corporation

By: _____

Its: Mayor

ATTEST:

By: _____

Its: Town Clerk

EXHIBIT A
KREIGER PROPERTY DESCRIPTION