



Agenda

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

5:00 PM
Council Chambers
August 18, 2025

AGENDA NO. 2025-16-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 Holly Woodall of United Methodist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2025-15-RG, dated August 11, 2025

7. PRESENTATIONS AND AWARDS

A. Acceptance of \$20,000 donation from the Madison City Disability Advocacy Board to the Parks and Recreation Department (to be deposited into Recreation Department donation account)

8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. Acceptance of a donation from Madison County Commissioner Steve Haraway in the amount of \$75,000. The money is to be used towards 4 – Lucas Devices and 1 – TNT 18V Rescue Tool package.

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

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. **Proposed Ordinance No. 2025-204:** Rezoning certain property owned by Grant Street, LLC, consisting of 2.84 acres, located on the north side of Madison Boulevard and east of Research Boulevard, from M-1 (Restricted Industrial) to B3 (General Business) (First Reading 7/14/2025)

B. **Proposed Ordinance No. 2025-207:** Zoning certain property owned by The Church of Jesus Christ Latter-day Saints consisting of 13.98 acres, located on the south side of Gillespie Road and east of Browns Ferry Road, to AG (Agriculture) upon annexation (First Reading 7/14/2025)

C. **Proposed Ordinance No. 2025-210:** Zoning certain property owned by Timothy & Carly Hoggard and Ethan & Kendi Collins consisting of 1.43 acres, located on the north side of Cedar Acres Drive and west of Burgreen Road, to R-1A (Low Density Residential) upon annexation (First Reading 7/14/2025)

13. DEPARTMENT REPORTS

COURT

A. **Resolution No. 2025-258-R:** Reappointing Presiding Municipal Judge and Associate Municipal Judge

ENGINEERING

A. **Resolution No. 2025-248-R:** Awarding a contract to Grayson Carter & Son Contracting, Inc., in the amount of \$810,173.30 for the Balch Road and Gooch Lane Roundabout project (to be paid from Fund 38-150-000-2941-25)

LEGAL

- A. **Ordinance No. 2025-263:** Authorizing the Water & Wastewater Board of the City of Madison, d/b/a Madison Utilities, to dispose of certain real property (First Reading)

PLANNING

- A. **Proposed Ordinance No. 2025-205:** Assenting to the annexation of certain property owned by The Church of Jesus Christ Latter-day Saints located on the south side of Gillespie Road, east of Browns Ferry Road (First Reading 7/14/2025)
- B. **Proposed Ordinance No. 2025-208:** Assenting to the annexation of certain property owned by Timothy & Carly Hoggard and Ethan & Kendi Collins located on the north side of Cedar Acres Drive, west of Burgreen Road (First Reading 07/14/2025)
- C. **Proposed Ordinance No. 2025-253:** Vacation of utility and drainage easement located within Lots 40-41, 44-45, 47-50, and 85-86 of Heritage Hills Phase 3 Subdivision (First Reading)
- D. **Resolution No. 2025-259-R:** Authorizing an agreement with Core Distinction Group, LLC, for a hotel market feasibility study for a downtown property with cost to be split 50-50 with property owner (city portion of cost \$8,750, to be paid from Planning Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2025-15-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
AUGUST 11, 2025**

The Madison City Council met in regular session on Monday, August 11, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President John Seifert.

Pastor Cody Edger of Cornerstone Word of Life Church provided the invocation followed by the Pledge of Allegiance led by Council President John Seifert.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Late 6:11 pm
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren

Public Attendance registered: John Bruce, Mimi Georganos, Chris Ashcraft, John Georganos, Chris Kramer, Erin Kramer, Maggie Minsk, Garrett Fahrman, Alice Lessmann, Opie Balch, Amy Balch, Cesar Castillo, Kenneth Jackson, Erica White, Cody Edger, Allison Wheeler, Michael McKay, Emily McKay, Michael Goodman, Tonia Stulting, Rachel Homolak, Lloyd La Cross, John Cole, Christina Hemeyer, Austin Hemeyer, David Bier, Jocelyn Broer, Susan Mathias

AMENDMENTS TO AGENDA

City Attorney Megan Zingarelli had the following addition listed below:

Appointment to the Library Board under Section 11.

APPROVAL OF MINUTES

MINUTES NO. 2025-14-RG DATED JULY 28, 2025

Council Member Powell moved to approve Minutes No. 2025-14-RG. Council President Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PUBLIC COMMENTS

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

JOHN BRUCE (DISTRICT 6)

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

- Responses from candidates regarding the purpose of government and its limits

MIMI GEORGANOS (DISTRICT 1)

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

- Property damage in Walden and Heritage Plantation Communities due to vandalism
- Greenways in HOA communities controlled by the City
- Lighting from the Community Center into the backyards of homes in the Walden Community

CHRIS KRAMER (DISTRICT 7)

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

- Mental health issues within the City

MAGGIE MINSK (DISTRICT 4)

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

- Prayer at the start of Council Meetings

TONIA STULTING (DISTRICT 4)

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

- Library Board Meeting incident

RACHEL HOMOLAK (DISTRICT 4)

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

- Library Board Meeting incident

JOHN COLE (DISTRICT 4)

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

- Traffic due to timing of road construction

JENNIFER COE (DISTRICT 5)

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

- Conflicts of interest
- Implementing programs with no value
- Misuse of official position for personal gain
- Rules of order published

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,701,356.21
Special General Operating Accounts	\$59,296.00
ADEM Storm Drainage	\$2,313.16
Gasoline Tax & Petroleum Inspection fees	\$37,472.39
TVA Tax	\$11,140.76

Street Repair & Maintenance	\$73,393.98
CIP Bond Accounts	\$60,921.93
Library Building Fund	\$6,580.79
Venue Maintenance	\$77,470.04
Fire CPR	\$1,063.50

Regular and periodic bills to be paid

Resolution No. 2025-256-R: Ratifying modification to Third Party Billing agreement with the Huntsville Electric Utility Board d/b/a Huntsville Utilities (no cost to City, amendment to section regarding billing network access)

Acceptance of \$76.34 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)

Acceptance of \$3,250 donation from the Madison Dolphins Swim Team from the ARPA District Swim Meet (to be deposited into Recreation Donation account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

- Next City Council meeting has been moved up to Monday, August 18th at 5:00 pm.
- Last day to register to vote is tonight, August 11, 2025
- If you will not be here for to vote in person on the 26th, you can submit an absentee vote in the City Clerk's office until the 19th
- Signs cannot be placed in the right of ways
- The City will focus on adding more funds into mental health
- The City is working with Heritage Plantation HOA on the connectivity through the subdivision

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Civic Awareness Academy application process is open
- Attended ribbon cutting for Vine and Oak and Zanotta's located in Downtown Madison
- Working hard on the Mill Creek greenway and would like a townhall at the end of the year for greenways

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Wednesday, August 13th at 7 am the Chamber of Commerce will be hosting a Back to School breakfast

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No new business

COUNCIL DISTRICT NO. 4 GREG SHAW

No new business

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

No new business

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Next year the City will be participating in the National Night Out events for the police to go into the city parks to build community between police and citizens

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

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

Council Member Wroblewski moved to approve Resolution No. 2025-257-R. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Council Member John Seifert

Aye

BOARD/COMMITTEE APPOINTMENTS**APPOINTMENT OF MAURA WROBLEWSKI TO THE LIBRARY BOARD FOR THE CITY OF MADISON SEAT**

Council Member Ranae Bartlett nominated Council Member Wroblewski for the Madison seat of the Library Board. There being no further nominations, Ms. Wroblewski was appointed by acclamation.

PUBLIC HEARINGS

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

DEPARTMENTAL REPORTS**FACILITIES & GROUNDS****RESOLUTION NO. 2025-233-R: AWARDING BID NO. 2025-013-ITB FOR TOYOTA FIELD OUTFIELD BUILDING CONSTRUCTION TO CALIBER (\$7,575,283 TO BE PAID FROM FUND 38, FUND 71, AND OTHER APPLICABLE FUNDING SOURCES)**

Council Member Denzine stated that there was a clause in the contract when the contract was initially created regarding the maintenance schedule of construction being finished, but after looking through it, there is no longer one there. Ms. Denzine asked how a clause could be added to the contract. Director of Facilities and Grounds, Gerald Smith replied stating that if Council chooses to do that, the clause can be added to the contract.

Council Member Spears moved to approve Resolution No. 2025-233-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-249-R: AUTHORIZING AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR THE TOYOTA FIELD ONE-STORY OUTFIELD BUILDING: AMENDMENT NO.4A FOR CONSTRUCTION ADMINISTRATION AND PROJECT CLOSEOUT PHASES (\$123,500, PLUS REIMBURSABLE EXPENSES OF \$50,000 TO BE PAID FROM THE MULTI USE VENUE MAINTENANCE FUND)

Council Member Powell moved to approve Resolution No. 2025-249-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

2025-250-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH AMIRI ENGINEERING CORPORATION TO PROVIDE SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING SERVICES FOR THE TOYOTA FIELD ONE-STORY OUTFIELD BUILDING CONSTRUCTION PROJECT (\$48,000 TO BE PAID FROM MULTI-USE VENUE MAINTENANCE FUND)

Council Member Powell moved to approve Resolution No. 2025-250-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-251-R: AWARDING BID NO. 2025-014-ITB TO SW COMMERCIAL CONTRACTING, LLC, IN THE AMOUNT OF \$609,000 FOR THE CONSTRUCTION OF A NEW ANIMAL CONTROL BUILDING (TO BE PAID FROM FUND 38)

Council Member Wroblewski thanked the Council stating this is something they have been working hard for, and the Animal Services Officers and Madison Police are excited. The building will be located on Celtic Road at the current fire station with an approximate opening at the end of the year.

Council Member Denzine commented that she felt the cost of the building seems to be too high for a building that is 1080 square feet. Ms. Denzine states she reached out to Mr. Smith regarding the cost per square foot, and it works out to \$583 per square foot. Ms. Denzine

asked what would happen if the City waited longer for the construction of the building and Mr. Smith stated that the cost would increase if we waited. Ms. Denzine asked how much the City is currently spending to have others take care of these animals and Ms. Wroblewski explained the Animal Services department is part of the Police Department and is built into the budget. Ms. Denzine added that the cost of a fully equipped police vehicle is \$92,000 and \$609,000 could buy 6 police vehicles. Ms. Denzine went on to explain she is not against the project; she is against the cost of it.

Council Member Wroblewski moved to approve Resolution No. 2025-251-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 John Seifert	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Nay

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2025-235: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 4 & 5 OF BLOCK 2 OF CHESTNUT ACRES SUBDIVISION (FIRST READING 07/28/2025)

Council Member Shaw moved to approve Resolution No. 2025-235-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2025-236: VACATION OF DRAINAGE EASEMENT LOCATED WITHIN TRACT 3C OF BELLAWOODS, PHASE 2B SUBDIVISION (FIRST READING 07/28/2025)

Council Member Shaw moved to approve Resolution No. 2025-236-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 John Seifert	Aye
Council Member Maura Wroblewski	Aye

Council Member Connie Spears	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

- Next Council Meeting is August 18th at 5:00 pm

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 6:57 p.m.

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

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

**MADISON COUNTY COMMISSION****Steve Haraway**Commissioner
District Two

July 28, 2025

City of Madison
Fire Department
100 Hughes Road
Madison, Alabama 35758

Enclosed herewith please find Madison County Commission check number 96649 dated July 24, 2025, in the amount of \$75,000.00 payable to City of Madison. This one-time appropriation from the District 2 budget is to be used towards the following:

- 4 - Lucas Devices Version 3.1
- TNT 18V Rescue Tool Package

Should you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "SH", is written over a faint, larger signature.

Steve Haraway
Commissioner
Madison County Commission, District 2

Enclosure

ORDINANCE NO. 2025-204

**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 B3
(GENERAL BUSINESS 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 B3 (General Business District):

LOT 1, ST. MICHAEL'S SUBDIVISION DOCUMENT NO. 201611220006771150

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 B3 (General Business 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 18th day of August 2025.

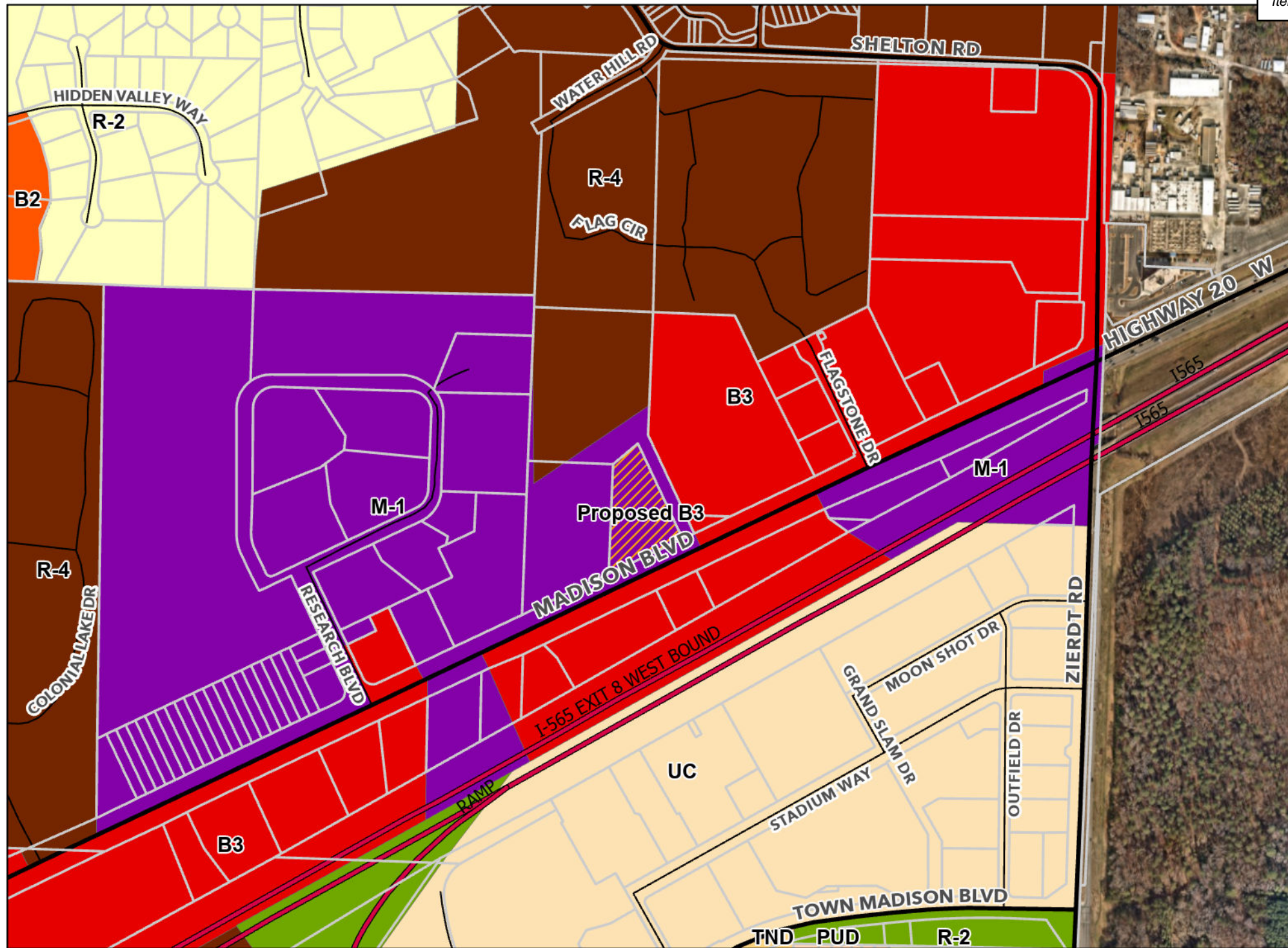
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of August 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed M-1 to B3

ORDINANCE NO. 2025-207

**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 AG
(AGRICULTURE 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 AG (Agriculture District):

0 Browns Ferry Road

(Parcel No: 16-03-06-0-001-010.000 & 16-03-06-0-001-010.001)

BEING A PORTION OF TRACT 1 OF TALL OAKS SUBDIVISION AS PER A PLAT RECORDED IN PLAT BOOK 19, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BROWNS FERRY ROAD AND BEING THE SOUTHERNMOST CORNER OF SAID TRACT 1; THENCE RUN NORTH 45 DEGREES 54 MINUTES 39 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF BROWNS FERRY ROAD AND A SOUTHERLY LINE OF SAID TRACT 1 A DISTANCE OF 65.80 FEET TO A 1/2 INCH REBAR CAPPED "HSM CA#1031"; THENCE NORTH 2 DEGREES 36 MINUTES 24 SECONDS EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BROWNS FERRY ROAD AND SAID SOUTHERLY LINE OF TRACT 1 A DISTANCE OF 852.18 FEET ALONG THE WESTERLY LINE OF SAID TRACT 1 TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 8,075.00 FEET, A DELTA ANGLE OF 1 DEGREE 21 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 85 DEGREES 30 MINUTES 51 SECONDS EAST, AND A CHORD DISTANCE OF 191.07 FEET, AND BEING A 1/2 INCH REBAR CAPPED "HSM CA#1031" LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GILLESPIE ROAD; THENCE LEAVING SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 191.08 FEET TO A CONCRETE MONUMENT; THENCE NORTH 79 DEGREES 06 MINUTES 15 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 148.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 7,940.00 FEET, A DELTA ANGLE OF 2 DEGREES 23 MINUTES 23 SECONDS, A CHORD BEARING OF NORTH 86 DEGREES 01 MINUTE 55 SECONDS EAST, AND A CHORD DISTANCE OF 331.15 FEET, AND BEING A CONCRETE MONUMENT;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 331.17 FEET TO A 1/2 INCH REBAR CAPPED "HSM CA#1031"; THENCE SOUTH 88 DEGREES 26 MINUTES 07 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 720.88 FEET TO A 5/8 INCH REBAR CAPPED "GILBERT 0319" BEING AN EASTERLY LINE OF SAID TRACT 1; THENCE SOUTH 0 DEGREES 54 MINUTES 40 SECONDS WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID EASTERLY LINE OF TRACT 1 A DISTANCE OF 439.37 FEET TO A 5/8 INCH REBAR ON THE SOUTHERLY LINE OF SAID TRACT 1; THENCE NORTH 88 DEGREES 20 MINUTES 38 SECONDS WEST LEAVING SAID EASTERLY LINE A DISTANCE OF 1,347.40 FEET TO A 1/2 INCH REBAR CAPPED "HSM CA#1031"; THENCE SOUTH 2 DEGREES 36 MINUTES 24 SECONDS WEST ALONG A EASTERLY LINE OF TRACT 1 A DISTANCE OF 543.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 609,052 SQUARE FEET OR 13.98 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 AG (Agriculture 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 18th day of August 2025.

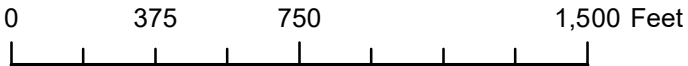
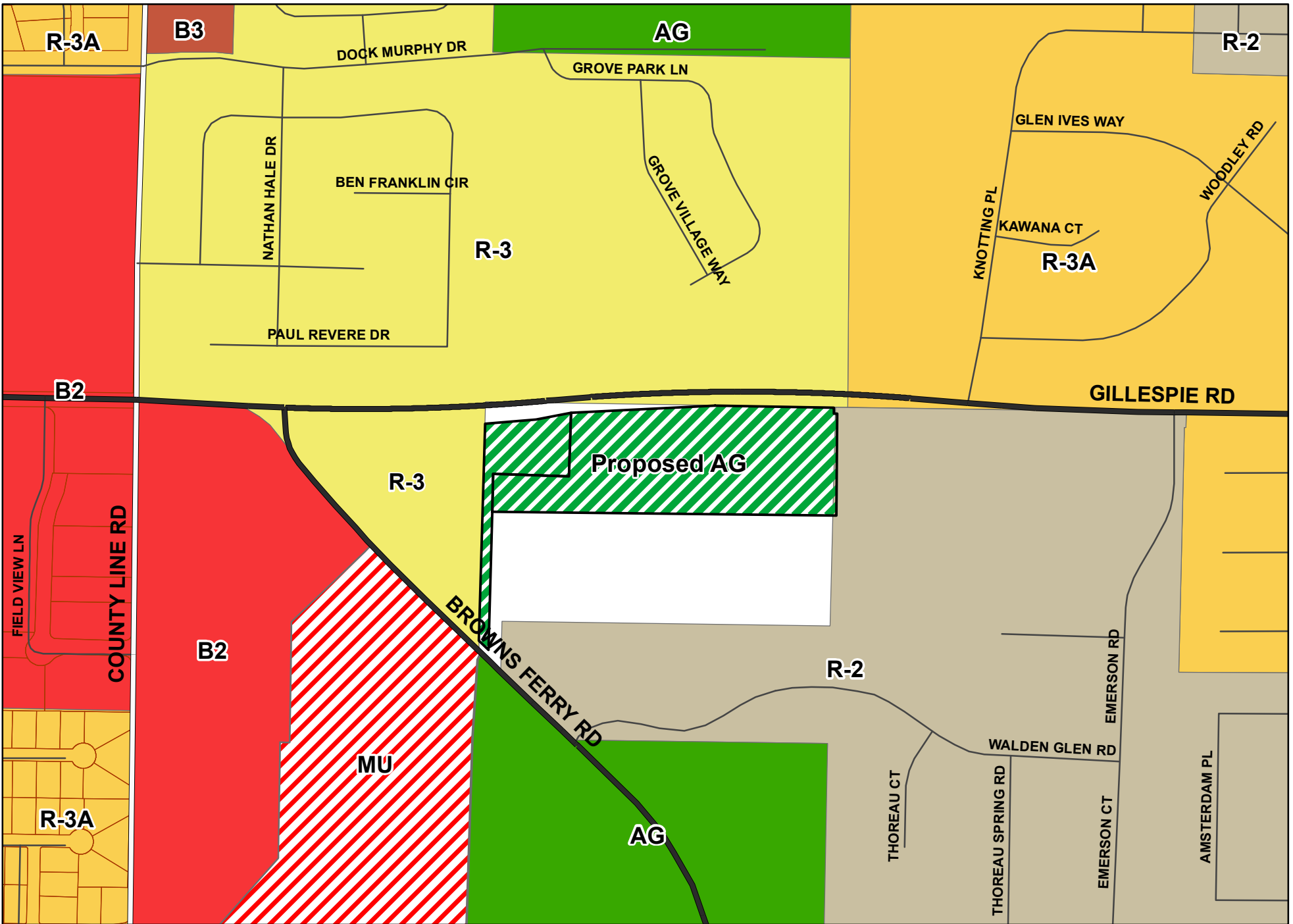
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of August 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed AG



ORDINANCE NO. 2025-210

**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 R-1A (Low Density Residential District):

**LOT 2C, GATLIN MANOR – A RESUBDIVISION OF LOTS 2B, 3A, 4A, AND 5 OF GATLIN MANOR – A
RESUBDIVISION OF GATLIN ACRES LOT 2 AND OTHER LANDS, PLAT BOOK L, PAGE 230**

**LOT 4B, GATLIN MANOR – A RESUBDIVISION OF LOTS 2B, 3A, 4A, AND 5 OF GATLIN MANOR – A
RESUBDIVISION OF GATLIN ACRES LOT 2 AND OTHER LANDS, PLAT BOOK L, PAGE 230**

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 18th day of August 2025.

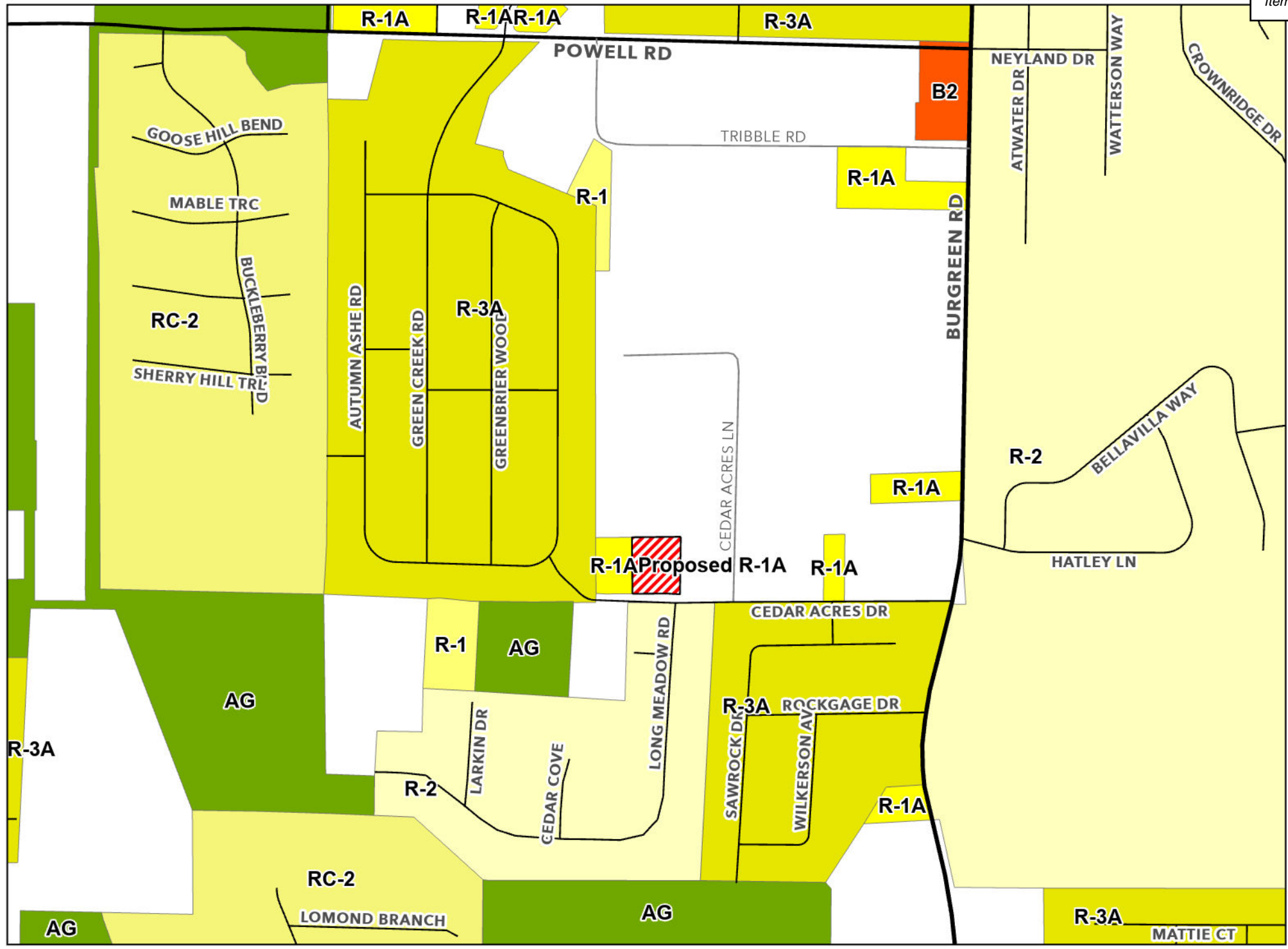
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of August 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed R-1A

RESOLUTION NO. 2025-258-R**A RESOLUTION REAPPOINTING PRESIDING MUNICIPAL JUDGE
AND ASSOCIATE MUNICIPAL JUDGE**

WHEREAS, the City Council of the City of Madison has established a Municipal Court according to the laws of the State of Alabama; and

WHEREAS, Thomas E. Parker, Jr., serves in the capacity of Presiding Municipal Judge for the City and has provided consistent and continuous service; and

WHEREAS, the City Council desires that Judge Thomas E. Parker, Jr., continue as Presiding Municipal Judge as an unclassified part-time official who is selected by Council and reports to the Mayor; and

WHEREAS, Aaron Charles Ryan, Esq., serves in the capacity of Associate Municipal Judge for the City and has provided consistent and continuous service; and

WHEREAS, the City Council desires that Aaron Charles Ryan, Esq., be reappointed to serve in the capacity of Associate Municipal Judge as an unclassified part-time official who is selected by Council and reports to the Mayor;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that, pursuant to and subject to the provisions of Ala. Code §12-14-30, *at seq.* (1975), the Council hereby reappoints Thomas E. Parker Jr., as Presiding Municipal Judge and establishes his rate of compensation at One hundred ninety-three dollars and twenty-seven cents (\$193.27) per hour, and reappoints Aaron Charles Ryan as Associate Municipal Judge and establishes his rate of compensation at One hundred seventy-nine dollars and forty-two cents (\$179.42) per hour, each to receive a minimum of three (3) hours pay per court date; and

BE IT FURTHER RESOLVED that, starting with Fiscal Year 2027, in the event that the City Council approves one (1) or more COLA increase(s) for City employees during the term of these appointments, each COLA increase shall be applied to the rate of compensation for the Presiding Municipal Judge and Associate Municipal Judge as mandated by §12-14-33(b), Code of Alabama 1975, as amended; and

BE IT FURTHER RESOLVED that, pursuant to § 12-14-30(b), Code of Alabama 1975, as amended, each of these appointments shall be for a two-year period beginning September 13, 2025, and continuing under the terms set forth herein until a successor has been appointed and qualified.

READ, PASSED, AND ADOPTED this 18th day of August 2025.

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

ATTEST:

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

APPROVED this _____ day of August 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-248-R**RESOLUTION TO AWARD BID NO. 2025-017-ITB BALCH ROAD AND
GOOCH LANE ROUNDABOUT PROJECT TO GRAYSON CARTER & SON
CONTRACTING, INC.**

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2025-017-ITB for the Balch Road and Gooch Lane roundabout project (herein "the Project"); and

WHEREAS all sealed Bids were timely submitted, opened, and read on or about August 6, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after a complete review and consideration of all Bids submitted, City staff have informed the City Council that **GRAYSON CARTER & SON CONTRACTING, INC.**, is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent as well as confirmation by the City of the Bid's Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **GRAYSON CARTER & SON CONTRACTING, INC.**, on behalf of the City.

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

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

SECTION 2. That award of this Project is hereby made to **GRAYSON CARTER & SON CONTRACTING, INC.**, as the lowest responsible, responsive bidder in the Bid amount of **eight hundred ten thousand one hundred seventy-three dollars and thirty cents (\$810,173.30)**, such amount being the total for the base bid and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to

GRAYSON CARTER & SON CONTRACTING, INC., of the City's intent to make such award and are also authorized to proceed with review, completion, and submittal of all contractual matters required by those plans and specifications agreed upon.

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

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

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

READ, PASSED AND ADOPTED this 18th day of August 2025.

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

ATTEST:

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

APPROVED this ____ day of August 2025.

Paul Finley, Mayor
 City of Madison, Alabama



2025-017-ITB / Balch Road and Gooch Lane Roundabout
Issued July 16, 2025

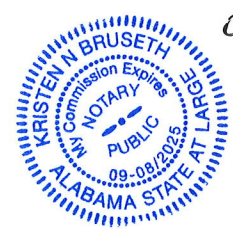
BID TABULATION

BIDDER NAME	Grayson Carter & Son Contracting, Inc.	Rogers Group, Inc.	Wiregrass Construction Company
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y
BID BOND	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y
ACKNOWLEDGED ADDENDA 1 &2	Y	Y	Y
TOTAL BASE BID	\$810,173.30	\$877,120.00	\$914,766.17

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

Alicia Walden
Alicia Walden
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 6 day of August, 2025.



Kristen N Bruseeth
Notary Public

Addendum #1 - Updated Bidder Pricing Sheet
2025-017-ITB | Balch Road and Gooch Lane Roundabout

ITEM NO.	ALDOT STD NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
1	201A002	Clearing And Grubbing (Maximum Allowable Bid \$8,000 Per Acre) (Approximately 0.1 acres)	1	Lump Sum	\$ 800.00	\$ 800.00
2	206C010	Removing Concrete Driveway	160	Square Yard	\$ 18.14	\$ 2,902.40
3	206D000	Removing Pipe	90	Linear Foot	\$ 42.46	\$ 3,821.40
4	206E002	Removing Junction Boxes	3	Each	\$ 445.70	\$ 1,337.10
5	206E006	Removing Trees	9	Each	\$ 940.14	\$ 8,461.26
6	209A000	Mailbox Reset, Single	1	Each	\$ 577.04	\$ 577.04
7	210A000	Unclassified Excavation	1300	Cubic Yard	\$ 17.58	\$ 22,854.00
8	301E008	Crushed Aggregate Base Course, Type B, Plant Mixed	2715	Ton	\$ 36.27	\$ 98,473.05
9	305B078	Crushed Aggregate, Section 825, Type B, For Miscellaneous Use	290	Ton	\$ 42.64	\$ 12,365.60
10	405A000	Tack Coat	110	Gallon	\$ 4.47	\$ 491.70
11	424A360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	290	Ton	\$ 122.44	\$ 35,507.60
12	424B650	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D	360	Ton	\$ 114.10	\$ 41,076.00
13	424B680	Superpave Bituminous Concrete Lower Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D	360	Ton	\$ 114.10	\$ 41,076.00
14	450A000	Plain Cement Concrete Pavement, 8 Inches Thick	260	Square Yard	\$ 199.50	\$ 51,870.00
15	450A013	Plain Cement Concrete Pavement, 6 Inches Thick	170	Square Yard	\$ 183.75	\$ 31,237.50
16	533A098	18" Storm Sewer Pipe (Class 3 R.C.)	122	Linear Foot	\$ 105.93	\$ 12,923.46
17	533A099	24" Storm Sewer Pipe (Class 3 R.C.)	70	Linear Foot	\$ 121.59	\$ 8,511.30
18	533A100	30" Storm Sewer Pipe (Class 3 R.C.)	12	Linear Foot	\$ 207.93	\$ 2,495.16
19	533A903	8" Storm Sewer Pipe (Polyethylene)	9	Linear Foot	\$ 89.19	\$ 802.71
20	600A000	Mobilization (5% MAX)	1	Lump Sum	\$ 42,000.00	\$ 42,000.00
21	610C000	Loose Riprap, Class 1	5	Ton	\$ 130.87	\$ 654.35
22	618A000	Concrete Sidewalk, 4" Thick	325	Square Yard	\$ 73.50	\$ 23,887.50
23	618B002	Concrete Driveway, 6" Thick	170	Square Yard	\$ 94.50	\$ 16,065.00
24	618C001	Detectable Warning Surface	140	Square Foot	\$ 178.50	\$ 24,990.00
25	618D000	Curb Ramp	50	Square Yard	\$ 42.00	\$ 2,100.00
26	621C027	Inlets, Type C	3	Each	\$ 4,385.74	\$ 13,157.22
27	621E001	Manholes, Type M	3	Each	\$ 6,106.34	\$ 18,319.02
28	621F002	Manhole Units, Type M	3	Each	\$ 1,302.79	\$ 3,908.37
29	640B005	Underground Utility Adjustment (Water)	1	Lump Sum	\$ 5,862.85	\$ 5,862.85
30	641R510	3/4 Inch Water Meter And Box Reset	2	Each	\$ 2,957.84	\$ 5,915.68
31	641S500	Valve Box Reset	5	Each	\$ 655.44	\$ 3,277.20
32	652A100	Seeding	0.50	Acre	\$ 2,085.26	\$ 1,042.63
33	665A000	Temporary Seeding	0.10	Acre	\$ 4,894.00	\$ 489.40
34	665J002	Silt Fence	1500	Linear Foot	\$ 5.65	\$ 8,475.00
35	665O001	Silt Fence Removal	1500	Linear Foot	\$ 2.66	\$ 3,990.00
36	665P005	Inlet Protection, Stage 3 Or 4	10	Each	\$ 231.12	\$ 2,311.20
37	701B205	Dotted, Class 2, Type A, Traffic Stripe	90	Linear Foot	\$ 5.25	\$ 472.50
38	701G263	Solid Yellow, Class 2, Type A Traffic Stripe	1000	Linear Foot	\$ 5.25	\$ 5,250.00
39	703A002	Traffic Control Markings, Class 2, Type A	440	Square Foot	\$ 12.60	\$ 5,544.00
40	705A005	Pavement Markers, Class A, Type 2-D	15	Each	\$ 12.60	\$ 189.00

41	710A191	Class 2 Aluminum Flat Sign Panels 0.08" Thick (Type IV Background)	187	Square Foot	\$ 22.05	\$ 4,123.35
42	710B001	Roadway Sign Post (#3 "U" Channel Galvanized Steel)	340	Linear Foot	\$ 21.00	\$ 7,140.00
43	710C000	Removal Of Existing Roadway Signs	1	Lump Sum	\$ 367.50	\$ 367.50
44	740A000	Traffic Control Scheme	1	Lump Sum	\$ 14,809.15	\$ 14,809.15
45	740B000	Construction Signs	645	Square Foot	\$ 6.30	\$ 4,063.50
46	740D000	Channelizing Drums	40	Each	\$ 26.25	\$ 1,050.00
47	740F002	Barricades, Type III	3	Each	\$ 225.75	\$ 677.25
48	742A001	Portable Changeable Message Sign, Type 2	4	Each	\$ 1,890.00	\$ 7,560.00
49	756A041	1 1/2" Electrical Conduit, 1 Line, Type 4 Installation	20	Linear Foot	\$ 183.75	\$ 3,675.00
50	SPECIAL	Standard Curb and Gutter	1420	Linear Foot	\$ 21.00	\$ 29,820.00
51	SPECIAL	Standard Curb and Gutter Modified	640	Linear Foot	\$ 21.00	\$ 13,440.00
52	SPECIAL	Rounded Concrete Curb and Gutter	185	Linear Foot	\$ 54.60	\$ 10,101.00
53	SPECIAL	24" Concrete Headwall - Single Round Pipe	1	Each	\$ 2,073.29	\$ 2,073.29
54	SPECIAL	Inlet Type S, (Single Wing)	1	Each	\$ 4,741.65	\$ 4,741.65
55	SPECIAL	Sewer Inlet Type B Lid	1	Each	\$ 1,510.13	\$ 1,510.13
56	SPECIAL	Double Curb Inlet	1	Each	\$ 6,387.66	\$ 6,387.66
57	SPECIAL	Single Curb Inlet	3	Each	\$ 4,837.44	\$ 14,512.32
58	SPECIAL	Rock Ditch Checks	8	Each	\$ 308.88	\$ 2,471.04
59	SPECIAL	Concrete Spillway	1	Each	\$ 840.00	\$ 840.00
60	SPECIAL	Topsoil Placement	100	Cubic Yard	\$ 70.40	\$ 7,040.00
61	SPECIAL	Brick Mailbox Reset, Single	1	Each	\$ 2,903.56	\$ 2,903.56
62	SPECIAL	ADEM Permit Transfer, Inspections, Miscellaneous	1	Lump Sum	\$ 11,550.00	\$ 11,550.00
63	SPECIAL	Licensed Bonded Plumber	1	Lump Sum	\$ 3,193.35	\$ 3,193.35
64*	SPECIAL	Rock Excavation (Contingency Item, Use Dependent on Field Conditions, See Geotech Report.)	15	Cubic Yard	\$ 93.18	\$ 1,397.70
65*	210A001	Unclassified Excavation (Special Undercutting) (Contingency Item, Use Dependent on Field Conditions, See Geotech Report.)	125	Cubic Yard	\$ 22.76	\$ 2,845.00
66*	SPECIAL	Crushed Aggregate, Section 825, Type B, For Undercut Replacement (Contingency Item, Use Dependent on Field Conditions, See Geotech Report.)	315	Ton	\$ 41.23	\$ 12,987.45
67*	SPECIAL	Temporary Striping	1090	Linear Foot	\$ 2.10	\$ 2,289.00
68*		Sod (Contingency Item, Use Dependent on Field Conditions)	1530	Square Foot	\$ 0.82	\$ 1,254.60
69		Asbuilt Survey of the entire project	1	Lump Sum	\$ 6,300.00	\$ 6,300.00
70		Contingency	1	Lump Sum	\$ 35,000.00	\$ 35,000.00
71		Geometric Controls	1	Lump Sum	\$ 28,565.60	\$ 28,565.60
				Total Construction Cost		\$ 810,173.30

Note: Estimate does not include ROW acquisition costs or construction engineering and inspection costs.

*Contingency item. Contingency items will only be paid by the City if necessary for the completion of the plans. A price will be negotiated based on field conditions.

Bidder Name: Grayson Carter & Son Contracting, Inc.

Address: 146 Roy Long Rd. W

City/State/Zip: Athens, AL 35611

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

August 6, 2025

Date

CC
Signature of Authorized Representative

ORDINANCE NO. 2025-263

**AN ORDINANCE AUTHORIZING THE WATER AND WASTEWATER BOARD OF THE
CITY OF MADISON, DOING BUSINESS AS MADISON UTILITIES, TO DISPOSE OF
CERTAIN PERSONAL PROPERTY**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter the "Board"), proposes to dispose of certain personal property no longer needed for public or municipal purposes, as described in the attachment to Board Resolution No. WWB-120-2025; and

WHEREAS, the Board seeks the consent of the City Council of the City of Madison to the proposed disposition of said personal property, in accordance with Ala. Code Section 11-50-314; and

WHEREAS, the City Council has determined that the property described in the attachment to Resolution No. WWB-120-2025 is no longer needed for the Board's public or municipal purposes;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Council does hereby give consent to the proposed disposition of the Board's interest in the described property, as proposed by the Board.

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

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

ATTEST:

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

APPROVED this ____ day of September 2025.

Paul Finley, Mayor
City of Madison, Alabama



101 Ray Sanderson Drive ~ Madison, Alabama 35758
Tel: 256.772.0253 ~ Fax: 256.772.7501
www.madisonutilities.org

July 22, 2025

City of Madison
Lisa D. Thomas, City Clerk-Treasurer
100 Hughes Rd.
Madison, AL 35758

Re: Water & Wastewater Board of the City of Madison Resolution WWB-120-2025

Ms. Thomas,

Please see attached approved resolution WWB-120-2025 dated July 21, 2025, declaring various property as surplus and authorizing the disposal of same. According to State of Alabama Code 11-50-314, we are required to obtain the consent of the City of Madison City Council prior to proceeding with the disposal of said property.

I have also attached a list describing the property for disposal and a sample ordinance for review.

It is requested that the City of Madison City Council place on its next Council Agenda an Ordinance authorizing the Water & Wastewater Board of the City of Madison dba Madison Utilities to dispose of its interest in the aforementioned property.

Thank you for your assistance and cooperation. Please let me know if you have any questions regarding this request.

Gary Sparks
Finance Manager
gsparks@madisonutilities.org
256-772-0253 x113

Xc: Emory DeBord, General Manager

Attachments:

Resolution WWB-120-2025 w/certification
Property listing
Sample ordinance

RESOLUTION NO. WWB-120-2025**A RESOLUTION TO DECLARE SURPLUS PERSONAL PROPERTY OF THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON DOING BUSINESS AS MADISON UTILITIES AND TO AUTHORIZE THE DISPOSAL OF SAID PROPERTY:**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities, owns personal property, as described in the attached List of Items for Disposal dated July 9, 2025, for which Madison Utilities has no continuing need; and

WHEREAS, it is the desire of Madison Utilities to declare said personal property to be surplus and to authorize the disposition of said property as indicated in the list and

WHEREAS, any items not sold through GovDeals would be disposed as scrap items.

NOW, THEREFORE, BE IT RESOLVED that the Water and Wastewater Board of the City of Madison, Alabama, sitting in regular session on this the 21st day of July, 2025, that the Board declares that the property described above is no longer need for its purposes and, with the consent of the City of Madison City Council, the General Manager of Madison Utilities is hereby directed to dispose of and, as appropriate, to deliver title to said property if applicable to prevailing bidders for same.

BE IT FURTHER RESOLVED that the City of Madison City Council be requested, at its next regularly scheduled meeting, to adopt an ordinance to give its consent to the proposed disposition of this property, and, to authorize the Water and Wastewater Board of the City of Madison to dispose of the said property, in accordance with *Ala. Code* 11-50-314.

READ, APPROVED, AND ADOPTED THIS 21st DAY OF July, 2025.



Terris Tatum, Chairman
Water and Wastewater Board of the City of
Madison, Alabama dba Madison Utilities

ATTEST:



Emroy DeBord, Secretary-Treasurer

ITEMS FOR SURPLUS DECLARATION

Item#	Category	MU#	Location	Year	Description
1	Dump Truck	334-18	101 Ray Sanderson Dr	2018	Freightliner Tri-axle 1222SD
2	Dump Truck	353-18	101 Ray Sanderson Dr	2018	International 7400 SBA 4x2 single axle
3	Side by Side	299-16	101 Ray Sanderson Dr	2016	Polaris Ranger XP900
4	Backhoe	336-18	101 Ray Sanderson Dr	2018	John Deere 310HL
5	Mini Excavator	246-18	101 Ray Sanderson Dr	2018	Caterpillar 305E2
6	Truck	360-17	101 Ray Sanderson Dr	2017	Dodge Ram 3500 1ton Crew Cab w/Service Body
7	Side by Side	356-17	101 Ray Sanderson Dr	2017	John Deere XUV560 Gator
8	Skid Steer	372-16	101 Ray Sanderson Dr	2016	CAT 299D2 XPS Track Loader
9	Truck	351-17	101 Ray Sanderson Dr	2017	Dodge Ram 3500 1ton Crew Cab w/Dump Bed
10	Vacuum Truck	350-18	101 Ray Sanderson Dr	2018	Freightliner C&C VACALL AJV1015 Vacuum Truck
11	Evacuator	326-16	101 Ray Sanderson Dr	2016	Vactron LP Mini 373GT Vacuum System
12	Truck	309-20	101 Ray Sanderson Dr	2020	Ford F150 XL Super crew 4x4
13	Truck	217-19	101 Ray Sanderson Dr	2019	Dodge Ram 1500 4x4
14	Side by Side	256-99	101 Ray Sanderson Dr	1999	John Deere Gator 6-wheel
15	Trailer	287-12	101 Ray Sanderson Dr	2012	Utility Trailer 77x16 1500lbs
16	Evacuator	222-15	101 Ray Sanderson Dr	2015	Volvo EC140EL Excavator
17	Trailer	223-15	101 Ray Sanderson Dr	2015	Winston 20ton Lowboy trailer
18	Dump Truck	231-16	101 Ray Sanderson Dr	2016	International 7500
19	Truck	232-11	101 Ray Sanderson Dr	2011	Ford F250 Super Duty w/Service Body
20	Mower	234-16	101 Ray Sanderson Dr	2016	Kubota ZD1011 48" Zero turn
21	Mower	235-16	101 Ray Sanderson Dr	2016	Kubota ZD1021 60" Zero turn
22	Truck	243-07	101 Ray Sanderson Dr	2007	Ford F150
23	Tractor	243-14	101 Ray Sanderson Dr	2014	Kubota 4WD ROPS Tractor w/hydraulic shuttle
24	Backhoe	244-14	101 Ray Sanderson Dr	2014	CAT 430F Backhoe Loader
25	Dump Truck	263-13	101 Ray Sanderson Dr	2013	Freightliner M2106
26	Trailer	269-18	101 Ray Sanderson Dr	2018	Winston 20ton Lowboy trailer
27	Loader	275-13	101 Ray Sanderson Dr	2013	Komatsu WA200PZ 6-wheel Loader
28	Truck	276-14	101 Ray Sanderson Dr	2014	Dodge Ram 3500 1ton Crew Cab w/Service Body
29	Trailer	288-14	101 Ray Sanderson Dr	2014	P&T 14000lb Equipment Trailer 82x16x4
30	Truck	345-18	101 Ray Sanderson Dr	2018	Dodge Ram 1500 4x4

STATE OF ALABAMA
COUNTY OF MADISON

CERTIFICATION

I, Emory DeBord, Secretary/Treasurer of the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities, Alabama do hereby certify under my name and seal that the above and foregoing is a true and correct copy of said Resolution #WWB-120-2025 on file in the office of the Secretary/Treasurer of the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities as the same and was officially enacted and promulgated by the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities, the governing body of said Municipality, on the 21st day of July, 2025, and that said Resolution #WWB-120-2025 was in full force and effect on the 21st day of July, 2025, and has continued in existence down to the date of this certification.

IN WITNESS WHEREOF, I have hereon subscribed my name and affixed the Corporate Seal of the Water and Wastewater Board of the City of Madison on this the 22nd Day of July 2025.



Emory DeBord, Secretary/Treasurer
Water and Wastewater Board of the City
of Madison, Alabama dba Madison Utilities

ORDINANCE NO. 2025-205

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 June 18, 2025, 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:

BEING A PORTION OF TRACT 1 OF TALL OAKS SUBDIVISION AS PER A PLAT RECORDED IN PLAT BOOK 19, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BROWNS FERRY ROAD AND BEING THE SOUTHERNMOST CORNER OF SAID TRACT 1;

THENCE RUN NORTH 45 DEGREES 54 MINUTES 39 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF BROWNS FERRY ROAD AND A SOUTHERLY LINE OF SAID TRACT 1 A DISTANCE OF 65.80 FEET TO A 1/2 INCH REBAR CAPPED "HSM CA#1031";

THENCE NORTH 2 DEGREES 36 MINUTES 24 SECONDS EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BROWNS FERRY ROAD AND SAID SOUTHERLY LINE OF TRACT 1 A DISTANCE OF 852.18 FEET ALONG THE WESTERLY LINE OF SAID TRACT 1 TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 8,075.00 FEET, A DELTA ANGLE OF 1 DEGREE 21 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 85 DEGREES 30 MINUTES 51 SECONDS EAST, AND A CHORD DISTANCE OF 191.07 FEET, AND BEING A 1/2 INCH REBAR CAPPED "HSM CA#1031" LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GILLESPIE ROAD;

THENCE LEAVING SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 191.08 FEET TO A CONCRETE MONUMENT;

THENCE NORTH 79 DEGREES 06 MINUTES 15 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 148.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 7,940.00 FEET, A DELTA ANGLE OF 2 DEGREES 23 MINUTES 23 SECONDS, A CHORD BEARING OF NORTH 86 DEGREES 01 MINUTE 55 SECONDS EAST, AND A CHORD DISTANCE OF 331.15 FEET, AND BEING A CONCRETE MONUMENT;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 331.17 FEET TO A 1/2 INCH REBAR CAPPED "HSM CA#1031";

THENCE SOUTH 88 DEGREES 26 MINUTES 07 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 720.88 FEET TO A 5/8 INCH REBAR CAPPED "GILBERT 0319" BEING AN EASTERLY LINE OF SAID TRACT 1;

THENCE SOUTH 0 DEGREES 54 MINUTES 40 SECONDS WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID EASTERLY LINE OF TRACT 1 A DISTANCE OF 439.37 FEET TO A 5/8 INCH REBAR ON THE SOUTHERLY LINE OF SAID TRACT 1;

THENCE NORTH 88 DEGREES 20 MINUTES 38 SECONDS WEST LEAVING SAID EASTERLY LINE A DISTANCE OF 1,347.40 FEET TO A 1/2 INCH REBAR CAPPED "HSM CA#1031";

THENCE SOUTH 2 DEGREES 36 MINUTES 24 SECONDS WEST ALONG A EASTERLY LINE OF TRACT 1 A DISTANCE OF 543.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 609,052 SQUARE FEET OR 13.98 ACRES, MORE OR LESS.

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:

BEING A PORTION OF TRACT 1 OF TALL OAKS SUBDIVISION AS PER A PLAT RECORDED IN PLAT BOOK 19, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BROWNS FERRY ROAD AND BEING THE SOUTHERNMOST CORNER OF SAID TRACT 1;

THENCE RUN NORTH 45 DEGREES 54 MINUTES 39 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF BROWNS FERRY ROAD AND A SOUTHERLY LINE OF SAID TRACT 1 A DISTANCE OF 65.80 FEET TO A 1/2 INCH REBAR CAPPED "HSM CA#1031";

THENCE NORTH 2 DEGREES 36 MINUTES 24 SECONDS EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF BROWNS FERRY ROAD AND SAID SOUTHERLY LINE OF TRACT 1 A DISTANCE OF 852.18 FEET ALONG THE WESTERLY LINE OF SAID TRACT 1 TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 8,075.00 FEET, A DELTA ANGLE OF 1 DEGREE 21 MINUTES 21 SECONDS, A CHORD BEARING OF NORTH 85 DEGREES 30 MINUTES 51 SECONDS EAST, AND A CHORD DISTANCE OF 191.07 FEET, AND BEING A 1/2 INCH REBAR CAPPED "HSM CA#1031" LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GILLESPIE ROAD;

THENCE LEAVING SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 191.08 FEET TO A CONCRETE MONUMENT;

THENCE NORTH 79 DEGREES 06 MINUTES 15 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 148.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 7,940.00 FEET, A DELTA ANGLE OF 2 DEGREES 23 MINUTES 23 SECONDS, A CHORD BEARING OF NORTH 86 DEGREES 01 MINUTE 55 SECONDS EAST, AND A CHORD DISTANCE OF 331.15 FEET, AND BEING A CONCRETE MONUMENT;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 331.17 FEET TO A 1/2 INCH REBAR CAPPED "HSM CA#1031";

THENCE SOUTH 88 DEGREES 26 MINUTES 07 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 720.88 FEET TO A 5/8 INCH REBAR CAPPED "GILBERT 0319" BEING AN EASTERLY LINE OF SAID TRACT 1;

THENCE SOUTH 0 DEGREES 54 MINUTES 40 SECONDS WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID EASTERLY LINE OF TRACT 1 A DISTANCE OF 439.37 FEET TO A 5/8 INCH REBAR ON THE SOUTHERLY LINE OF SAID TRACT 1;

THENCE NORTH 88 DEGREES 20 MINUTES 38 SECONDS WEST LEAVING SAID EASTERLY LINE A DISTANCE OF 1,347.40 FEET TO A 1/2 INCH REBAR CAPPED "HSM CA#1031";

THENCE SOUTH 2 DEGREES 36 MINUTES 24 SECONDS WEST ALONG A EASTERLY LINE OF TRACT 1 A DISTANCE OF 543.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 609,052 SQUARE FEET OR 13.98 ACRES, MORE OR LESS.

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 7** 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 18th day of August 2025.

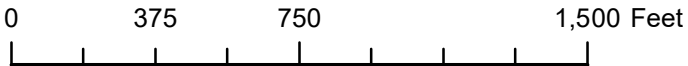
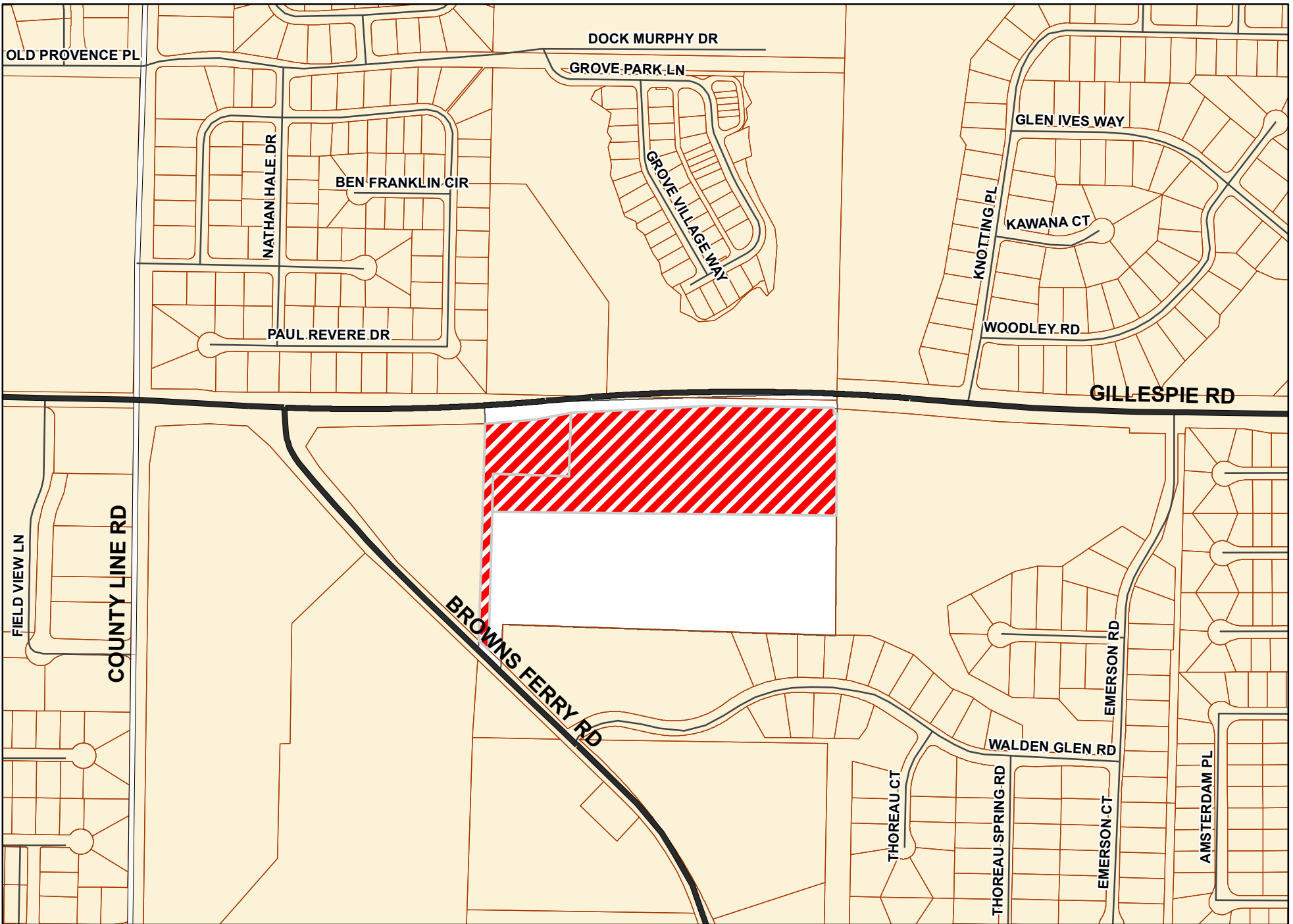
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Annexation



ORDINANCE NO. 2025-208

**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 June 13, 2025, 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:

**LOT 2C, GATLIN MANOR – A RESUBDIVISION OF LOTS 2B, 3A, 4A, AND 5 OF GATLIN MANOR – A
RESUBDIVISION OF GATLIN ACRES LOT 2 AND OTHER LANDS, PLAT BOOK L, PAGE 230**

**LOT 4B, GATLIN MANOR – A RESUBDIVISION OF LOTS 2B, 3A, 4A, AND 5 OF GATLIN MANOR – A
RESUBDIVISION OF GATLIN ACRES LOT 2 AND OTHER LANDS, PLAT BOOK L, PAGE 230**

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:

LOT 2C, GATLIN MANOR – A RESUBDIVISION OF LOTS 2B, 3A, 4A, AND 5 OF GATLIN MANOR – A RESUBDIVISION OF GATLIN ACRES LOT 2 AND OTHER LANDS, PLAT BOOK L, PAGE 230

LOT 4B, GATLIN MANOR – A RESUBDIVISION OF LOTS 2B, 3A, 4A, AND 5 OF GATLIN MANOR – A RESUBDIVISION OF GATLIN ACRES LOT 2 AND OTHER LANDS, PLAT BOOK L, PAGE 230

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 18th day of August 2025.

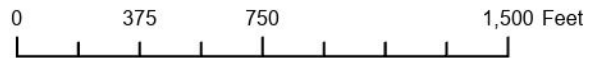
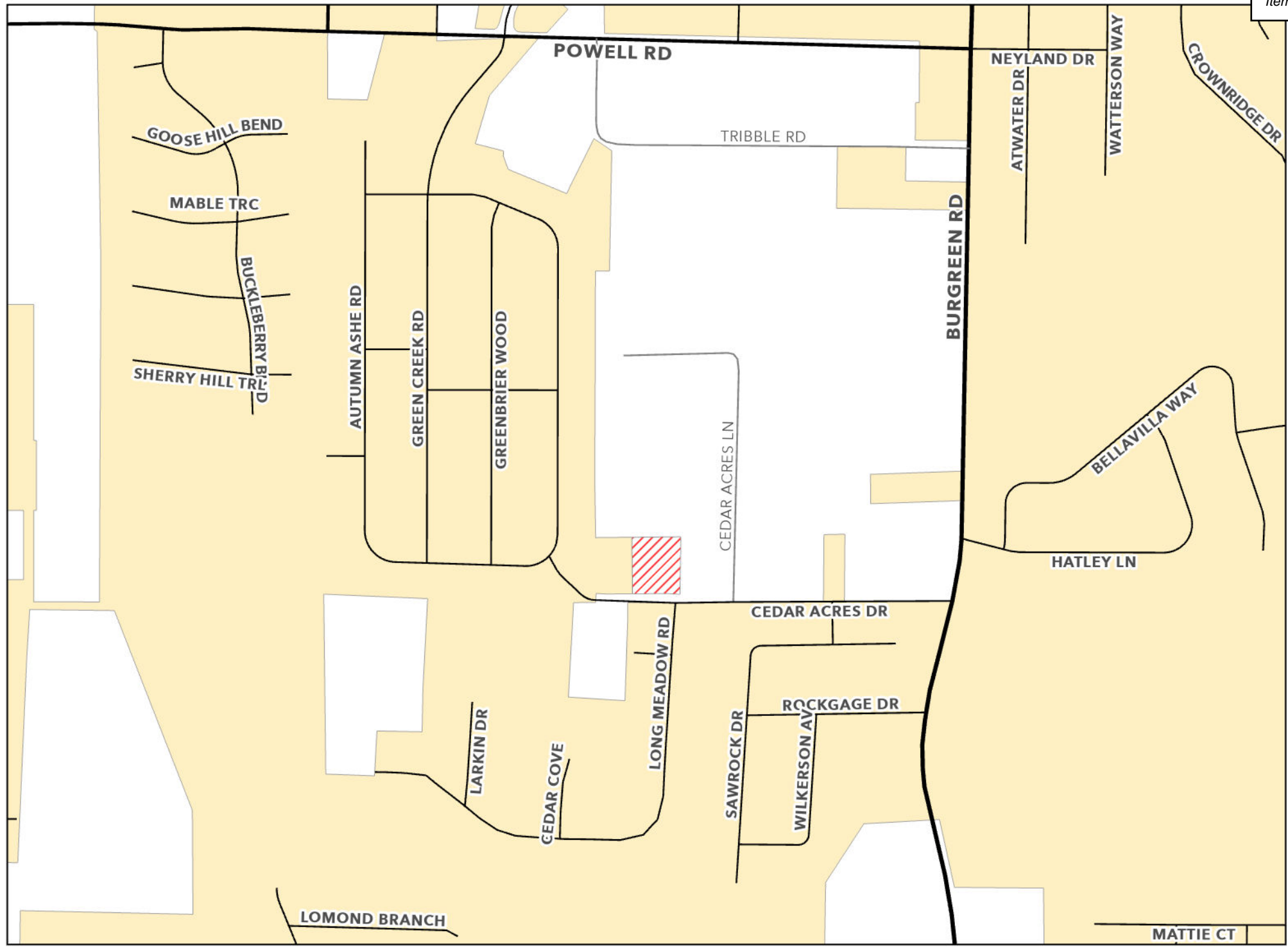
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of August 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Annexation

ORDINANCE NO. 2025-253

**VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN
LOTS 40-41, 44-45, 47-50, AND 85-86 OF
HERITAGE HILLS PHASE 3 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 **Tennessee Valley Communities, LLC**, requesting the vacation of a portion of a utility and drainage easement located within Lots 40-41, 44-45, 47-50, and 85-86 of Heritage Hills Phase 3 Subdivision and further described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) MARKING THE SOUTHWEST CORNER OF LOT 40 AND THE SOUTHEAST CORNER OF LOT 41 OF THE FINAL PLAT OF "HERITAGE HILLS PHASE 3" AS RECORDED IN PLAT BOOK L PAGE 198, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF SHERRY HILL TRAIL (50' PUBLIC RIGHT-OF-WAY) AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,155.94', EAST: 363,111.20'; THENCE LEAVING SAID NORTH MARGIN AND ALONG THE COMMON LOT LINE OF SAID LOTS 40 & 41 OF SAID HERITAGE HILLS PHASE 3 (PB L PG 198), NORTH 06 DEGREES 51 MINUTES 29 SECONDS EAST, 126.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,281.04', EAST: 363,126.25';

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE, NORTH 83 DEGREES 08 MINUTES 31 SECONDS WEST, 5.00 FEET TO A POINT; THENCE NORTH 06 DEGREES 51 MINUTES 29 SECONDS EAST, 4.00 FEET TO A POINT; THENCE SOUTH 83 DEGREES 08 MINUTES 31 SECONDS EAST, 10.00 FEET TO A POINT; THENCE SOUTH 06 DEGREES 51 MINUTES 29 SECONDS WEST, 4.00 FEET TO A POINT; THENCE NORTH 83 DEGREES 08 MINUTES 31 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 40 SQUARE FEET, MORE OR LESS.

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) MARKING THE SOUTHWEST CORNER OF LOT 44 AND THE SOUTHEAST CORNER OF LOT 45 OF THE FINAL PLAT OF "HERITAGE HILLS PHASE 3" AS RECORDED IN PLAT BOOK L PAGE 198, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF SHERRY HILL TRAIL (50' PUBLIC RIGHT-OF-WAY) AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,222.37' EAST: 362,736.45'; THENCE, LEAVING SAID NORTH MARGIN AND ALONG THE COMMON LOT LINE OF SAID LOTS 44 & 45 OF SAID HERITAGE HILLS PHASE 3 (PB L PG 198), NORTH 06 DEGREES 51 MINUTES 29 SECONDS EAST, 104.80 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,326.42', EAST: 362,748.97';

THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE, NORTH 83 DEGREES 08 MINUTES 31 SECONDS WEST, 5.00 FEET TO A POINT; THENCE NORTH 06 DEGREES 51 MINUTES 29 SECONDS EAST, 4.00 FEET TO A POINT; THENCE SOUTH 83 DEGREES 08 MINUTES 31 SECONDS EAST, 10.00 FEET TO A POINT; THENCE SOUTH 06 DEGREES 51 MINUTES 29 SECONDS WEST, 4.00 FEET TO A POINT; THENCE NORTH 83 DEGREES 08 MINUTES 31 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 40 SQUARE FEET, MORE OR LESS.

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) MARKING THE NORTHEAST CORNER OF LOT 47 AND THE NORTHWEST CORNER OF LOT 48 OF THE FINAL PLAT OF "HERITAGE HILLS PHASE 3" AS RECORDED IN PLAT BOOK L PAGE 198, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND LYING ON THE SOUTH RIGHT-OF-WAY MARGIN OF SHERRY HILL TRAIL (50' PUBLIC RIGHT-OF-WAY) AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH:

1,533,142.67' EAST: 362,753.92'; THENCE, LEAVING SAID SOUTH MARGIN AND ALONG THE COMMON LOT LINE OF SAID LOTS 47 & 48 OF SAID HERITAGE HILLS PHASE 3 (PB L PG 198), SOUTH 06 DEGREES 51 MINUTES 29 SECONDS WEST, 131.82 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,011.79', EAST: 363,738.18';

THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE, SOUTH 83 DEGREES 01 MINUTES 08 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 06 DEGREES 51 MINUTES 29 SECONDS WEST, 8.00 FEET TO A POINT; THENCE NORTH 83 DEGREES 01 MINUTES 08 SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 06 DEGREES 51 MINUTES 29 SECONDS EAST, 8.00 FEET TO A POINT; THENCE SOUTH 83 DEGREES 01 MINUTE 08 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 80 SQUARE FEET, MORE OR LESS.

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) MARKING THE NORTHEAST CORNER OF LOT 49 AND THE NORTHWEST CORNER OF LOT 50 OF THE FINAL PLAT OF "HERITAGE HILLS PHASE 3" AS RECORDED IN PLAT BOOK L PAGE 198, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND LYING ON THE SOUTH RIGHT-OF-WAY MARGIN OF SHERRY HILL TRAIL (50' PUBLIC RIGHT-OF-WAY) AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,125.78' EAST: 362,943.26'; THENCE, LEAVING SAID SOUTH MARGIN AND ALONG THE COMMON LOT LINE OF SAID LOTS 49 & 50 OF SAID HERITAGE HILLS PHASE 3 (PB L PG 198), SOUTH 06 DEGREES 51 MINUTES 29 SECONDS WEST, 142.07 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,532,984.73', EAST: 362,926.30';

THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE, SOUTH 83 DEGREES 01 MINUTE 08 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 06 DEGREES 51 MINUTES 29 SECONDS WEST, 4.00 FEET TO A POINT; THENCE NORTH 83 DEGREES 01 MINUTES 08 SECONDS WEST, 10.00 FEET TO A POINT; THENCE NORTH 06 DEGREES 51 MINUTES 29 SECONDS EAST, 4.00 FEET TO A POINT; THENCE

SOUTH 83 DEGREES 01 MINUTE 08 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 40 SQUARE FEET, MORE OR LESS.

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) MARKING THE SOUTHWEST CORNER OF LOT 85 AND THE SOUTHEAST CORNER OF LOT 86 OF THE FINAL PLAT OF "HERITAGE HILLS PHASE 3" AS RECORDED IN PLAT BOOK L PAGE 198, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF SHERRY HILL TRAIL (50' PUBLIC RIGHT-OF-WAY) AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,139.66' EAST: 363,410.85'; THENCE, LEAVING SAID NORTH MARGIN AND ALONG THE COMMON LOT LINE OF SAID LOTS 85 & 86 OF SAID HERITAGE HILLS PHASE 3 (PB L PG 198), NORTH 00 DEGREES 23 MINUTES 29 SECONDS EAST, 145.23 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,284.88', EAST: 363,411.84';

THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE, SOUTH 87 DEGREES 45 MINUTES 51 SECONDS WEST, 5.01 FEET TO A POINT; THENCE NORTH 00 DEGREES 23 MINUTES 29 SECONDS EAST, 4.00 FEET TO A POINT; THENCE NORTH 87 DEGREES 45 MINUTES 51 SECONDS EAST, 10.01 FEET TO A POINT; THENCE SOUTH 00 DEGREES 23 MINUTES 29 SECONDS WEST, 4.00 FEET TO A POINT; THENCE SOUTH 87 DEGREES 45 MINUTE 51 SECONDS WEST, 5.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 40 SQUARE FEET, MORE OR LESS.

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

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

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

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

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

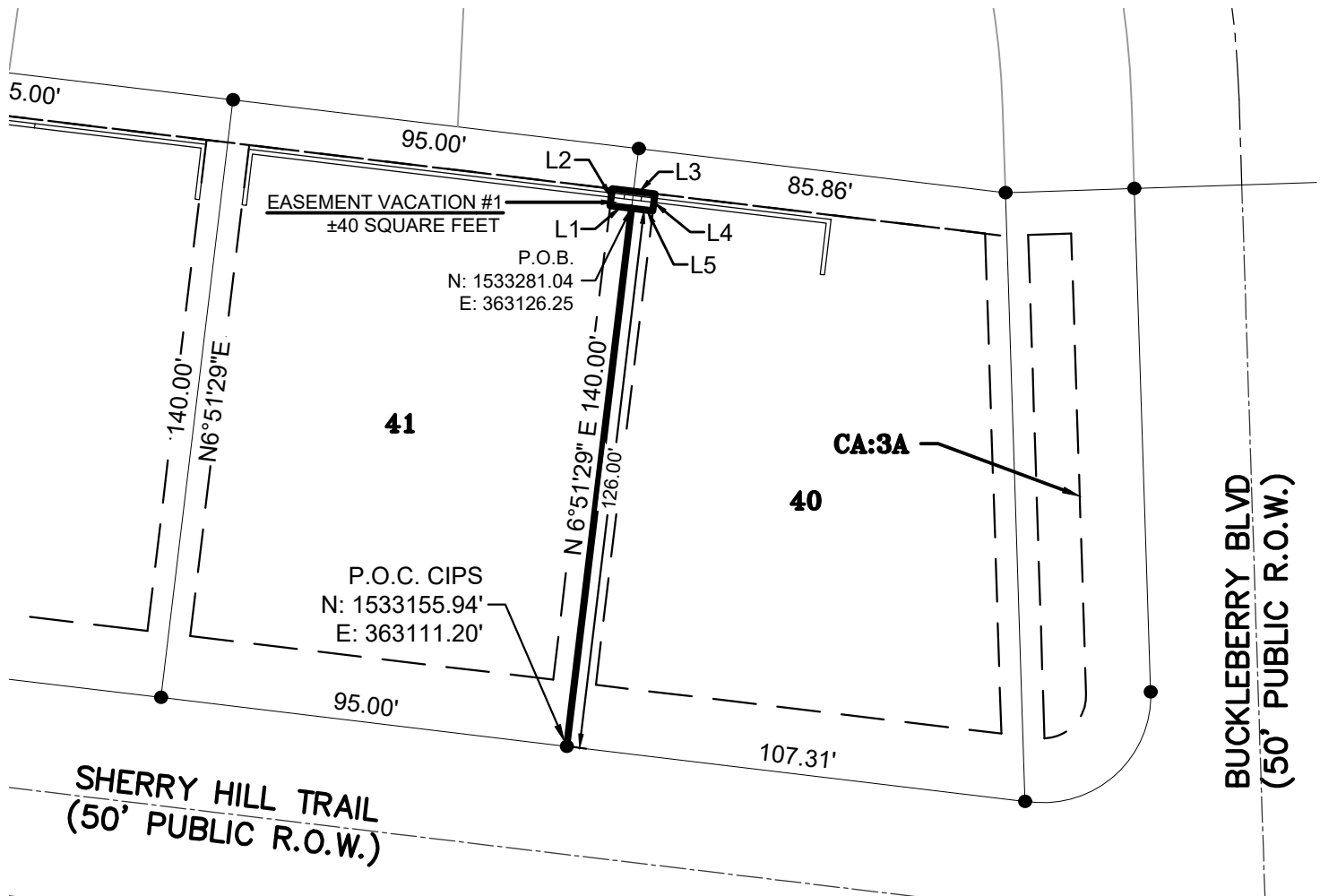
ATTEST:

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

APPROVED this ____ day of September 2025.

Paul Finley, Mayor
City of Madison, Alabama

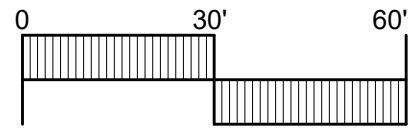
EXHIBIT 1-B
EASEMENT VACATION LOTS 40 & 41



GENERAL NOTES:

1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SOURCES OF INFORMATION: HERITAGE HILLS - PHASE 3 PB L PG 198

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N 83°08'31" W	5.00'
L2	N 6°51'29" E	4.00'
L3	S 83°08'31" E	10.00'
L4	S 6°51'29" W	4.00'
L5	N 83°08'31" W	5.00'



DRAWN BY: JCB

FIELD CREW: BJ

FIELD DATE: 12.10.24

OFFICE DATE: 07.11.25

CHECKED BY: ASM

SHEET: 2 OF 10

JOB NO: 21-001

EASEMENT VACATION EXHIBIT

HERITAGE HILLS PHASE 3

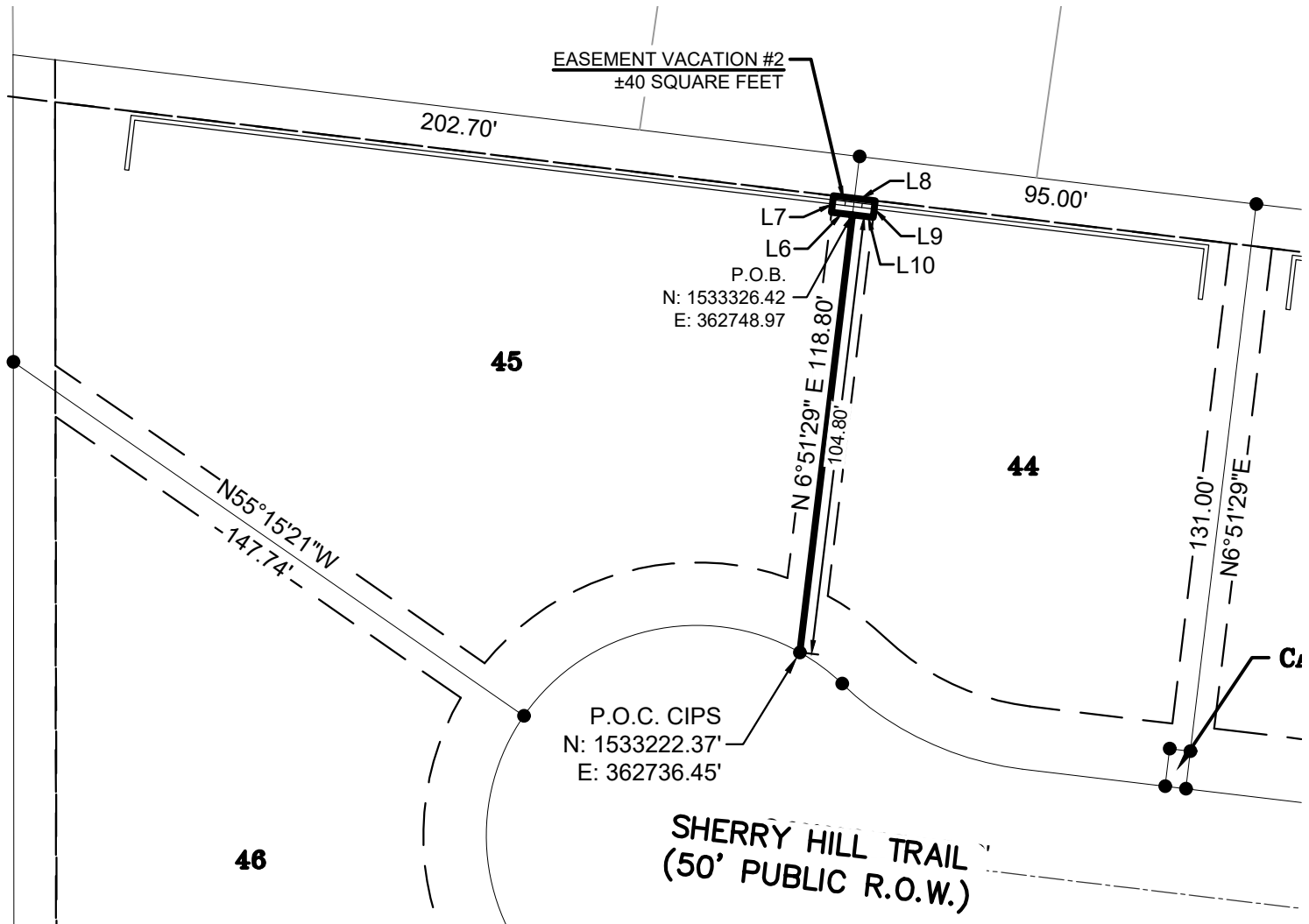
PLAT BOOK L PAGE 198

CITY OF MADISON, ALABAMA

SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST

2^{THE}
POINT
 INCORPORATED

EXHIBIT 2-B EASEMENT VACATION LOTS 44 & 45

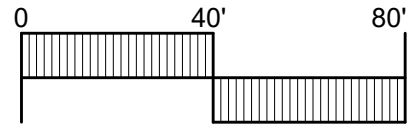


LINE TABLE

NUMBER	DIRECTION	LENGTH
L6	N 83°08'31" W	5.00'
L7	N 6°51'29" E	4.00'
L8	S 83°08'31" E	10.00'
L9	S 6°51'29" W	4.00'
L10	N 83°08'31" W	5.00'

GENERAL NOTES:

1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SOURCES OF INFORMATION: HERITAGE HILLS - PHASE 3 PB L PG 198



DRAWN BY: JCB

FIELD CREW: BJ

FIELD DATE: 12.10.24

OFFICE DATE: 07.11.25

CHECKED BY: ASM

SHEET: 4 OF 10

JOB NO: 21-001

EASEMENT VACATION EXHIBIT

HERITAGE HILLS PHASE 3

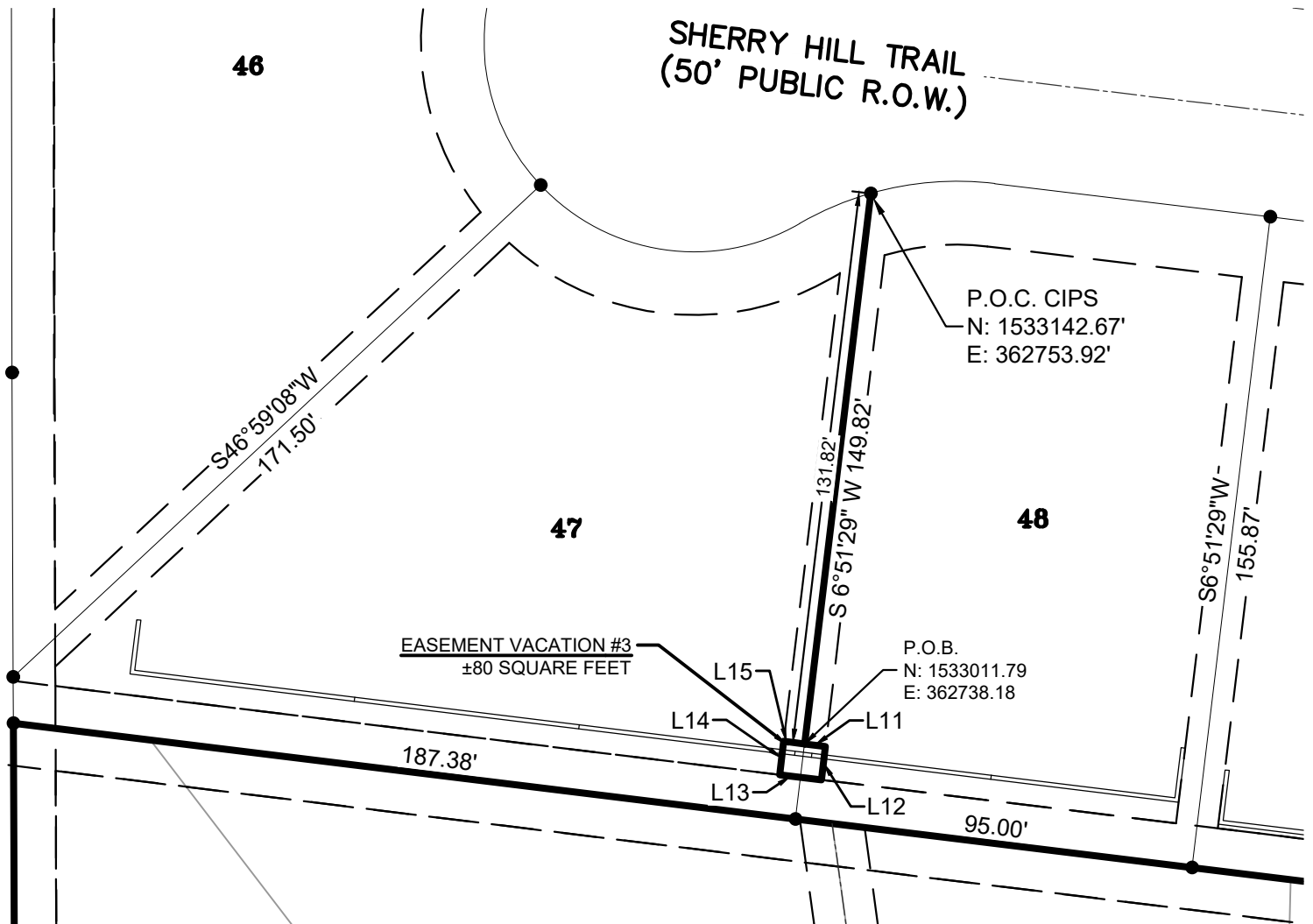
PLAT BOOK L PAGE 198

CITY OF MADISON, ALABAMA

SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST

2ND POINT
INCORPORATED

EXHIBIT 3-B
EASEMENT VACATION LOTS 47 & 48

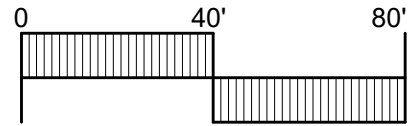


LINE TABLE

NUMBER	DIRECTION	LENGTH
L11	S 83°01'08" E	5.00'
L12	S 6°51'29" W	8.00'
L13	N 83°01'08" W	10.00'
L14	N 6°51'29" E	8.00'
L15	S 83°01'08" E	5.00'

GENERAL NOTES:

1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SOURCES OF INFORMATION: HERITAGE HILLS - PHASE 3 PB L PG 198



DRAWN BY: JCB

FIELD CREW: BJ

FIELD DATE: 12.10.24

OFFICE DATE: 07.11.25

CHECKED BY: ASM

SHEET: 6 OF 10

JOB NO: 21-001

EASEMENT VACATION EXHIBIT

HERITAGE HILLS PHASE 3

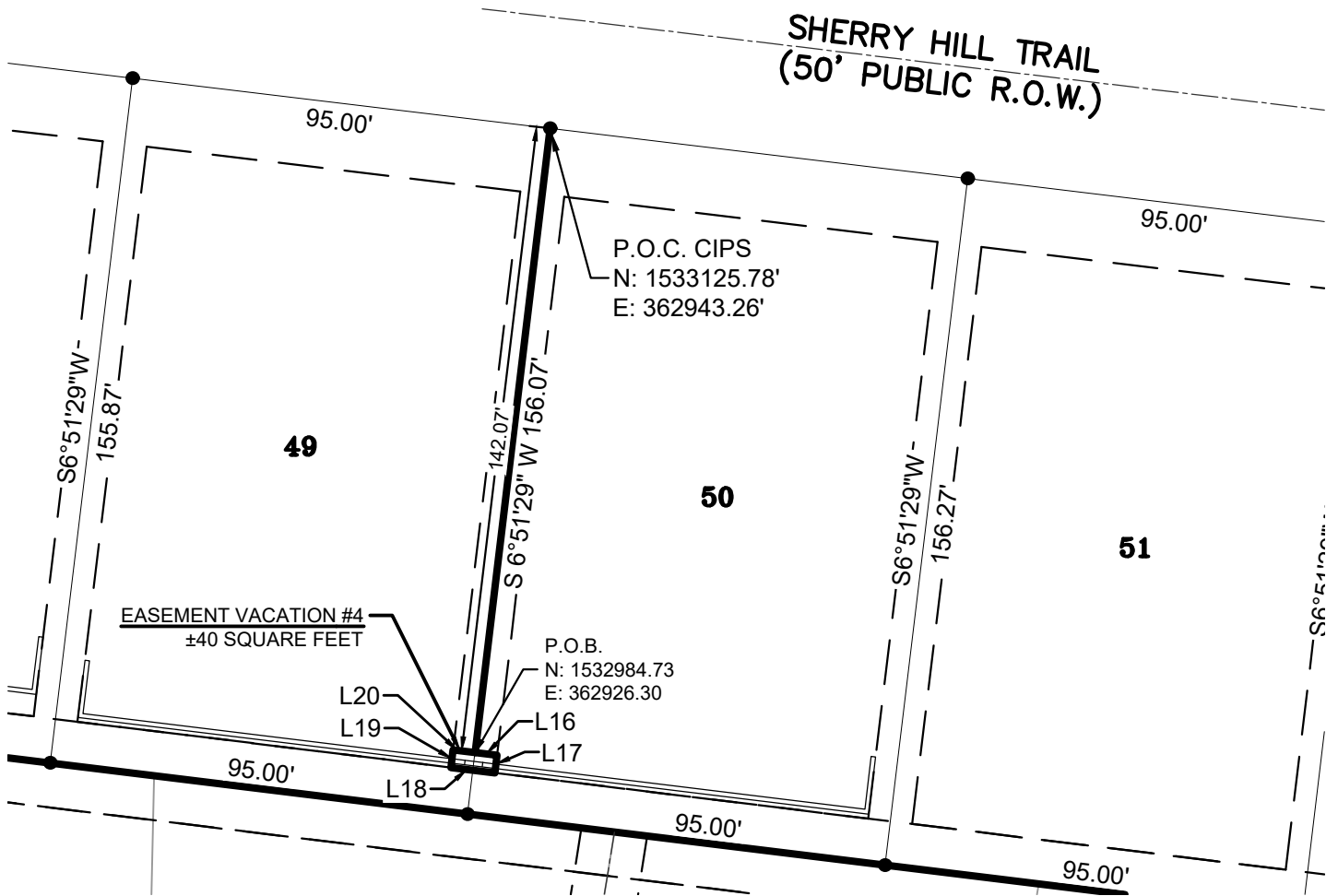
PLAT BOOK L PAGE 198

CITY OF MADISON, ALABAMA

SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST



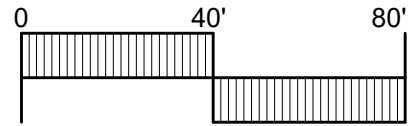
EXHIBIT 4-B
EASEMENT VACATION LOTS 49 & 50



GENERAL NOTES:

1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SOURCES OF INFORMATION: HERITAGE HILLS - PHASE 3 PB L PG 198

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L16	S 83°01'08" E	5.00'
L17	S 6°51'29" W	4.00'
L18	N 83°01'08" W	10.00'
L19	N 6°51'29" E	4.00'
L20	S 83°01'08" E	5.00'



DRAWN BY: JCB

FIELD CREW: BJ

FIELD DATE: 12.10.24

OFFICE DATE: 07.11.25

CHECKED BY: ASM

SHEET: 8 OF 10

JOB NO: 21-001

EASEMENT VACATION EXHIBIT

HERITAGE HILLS PHASE 3

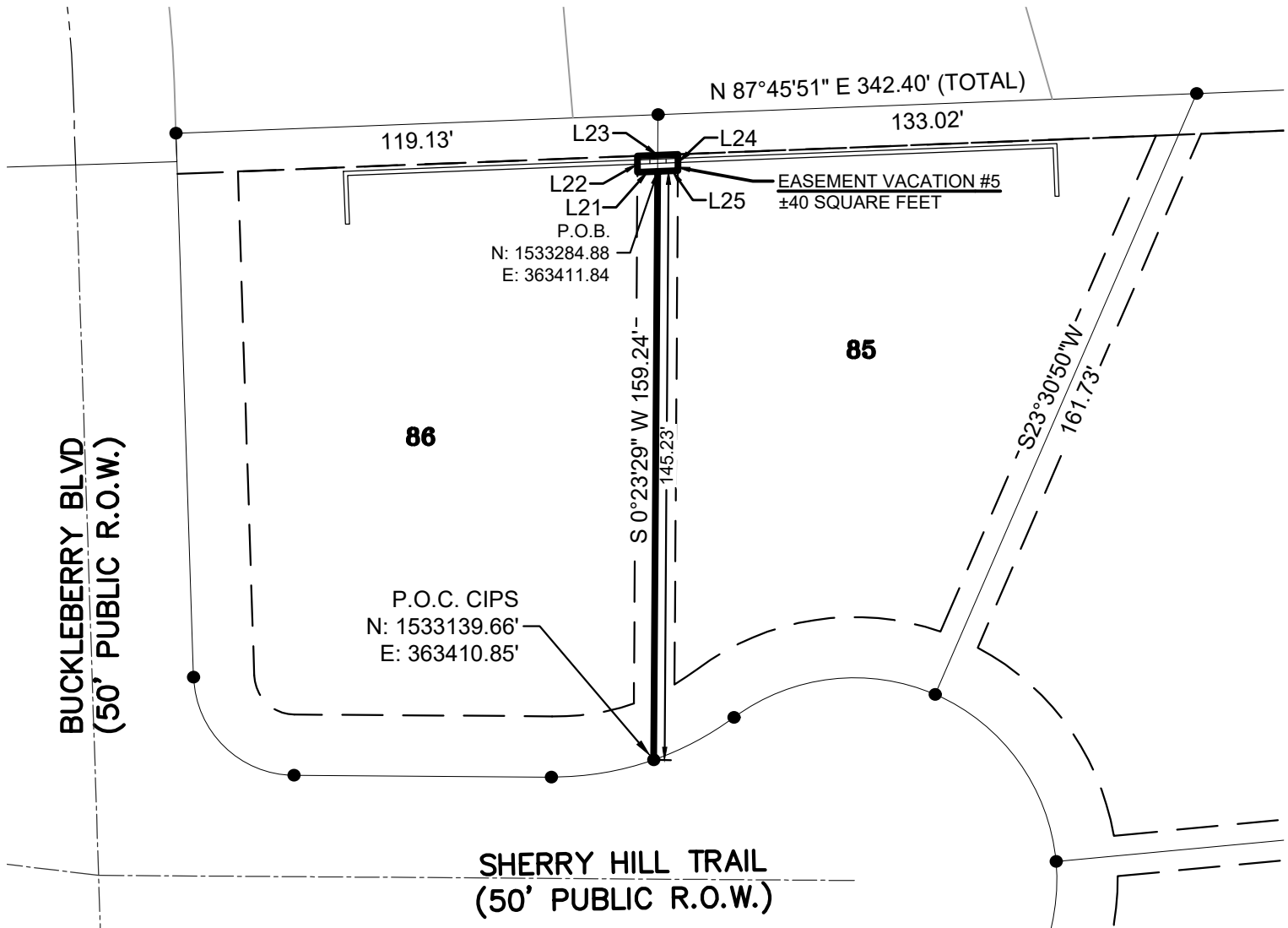
PLAT BOOK L PAGE 198

CITY OF MADISON, ALABAMA

SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST



EXHIBIT 5-B
EASEMENT VACATION LOTS 85 & 86

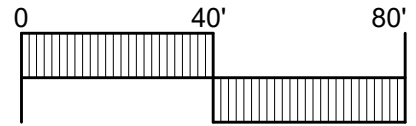


LINE TABLE

NUMBER	DIRECTION	LENGTH
L21	S 87°45'51" W	5.01'
L22	N 0°23'29" E	4.00'
L23	N 87°45'51" E	10.01'
L24	S 0°23'29" W	4.00'
L25	S 87°45'51" W	5.01'

GENERAL NOTES:

1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SOURCES OF INFORMATION: HERITAGE HILLS - PHASE 3 PB L PG 198



DRAWN BY: JCB

FIELD CREW: BJ

FIELD DATE: 12.10.24

OFFICE DATE: 07.11.25

CHECKED BY: ASM

SHEET: 10 OF 10

JOB NO: 21-001

EASEMENT VACATION EXHIBIT

HERITAGE HILLS PHASE 3

PLAT BOOK L PAGE 198

CITY OF MADISON, ALABAMA

SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST



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

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

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

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8” CAPPED IRON PIN (2TP) MARKING THE SOUTHWEST CORNER OF LOT 40 AND THE SOUTHEAST CORNER OF LOT 41 OF THE FINAL PLAT OF “HERITAGE HILLS PHASE 3” AS RECORDED IN PLAT BOOK L PAGE 198, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF SHERRY HILL TRAIL (50’ PUBLIC RIGHT-OF-WAY) AND HAVING STATE PLANE COORDINANTES (EAST ZONE, NAD ’83) OF NORTH: 1,533,155.94’, EAST: 363,111.20’ ; THENCE LEAVING SAID NORTH MARGIN AND ALONG THE COMMON LOT LINE OF SAID LOTS 40 & 41 OF SAID HERITAGE HILLS PHASE 3 (PB L PG 198), NORTH 06 DEGREES 51 MINUTES 29 SECONDS EAST, 126.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD ’83) OF NORTH: 1,533281.04’, EAST: 363,126.25’;

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE, NORTH 83 DEGREES 08 MINUTES 31 SECONDS WEST, 5.00 FEET TO A POINT; THENCE NORTH 06 DEGREES 51 MINUTES 29 SECONDS EAST, 4.00 FEET TO A POINT; THENCE SOUTH 83 DEGREES 08 MINUTES 31 SECONDS EAST, 10.00 FEET TO A POINT; THENCE SOUTH 06 DEGREES 51 MINUTES 29 SECONDS WEST, 4.00 FEET TO A POINT; THENCE NORTH 83 DEGREES 08 MINUTES 31 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 40 SQUARE FEET, MORE OR LESS.

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) MARKING THE SOUTHWEST CORNER OF LOT 44 AND THE SOUTHEAST CORNER OF LOT 45 OF THE FINAL PLAT OF "HERITAGE HILLS PHASE 3" AS RECORDED IN PLAT BOOK L PAGE 198, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF SHERRY HILL TRAIL (50' PUBLIC RIGHT-OF-WAY) AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,222.37' EAST: 362,736.45'; THENCE, LEAVING SAID NORTH MARGIN AND ALONG THE COMMON LOT LINE OF SAID LOTS 44 & 45 OF SAID HERITAGE HILLS PHASE 3 (PB L PG 198), NORTH 06 DEGREES 51 MINUTES 29 SECONDS EAST, 104.80 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,326.42', EAST: 362,748.97';

THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE, NORTH 83 DEGREES 08 MINUTES 31 SECONDS WEST, 5.00 FEET TO A POINT; THENCE NORTH 06 DEGREES 51 MINUTES 29 SECONDS EAST, 4.00 FEET TO A POINT; THENCE SOUTH 83 DEGREES 08 MINUTES 31 SECONDS EAST, 10.00 FEET TO A POINT; THENCE SOUTH 06 DEGREES 51 MINUTES 29 SECONDS WEST, 4.00 FEET TO A POINT; THENCE NORTH 83 DEGREES 08 MINUTES 31 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 40 SQUARE FEET, MORE OR LESS.

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3

WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) MARKING THE
NORTHEAST CORNER OF LOT 47 AND THE NORTHWEST CORNER OF LOT
48 OF THE FINAL PLAT OF "HERITAGE HILLS PHASE 3" AS RECORDED IN
PLAT BOOK L PAGE 198, IN THE OFFICE OF THE JUDGE OF PROBATE OF
LIMESTONE COUNTY, ALABAMA AND LYING ON THE SOUTH RIGHT-OF-
WAY MARGIN OF SHERRY HILL TRAIL (50' PUBLIC RIGHT-OF-WAY) AND
HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH:
1,533,142.67' EAST: 362,753.92'; THENCE, LEAVING SAID SOUTH MARGIN
AND ALONG THE COMMON LOT LINE OF SAID LOTS 47 & 48 OF SAID
HERITAGE HILLS PHASE 3 (PB L PG 198), SOUTH 06 DEGREES 51 MINUTES
29 SECONDS WEST, 131.82 FEET TO THE POINT OF BEGINNING AND HAVING
STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH:
1,533,011.79', EAST: 363,738.18';

THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON
LOT LINE, SOUTH 83 DEGREES 01 MINUTES 08 SECONDS EAST, 5.00 FEET
TO A POINT; THENCE SOUTH 06 DEGREES 51 MINUTES 29 SECONDS WEST,
8.00 FEET TO A POINT; THENCE NORTH 83 DEGREES 01 MINUTES 08
SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 06 DEGREES 51
MINUTES 29 SECONDS EAST, 8.00 FEET TO A POINT; THENCE SOUTH 83
DEGREES 01 MINUTE 08 SECONDS EAST, 5.00 FEET TO THE POINT OF
BEGINNING.

CONTAINING 80 SQUARE FEET, MORE OR LESS.

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3
WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) MARKING THE
NORTHEAST CORNER OF LOT 49 AND THE NORTHWEST CORNER OF LOT
50 OF THE FINAL PLAT OF "HERITAGE HILLS PHASE 3" AS RECORDED IN
PLAT BOOK L PAGE 198, IN THE OFFICE OF THE JUDGE OF PROBATE OF
LIMESTONE COUNTY, ALABAMA AND LYING ON THE SOUTH RIGHT-OF-
WAY MARGIN OF SHERRY HILL TRAIL (50' PUBLIC RIGHT-OF-WAY) AND
HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH:
1,533,125.78' EAST: 362,943.26'; THENCE, LEAVING SAID SOUTH MARGIN
AND ALONG THE COMMON LOT LINE OF SAID LOTS 49 & 50 OF SAID
HERITAGE HILLS PHASE 3 (PB L PG 198), SOUTH 06 DEGREES 51 MINUTES
29 SECONDS WEST, 142.07 FEET TO THE POINT OF BEGINNING AND HAVING

STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,532,984.73', EAST: 362,926.30';

THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE, SOUTH 83 DEGREES 01 MINUTE 08 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 06 DEGREES 51 MINUTES 29 SECONDS WEST, 4.00 FEET TO A POINT; THENCE NORTH 83 DEGREES 01 MINUTES 08 SECONDS WEST, 10.00 FEET TO A POINT; THENCE NORTH 06 DEGREES 51 MINUTES 29 SECONDS EAST, 4.00 FEET TO A POINT; THENCE SOUTH 83 DEGREES 01 MINUTE 08 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 40 SQUARE FEET, MORE OR LESS.

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED IRON PIN (2TP) MARKING THE SOUTHWEST CORNER OF LOT 85 AND THE SOUTHEAST CORNER OF LOT 86 OF THE FINAL PLAT OF "HERITAGE HILLS PHASE 3" AS RECORDED IN PLAT BOOK L PAGE 198, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF SHERRY HILL TRAIL (50' PUBLIC RIGHT-OF-WAY) AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,139.66' EAST: 363,410.85'; THENCE, LEAVING SAID NORTH MARGIN AND ALONG THE COMMON LOT LINE OF SAID LOTS 85 & 86 OF SAID HERITAGE HILLS PHASE 3 (PB L PG 198), NORTH 00 DEGREES 23 MINUTES 29 SECONDS EAST, 145.23 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,533,284.88', EAST: 363,411.84';

THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE, SOUTH 87 DEGREES 45 MINUTES 51 SECONDS WEST, 5.01 FEET TO A POINT; THENCE NORTH 00 DEGREES 23 MINUTES 29 SECONDS EAST, 4.00 FEET TO A POINT; THENCE NORTH 87 DEGREES 45 MINUTES 51 SECONDS EAST, 10.01 FEET TO A POINT; THENCE SOUTH 00 DEGREES 23 MINUTES 29 SECONDS WEST, 4.00 FEET TO A POINT; THENCE SOUTH 87 DEGREES 45 MINUTE 51 SECONDS WEST, 5.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 40 SQUARE FEET, MORE OR LESS.

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

Quitclaim Deed
Heritage Hills Phase 3 VOE
Page 4 of 5

City of Madison, Alabama,
a municipal corporation

ATTEST:

Lisa D. Thomas
City Clerk-Treasurer

STATE OF ALABAMA

so

22

COUNTY OF MADISON

202

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 D. 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 September 2025.

Notary Public

RESOLUTION NO. 2025-259-R

**AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH CORE
DISTINCTION GROUP, LLC,
FOR A HOTEL MARKET FEASIBILITY STUDY**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Core Distinction Group, LLC, for a professional hotel market feasibility study for a downtown property, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 18th day of August 2025.

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

ATTEST:

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

APPROVED this ____ day of August 2025.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and among the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City;" Core Distinction Group located at 4098 State Road 21, Oshkosh, WI 54904 hereinafter referred to as "Consultant;" and Stewart Properties, Ltd., located at 549 Mill Road, Madison, Alabama 35758; hereinafter referred to as "Property Owner."

WITNESS TO:

WHEREAS, the City of Madison has sought professional services for a hotel market feasibility study for a downtown property; and

WHEREAS, said professional services will provide a public benefit to the City, and 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 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; and

WHEREAS, Property Owner owns a future potential hotel site and desires to participate in the study by funding a portion of the work;

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 and Property Owner: Conduct a hotel market feasibility study for the downtown property, said services to be administered according to Consultant's proposal dated July 22, 2025 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and

means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.

- D. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.
- G. If at any point during Consultant's research, should the market lack initial support for hotel development, Consultant will cease further research of this market. At this time Consultant would send a termination letter to the City and Property Owner highlighting the reasons for the lack of support for a hotel development in this market with a potential date for follow up in the future. If this rare situation takes place, City and Property Owner will not be responsible for the Final Payment.
- H. If the market lacks the initial support for a hotel development, the Retainer payment will stay in place for up to 2 (two) years from the date of the determination of support. At any point during the 2 (two) years, if the market gains enough demand to support a new hotel development, Consultant will complete the Comprehensive Hotel Market Feasibility Study.
- I. The Comprehensive Hotel Market Feasibility Study prepared by Consultant in the performance of its obligations under this Agreement shall be remitted to the City within seven (7) business days after Final Payment described in this Contract. Consultant shall not use, willingly allow, or cause to have such materials prepared exclusively for the City used for any purpose other than performance of Consultant's obligations under this contract without the prior written consent of the City. Prior to the Final Payment of this Agreement, all work and documents remain the property of the Consultant.

SECTION 2: EXPENSE STRUCTURE

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed seventeen thousand five hundred dollars (\$17,500) to be made payable to the Consultant subject to the terms set forth and upon approval by the City.
- B. Property Owner shall make a 50% retainer payment upon execution of this agreement.
- C. If, upon completion of Phase 1, it is determined that Phase 2 of the Scope of Work will not proceed, then City shall reimburse Property Owner for 50% of the retainer payment made in Section 2.B, terms net thirty (30) days.
- D. If it is determined that Phase 2 of the Scope of Work will proceed immediately upon completion of Phase 1, City shall pay the remaining 50% payment to Consultant upon completion and proper invoicing of the Phase 2 Scope of Work, terms net thirty (30) days.
- E. If it is determined that Phase 2 of the Scope of Work will proceed, subject to City and Property Owner authorization, within two years of completion of Phase 1, and subsequent to City's payment to Property Owner in Section 2.C., City and Property Owner shall each pay half of the remaining 50% payment to Consultant upon completion and proper invoicing of the Phase 2 Scope of Work, terms net thirty (30) days.
- F. 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 the parties enter into a written amendment to this Agreement for additional services.
- G. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- H. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City and Property Owner of all paid-for deliverables created by Consultant, and City and Property Owner shall be perpetually vested with full usage rights of the same.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City and Property Owner from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by negligent performance of professional services on the

part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

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

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, subcontractors and employees with per-project (general aggregate) policy limits of two million dollars (\$2,000,000.00) for each occurrence and in the general aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of one million dollars (\$1,000,000.00) each accident combined single limit for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall include the City and its employees, subcontractors and servants as additional insureds in said policies except Workers Compensation and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, or omissions in its performance of professional services with policy limits of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate.

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

SECTION 4: COMMENCEMENT; TERM

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

acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: TERMINATION

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

*Director
City of Madison Planning Department
100 Hughes Road
Madison, Alabama 35758*

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

All notices to Property Owner shall be addressed to:

*Stewart Properties, Ltd.
549 Mill Road
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*Jessica Junker
Core Distinction Group
Managing Partner
4098 State Road 21_
Oshkosh, WI 54904*

SECTION 11: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama without regard to any conflicts of laws provisions thereof.

SECTION 12: MISCELLANEOUS PROVISIONS

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

- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- E. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- F. To the extent allowed by law, City and Property Owner shall not disclose any confidential information of Consultant without Consultant's prior written consent, which shall not be unreasonably withheld. In the event that City and Property Owner are required by law or court order to disclose any Consultant information or confidential information gathered pursuant to this Agreement, City or Property Owner shall provide prior written notice and a copy of the information to be disclosed to Consultant, cooperate with Consultant to limit disclosures or obtain protective orders, and cooperate with Consultant to limit disclosures to the extent legally necessary to be disclosed.

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 _____, 2025.

Notary Public

**Core Distinction Group
Consultant**

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 _____ for Core Distinction Group, 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 _____, 2025.

Notary Public

Stewart Properties, Ltd.
Property Owner

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 _____ for Stewart Properties Ltd, 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 _____, 2025.

Notary Public

ATTACHMENT A

SCOPE OF WORK

A. GENERAL APPROACH

Consultant will schedule the project and conclude field work to review the market to determine the need for further research to be performed. At this time, the market research will show the following:

1. Should the market appear strong and supportive of a hotel development, Consultant will proceed with the completion of the Feasibility Study outlined below.
2. Should the market lack initial support for hotel development, Consultant would cease further research of this market. At this time, Consultant will communicate with City and send a termination letter to the City highlighting the reasons for the lack of support for a hotel development in this market with a potential date for follow up in the future.

B. GENERAL PROJECT EXPECTATIONS

The scope is to conduct a specific Comprehensive Hotel Market Feasibility Study for the possible development of a hotel for the City. Recommendations regarding the style and size of the hotel will be provided based upon demand and competitive supply factors. These factors can be weighted by certain project conditions. It is the understanding of the City and the Consultant that the following to be true:

1. The specific subject site for this hotel has not been identified at this time; more specific details about the site will be discussed upon commencement of this research.
2. The hotel product category has not yet been identified at this time.
3. The price category for this hotel has not yet been determined.
4. The size of the proposed hotel has not been identified at this time. Specific size suggestions will be made in this feasibility study report as determined by the size of the site, the demand sources, and competitive supply in the market.

C. GENERAL PROJECT RECOMMENDATIONS

It is the understanding of the City and the Consultant that the following recommendations will be included in the Comprehensive Hotel Market Feasibility Study:

1. Recommendations of the hotel product category or market segment based upon research, demand, and competitive supply factors will be provided by Consultant.

2. Recommendations of the hotel development's scale chain based upon research, demand, and competitive supply factors will be provided Consultant.
3. Recommendations of the hotel development's potential location or locations for the hotel project based upon research, demand, and competitive supply factors will be provided by Consultant.
4. Recommendations for the hotel development's amount of rooms or units based upon research, demand, and competitive supply factors will be provided by Consultant.
5. Recommendations for the amenities of the hotel development based upon research, demand, and competitive supply factors will be provided by Consultant.

D. TIMING

The Comprehensive Hotel Market Feasibility Study will be completed within 30 (thirty) days of the conclusion of Consultant's Field Work or Site Visit to the Market. Consultant will begin gathering preliminary research as soon as we receive your acceptance of this engagement letter and the retainer check; at which time, an exact start and completion date will be determined. Should there be any unforeseen delays which would change this completion date determined, Consultant will communicate with City accordingly.

E. FINAL REPORT & CHANGES

Consultant warrants that the report completed in connection with the Comprehensive Hotel Market Feasibility Study project will be prepared with the best of their knowledge of industry standards and processes for such reports. It is the understanding of City and the Consultant that at the time the report is complete, the following will commence:

1. Upon completion of the Comprehensive Hotel Market Feasibility Study project, a "draft" version of the report will be presented for City review.
2. At this time, the remaining balance due of this Agreement will be required for Consultant to release a final version of the study report, which is suitable for sharing with lenders, investors, etc.
3. If the final payment is not paid in full, the Comprehensive Hotel Market Feasibility Study report remains the property of Consultant until the final payment is made. Any use or distribution of the report is prohibited until the payment is made in full.
4. Upon review of the "pending" version of the report, Consultant will provide one complimentary revision to the report.
5. This revision is for minor changes only (i.e. spelling errors, punctuation, minor

additions, or deletions not affecting the report outcome).

6. City will receive the Final Comprehensive Hotel Market Feasibility Study within, equal to or less than the number of days taken by City to pay the Final Payment Invoice.

7. An electronic copy of the final report will be provided to you once final payment is received.

8. If Final Payment is not received by Consultant within 90 (ninety) days of City's invoice, Consultant retains the right to use the Comprehensive Hotel Market Feasibility Study retained in this Agreement at its own discretion.

9. Additional copies may be obtained at a reproduction cost.

COMPREHENSIVE HOTEL MARKET FEASIBILITY STUDY PROPOSAL AND SAMPLES



PREPARED BY

Jessica Junker - Managing Partner
j.junker@coredistinctiongroup.com
Offices in Wisconsin



TAKING THE FIRST STEP TO DEVELOP A NEW HOTEL

HOW CAN A NEW HOTEL IMPACT YOUR COMMUNITY?

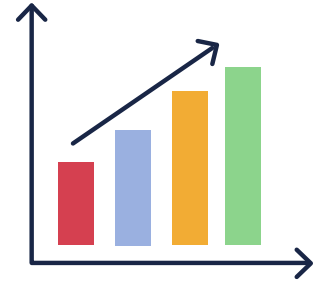
ESTIMATED ECONOMIC IMPACT

A new hotel in your community can have a very large Direct Economic Impact and an even larger Indirect Economic Impact. To help you understand this impact, Core Distinction Group compiles Estimated Economic Impact within our reporting. These estimates help community leaders understand the impact to the local economy and economic development. Below is a sample of what a new hotel can bring to your community:

DIRECT REVENUE

When considering the potential Direct Economic Impact of a new hotel in the community, look at the direct tax revenue the community is gaining from the project. This takes into consideration lodging/bed taxes (when applicable), sales taxes, and real estate taxes. Below you will find the estimated tax revenue* of this project broken out into each category (First Full Year Open):

NEW HOTEL REVENUE	\$2,277,283
NEW SALES TAX REVENUE	\$125,251
NEW LODGING/BED TAX REVENUE	\$159,410
NEW REAL ESTATE TAX REVENUE	\$110,291



*All taxes based on a new 62 room, upper mid-scale hotel, with an average daily rate of \$160.67 at 60.6% occupancy in the first full year of being open. Sales tax estimates based on 5.5% Sales Tax. Lodging tax estimates based on 7% Lodging Tax. Real Estate Taxes also an estimate based on Real Estate/Property Taxes from a past project of Core Distinction Group in Wisconsin.

FIRST FIVE YEARS OF INDIRECT REVENUE

When considering the potential Indirect Economic Impact of a new hotel in the community, look at the spending of the guest within the community. For the purpose of this summary, we have identified the potential spending on food/dining, entertainment/activities and alcoholic beverages (if applicable). Below you will find the estimated revenue** brought into your community directly and indirectly by a new hotel broken down into each category (First Five Full Years Open):

ESTIMATED SALES TAX (HOTEL, RESTAURANT, ENTERTAINMENT, AND ALCOHOL SALES)	\$1,260,313
ESTIMATED NEW BED/LODGING/HOTEL TAX	\$891,003
ESTIMATED NEW REAL ESTATE TAX REVENUE	\$551,457
ESTIMATED NEW FOOD/DINING REVENUE	\$4,219,983
ESTIMATED NEW ENTERTAINMENT/ACTIVITIES REVENUE	\$4,001,708
ESTIMATED NEW ALCOHOLIC BEVERAGE REVENUE	\$1,964,475
ESTIMATED NEW INDIRECT FULL-TIME EQUIVALENT JOBS CREATED	36.6
ESTIMATED ECONOMIC IMPACT TO COMMUNITY	\$15,289,964

** Indirect revenue based on the "First Full Five Years" of a new 62 room, upper mid-scale hotel at 60.6% occupancy. New estimated revenues in Food/Dining, Entertainment/Activities, and Alcoholic Beverages based on one person per room sold at the current average amount spent per traveler according to budgetyourtravel.com. Estimated indirect job creation based on industry standard labor percentage of revenue and current wages collected from salary.com. Estimated additional sales taxes from indirect revenue based on 5.5% Sales Taxes.

ABOUT US

LEADERSHIP

LISA PENNAU

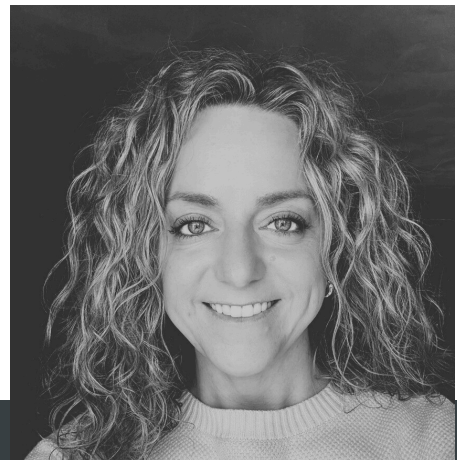
Mrs. Pennau offers more than 28 years of hospitality industry experience. She began in the industry as a rental car agent at the airport in Oshkosh, Wisconsin where she worked while completing her degrees in both hospitality management and sales & marketing at the local college. Lisa moved on to work as a manager in training for Super 8 hotels in Wichita, Kansas and quickly was promoted to general manager of a Super 8 in Omaha, Nebraska. She was recruited by Baymont to become a traveling manager and served several distressed Midwest properties until moving on to work for Hilton as a General Manager at a Hampton Inn Minnetonka, MN. When that hotel sold, Lisa was promoted by the new owners to Regional Director of Operations for Pillar Hotels overseeing 25+ Midwest hotels, in both rural and metropolitan markets, including Minnesota, Wisconsin, Illinois, Iowa, North Dakota, and South Dakota. During her 10 years as Regional Director of Operations, Lisa oversaw multiple brands such as: Choice, Hilton, Hyatt, IHG, and Marriott. In her final year with Pillar she received the highest honor of Regional Director of the Year for Highest Performing Hotels in all capacities including, revenue, operations, guest service score, turnover, etc.



JESSICA JUNKER

Miss Junker offers more than 22 years of hospitality industry experience. From her beginning in the industry as a banquet server at a full-service hotel in downtown Green Bay, Wisconsin, to overseeing that very property as the manager in only a couple of years.

Jessica moved on to work as a Director of Sales at a Residence Inn by Marriott, Area Director of Sales with Interstate Hotels, and Regional Director of Sales and Marketing with Pillar Hotels working on Sales, Marketing, and Revenue Management of anywhere between 15 and 52 hotels with every major and not so major brand in the country. After learning everything she needed about running a hotel, she set her sights on what happens before a hotel is built. She worked in many separate executive roles within an up-and-coming hotel franchise. Miss Junker offers hands-on expert knowledge in hotel operations, sales, marketing, training, contracting, development, construction, really all things hotels. She gained this knowledge from industry leaders like Marriott, Hilton, InterContinental Hotels Group, Choice Hotels, TMI Hospitality, Interstate Hotels, Pillar Hotels & Resorts, Cobblestone Hotels, Wyndham Hotels & Resorts, and many more.



ABOUT US

TESTIMONIALS AND REFERENCES

URBANA, OH/CHAMPAIGN ECONOMIC PARTNERSHIP MARCIA BAILEY

"For quite some time we had been looking at the possibility of a new hotel in our community. We hired Core Distinction Group to perform a hotel feasibility study for us. Jessica did a great job in answering questions, touring the city and conducting demand generator interviews. The analysis that was completed gave us the information we needed to begin the process of working on the project. We would highly recommend using their services."

FAIRFIELD BAY, AR MAYOR PAUL WELLENBERGER

"I called Core Distinction Group with a need for a new Feasibility study and a pretty unrealistic time frame. We had interested investors and interested bankers, but they wanted an updated study reflecting the hotel specifics. Not only was Ms. Junker responsive, she and her team worked over the July 4th weekend to get us what we needed, when we needed it. I highly recommend this company. We had a study done two years earlier. That study cost twice as much, took twice as long and the product was not nearly as thorough and complete as what we received from Core Distinction Group."

METAMORA, IL KEN MAURER

"Core Distinction Group did a great job for the Village of Metamora. The study was a quality study accepted by all of the hotel chains I contacted."

ADDITIONAL REFERENCES

HUTCHINSON, MN - BRIAN FORCIER
PHONE: 218-590-8205

MILLBROOK, ALABAMA - ANN HARPER
PHONE: 334-285-0330

WOODSTOCK, IL - GARRETT ANDERSON
PHONE: 608-643-3932

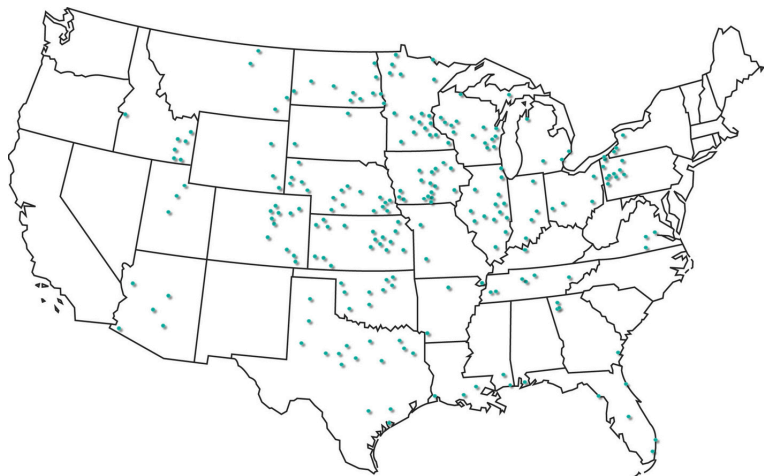
MULTIPLE LOCATIONS - NICOLE LEMENS
PHONE: 920-422-1471

MULTIPLE LOCATIONS - ANDREW SCARLETT
PHONE: 773-842-4976

GLADSTONE, MO - ROBERT BAER
PHONE: 816-436-2200

URBANA, OH - MARCIA BAILEY
PHONE: 937-653-7200

MULTIPLE LOCATIONS - MARK GUTTETER
PHONE: 715-292-1369



SCOPE OF WORK

Core Distinction Group takes immense pride in the work we do. Throughout each phase of our projects we communicate with our clients regularly. This ensures everyone involved in the project is up-to-date on the progress. We also keep a very tight timeline on our projects. Each phase is well thought out and followed consistently. The objective of our studies are to identify and determine the need for lodging in the community, the loss of lodging to the area due to lack of quality or amount of lodging, as well as determine if there is enough need to justify a new hotel. A new hotel that makes good business sense. Below you will find each part and its timing in the process:

RESEARCH & COMMUNITY OUTREACH

This phase involves speaking with community leaders and review of all current community plans and studies to better understand the overall goals of the project and community as a whole.

DEMAND GENERATOR SURVEYS

This phase involves conducting and online survey of potential demand generators in the community. This phase will take place in the first two weeks of the study process.

COMMUNITY TOUR

This phase involves an in-depth local tour of the community highlighting sites and demand generators to help Core Distinction understand the community and the need for lodging.

INTERVIEWS

After the community tour, in-person interviews will be conducted of community leaders and demand generators to understand the overall need in the community.

DATA COMPILATION

This phase of the process involves compiling all the data gathered during our visit to gain the overall picture of what is needed for the community. This phase is conducted in the two weeks following our community visit completion.

*DATA RECEIVING & REPORTING

Once all the demand generator information is gathered, Core Distinction Group begins pulling industry data for target market as well as industry trends to help us gain a better understanding of the local and regional opportunity areas. This will include lodging data from 20 miles or less of the subject community.

COST GATHERING

This involves all things cost. Core Distinction Group gathers actual cost for the development, construction, financing, taxes, and all other ongoing costs associated with the specific project.

PROJECT PRO FORMA

Immediately following Development and Operational Cost Gathering, Core Distinction Group will construct a project, brand, market, and scale specific Pro Forma that is bank, investor, brand, and developer friendly.

DRAFT COMPLETION/SUBMITTAL

After Core Distinction has conducted all previous phases, we complete a draft of the study and financial pro forma and submit it for review by the contracted entity. Changes to the study may be made at this point but are limited to spelling and grammar updates.

FINAL

After all requested changes are made and final payment is received, Core Distinction Group will submit a final draft of the Hotel Market Feasibility Study and Brand Specific Pro Forma to the community for distribution.









*If at this point, Core Distinction Group does not feel there is enough need for lodging to merit the costs of a new build hotel, we will stop the process, communicate with the community and offer alternative options for accommodations. If this happens, the contracted entity is not responsible for the remaining study costs highlighted in (Cost) and will receive a report indicating the reasoning behind the decision.



ALL-INCLUSIVE PRICING

The cost to complete your community's Comprehensive Hotel Market Feasibility Study would be \$17,500. This fee is all-inclusive and will give you every tool you would need to bring a hotel to your community. Once your organization has decided to move forward in hiring Core Distinction Group, LLC to conduct your study, we will require a signed contract and 50% (\$8,750) non-refundable retainer. The remaining 50% (\$8,750) will be required prior to your organization receiving the Final Draft. If at any given point after the Site Visit and Community Tour, our company believes that a new hotel project in your community does not make good business sense, we will reach out to you to discuss. If after the discussion of all data with your organization, all parties believe that we have come to the proper determination, we will cease all project work and you will not be responsible for the remainder of the fee/cost. In addition, Core Distinction Group, LLC does not charge for additional time spend on the project after questions from investors, bankers, brands and so on are complete. Core Distinction Group, LLC will also include one additional Pro Forma update with-in a year of the project completion at no additional charge of changes in fees or costs.

Below you will find a breakdown of what is included in our pricing:

Travel - Airfare, Accommodations, Rental Car, Meals and any Out of Pocket Expenses	
Industry Reports	
Community Visit and Site Analysis	- Phase 1
Data Compilation/Gathering	
Hotel Market Feasibility Study Completion	- Phase 2
	Introduction/Objective
	Market Overview
	Site Analysis
	Economic Overview
	Lodging Demand Overview
	Community Interview/Survey Details
	Lodging Supply Overview
	Conclusion/Scale, Size and Amenity Recommendations
Financial Projections/Proforma (2 Separate Brand Specific Proformas)	
Total All-In Project Cost	\$ 17,500

SUMMARY AND SAMPLES

SUMMARY

With over 600 Hotel Market Feasibility Studies complete for municipalities and organizations across the United States, Core Distinction Group has developed a wonderful reputation for our professionalism, knowledge, and customer service. Our completed reports offer each person involved a complete understanding and detailed description of what makes the most business sense in your community. Once your study is complete, you will have the pieces you need to develop a new hotel including but not limited to the following:

- Introduction/Objective
- Executive Summary
- Community Overview
- Market Demand Area
- Site Analysis
- Economic Overview
- Lodging Demand Overview
- Demand Generator Survey Details
- Lodging Supply Overview
- Industry Trend Data
- Conclusion/Recommendations
- Estimated Economic Impact
- Development Cost Breakdown
- Complete Financial Projections/Pro Forma



SAMPLES

Please review the samples provided following this page. We have included a sample of our Hotel Market Feasibility Study and our Financial Projections.

CONTACT US TODAY TO SCHEDULE YOUR FIRST STEP TO DEVELOP A NEW HOTEL!
JESSICA JUNKER - MANAGING PARTNER
920-740-1647 - J.JUNKER@COREDISTINCTIONGROUP.COM
WWW.COREDISTINCTIONGROUP.COM