



Agenda

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

6:00 PM
Council Chambers
July 14, 2025

AGENDA NO. 2025-13-RG

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

1. CALL TO ORDER
2. INVOCATION
 - A. Pastor Deborah Timmons of Asbury Church
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL OF ELECTED GOVERNING OFFICIALS
5. AMENDMENTS TO AGENDA
6. APPROVAL OF MINUTES
 - A. Minutes No. 2025-12-RG, dated June 23, 2025
7. PRESENTATIONS AND AWARDS
8. PUBLIC COMMENTS

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

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

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

- B. **Resolution No. 2025-225-R:** Authorizing the purchase of two emergency radios for use by the Fire Department at the Public Safety Annex located at 230 Business Park Boulevard, Building 23A under State Bid Contract 16932 (\$11,114.86 to be paid from Fire Department budget)
- C. **Resolution No. 2025-226-R:** Authorizing a no-cost agreement with Tyler Technologies for Equifax Employment Verification software services
- D. **Resolution No. 2025-231-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 063830 on an incident which occurred April 16, 2025, to a Police vehicle (\$5,025.57 [minus \$1,000 deductible] to be deposited into General Operating account)
- E. Acceptance of \$5,000 donation from L & M Hoy for the Madison Senior Center Nutrition Program in memory of Mrs. L. Grubbse (to be deposited into Senior Center Donation account)
- F. Acceptance of \$23.03 from Chambers Bottling Company (to be deposited into the Fire Department Donation account)
- G. Acceptance of \$1,893.38 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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. 2025-161:** Rezoning certain property owned by Journeys Professional Suites, LLC consisting of 1.17 acres located at 4192 Sullivan Street (west side of Sullivan Street, south of Perry Street) from R-2 (Medium Density Residential) to B1 (Neighborhood Business District) (First Reading 05/27/2025)
- B. **Proposed Ordinance No. 2025-157:** Rezoning certain property owned by Eros Investments, LLC consisting of 4.62 acres located north of West Dublin Drive, west of Sullivan Street from R-4 (Multi-Family District) to B3 (General Business District) (First Reading 05/27/2025)

- C. **Proposed Ordinance No. 2025-159:** Zoning certain property owned by MHH, Inc. consisting of 2.39 acres located south of Brentwood Lane and east of Chadrick Drive to R-1A (Low Density Residential) upon annexation (First Reading 05/27/2025)
- D. **Resolution No. 2025-216-R:** Request for a Lounge Retail Liquor - Class I License from Williams Hall, LLC, doing business as Zanotta's Ristorante & Jazz, for their location at 112 Main Street, Madison, AL 35758

13. DEPARTMENT REPORTS

CITY CLERK

- A. **Resolution No. 2025-221-R:** Authorizing the issuance of a Certificate of Election to Maura Wroblewski for the office of City Council District No. 1
- B. **Resolution No. 2025-222-R:** Authorizing the issuance of a Certificate of Election to David Bier for the office of City Council District No. 2
- C. **Resolution No. 2025-223-R:** Authorizing the issuance of a Certificate of Election to Billie Goodson for the office of City Council District No. 3
- D. **Resolution No. 2025-224-R:** Authorizing the issuance of a Certificate of Election to Alice Lessmann for the office of Council District No. 5
- E. **Resolution No. 2025-234-R:** Appointing additional Election Officers for the 2025 General Municipal Election and any necessary Run-Off Election and setting compensation for said Officers

ENGINEERING

- A. **Resolution No. 2025-217-R:** Authorizing property acquisitions for Mill Creek Ditch Roadway Stabilization and South Side Erosion Correction (not to exceed \$14,836.00 total acquisition budget to be paid from Fund 38)
- B. **Resolution No. 2025-219-R:** Acceptance of 3 Park Preserve Phase 3 into the City of Madison Maintenance Program
- C. **Resolution No 2025-232-R:** Authorizing a Commercial Aid to Construction Agreement with Huntsville Utilities for the relocation of power lines on Project 24-023 | Royal Drive Extension (not to exceed \$23,338.00 to be paid from Fund 38)

LEGAL

- A. **Proposed Ordinance No. 2025-214:** Authorizing a Franchise Agreement with Fiber Utility Network, Inc., doing business as the Alabama Fiber Network (First Reading 06/23/2025)

PLANNING

- A. **Proposed Ordinance No. 2025-162:** Assenting to the annexation of certain property, consisting of 2.39 acres, owned by MHH, Inc. located south of Brentwood Lane and east of Chadrick Drive (First Reading 05/27/2025)
- B. **Proposed Ordinance No. 2025-198:** Vacation of utility and drainage easement located within 126 Parkland Hill Trace, Lot 27 of 3 Park Preserve Subdivision (First Reading 06/23/2025)
- C. **Proposed Ordinance No. 2025-199:** Vacation of utility and drainage easement located within Lot 2 of Dublin Acres Phase 3 Subdivision (First Reading 06/23/2025)
- D. **Resolution No. 2025-203-R:** Setting a Public Hearing on 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 Publication 7/23/2025, Synopsis 7/30/2025, Public Hearing 8/18/2025)

- E. **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)
- F. **Resolution No. 2025-206-R:** Setting a Public Hearing on 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 Publication 7/23/2025, Synopsis 7/30/2025, Public Hearing 8/18/2025)
- G. **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)
- H. **Resolution No. 2025-209-R:** Setting a Public Hearing on 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 Publication 7/23/2025, Synopsis 7/30/2025, Public Hearing 8/18/2025)

POLICE

- A. **Resolution No. 2025-202-R:** Authorizing a Memorandum of Agreement with Alabama Law Enforcement Agency and Alabama Gulf Coast High Intensity Drug Trafficking Area for the reimbursement of overtime expenses in the amount of \$22,040
- B. **Resolution No. 2025-212-R:** Authorizing a Memorandum of Understanding with Crisis Services of North Alabama for community collaboration

PUBLIC WORKS

- A. **Resolution No. 2025-218-R:** Awarding a contract to IVM Solutions, LLC, for the annual cost of \$34,529.27 to provide herbicide services for drainage channels, sewer outfalls, and flood areas located in the City of Madison (to be paid from Public Works Department budget {drainage channels}, Madison Utilities {sewer outfalls}, and Engineering Department budget {flood plain areas})

RECREATION

- A. **Resolution No. 2025-220-R:** Authorizing an agreement with Hardy Arbor Consulting, LLC, for professional arboricultural consulting services (\$125/hour as needed, to be paid from Parks & Recreation Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2025-12-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
JUNE 23, 2025**

The Madison City Council met in regular session on Monday, June 23, 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 Troy Garner from Fellowship of Faith 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	Absent
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Human Resources Director Kelly Bracci, Communications and External Affairs Officer Samantha Magnuson, and Principal Planner of Development Services Matt Davidson.

Public Attendance registered: Margi Daly, Debbie Overcash, David Bier, Kenny Hagewood, Maggie Minsk, Erica White

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2025-11-RG DATED JUNE 9, 2025

Council Member Spears moved to approve Minutes No. 2025-11-RG. Council Member Shaw seconded. Council Member Wroblewski thanked the City Clerk Department for their

assistance with the Bowers Road Project verbatim minutes. City Clerk-Treasurer Lisa Thomas thanked Council Member Wroblewski and thanked Deputy City Clerk- Treasurer Kerri Sulyma for her assistance in preparing the minutes.

The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2025-04-WS, DATED JUNE 9, 2025

Council Member Shaw moved to approve Minutes No. 2025-04-WS. Council Member Spears seconded. The roll call vote taken was 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	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

PRESENTATIONS AND AWARDS

MADISON POLICE DEPARTMENT PROMOTION CEREMONY FOR NEWLY PROMOTED ASSISTANT CHIEF MIKE ALLEN, CAPTAIN JON STOUT, LIEUTENANT CHRIS COONS, AND SERGEANTS LOGAN GRANT AND JOSH HENSLEY

Police Chief Johnny Gandy presented the awards.

- Sergeant Josh Hensley has served with the department for five years. A round of applause was given.
- Sergeant Logan Grant has served the department for five years. A round of applause was given.
- Lieutenant Chris Coons has served with the department for seven years and was promoted to Sergeant in 2022. A round of applause was given.
- Captain Jon Stout has served with the department for 24 years and was promoted to Lieutenant in 2020. A round of applause was given.
- Assistant Chief Mike Allen has served with the department for 33 years and was promoted to Captain in 2019. A round of applause was given.

PUBLIC COMMENTS

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

DEBBIE OVERCASH (DISTRICT 5)

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

- The goal of the Historic Preservation Society is to preserve history, restore artifacts, and to bring the community together for the common good
- The Historic Preservation Society's focus is the downtown historic area
- Funds raised are for the improvements and enhancement of the downtown area
- The society's current project is the restoration of the gazebo on Front Street
- The gazebo will continue to be managed by the Building Department and scheduled by the City Clerk's Office

MAGGIE MINSK (DISTRICT 4)

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

- Thanked Council for their time and support
- Traffic concerns
- Affordable housing concerns
- Flooding concerns
- Concerns about infrastructure

JACQUELIN PETERS (DISTRICT 6)

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

- Concerns about Main Street America

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,709,007.55
ADEM Storm Drainage	\$1,292.20
½ Cent Capital Replacement	\$175,432.00

Gasoline Tax & Petroleum Inspection fees	\$9,891.72
Subdivision Cash Bonds	\$65,191.47
Library Building Fund	\$5,213.38

Regular and periodic bills to be paid

Resolution No. 2025-211-R: Authorizing a three-year Equipment Service Plan with Stryker for preventative maintenance of cardiac monitors (\$15,305.60 per year to be paid from Fire Department budget)

Acceptance of donation from K Tran for programming at the Madison Senior Center (\$50 to be deposited into Senior Center Donation account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- The Star-Spangled Celebration is on July 3rd from 5:00-9:00 at Dublin Park. The shuttle at Bob Jones High School will begin at 4:30. The fireworks will start at 9:00.
- Building 23A is slated to open on July 11th
- The Training Facility on Celtic is progressing
- The Animal Control building will be out for bid on July 2nd
- The last day for Qualification for anyone running for Mayor or for City Council is June 24th
- The list will be released Wednesday, June 25th

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

No new business

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

No new business

COUNCIL DISTRICT NO. 3 TEDDY POWELL

Absent

COUNCIL DISTRICT NO. 4 GREG SHAW

No new business

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Thursday, June 26th will be the third Concerts in the Park

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Friday June 27th & Saturday June 28th Madison Visionary Partners will be hosting their Big Weekend of Service, kicking off their volunteer initiative, SERVE Madison
- Expressed concerns over drag racing in Community
- Wished a Happy Fourth of July to Everyone

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

RESOLUTION NO. 2025-215-R: AUTHORIZING COUNCIL SPECIAL PROJECTS FUNDING FOR REPAIRS TO HISTORIC DOWNTOWN CLOCK (NOT TO EXCEED \$1,500) REMINDED EVERYONE THAT SCHOOL BOARD APPLICATIONS ARE CURRENTLY BEING ACCEPTED FOR NOMINATIONS

Council Member Wroblewski moved to approve Resolution No. 2025-215-R. Council Member Spears seconded. The roll call vote to approve the Consent Agenda 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	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

- Council President Seifert expressed he felt honored to present City of Madison coins to the family of Wally Olson, former Sheriff in Dale County Alabama. Council President Seifert presented the coins on behalf of the City of Madison, Mayor Finley, City Council, and all Madison residents.

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF KIMBERLY JOHNSON TO THE MADISON MUNICIPAL CEMETERIES COMMITTEE WITH A TERM DATE OF MAY 29, 2029

Council Member Wroblewski nominated Kimberly Johnson for an appointment to the Madison Municipal Cemeteries Committee. There being no further nominations, Ms. Johnson was appointed by acclamation.

APPOINTMENT OF CINDI SANDERSON TO THE MADISON MUNICIPAL CEMETERIES COMMITTEE WITH A TERM DATE OF MAY 29, 2029

Council Member Wroblewski nominated Cindi Sanderson for reappointment to the Madison Municipal Cemeteries Committee. There being no further nominations, Ms. Sanderson 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

ENGINEERING

RESOLUTION NO. 2025-186-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS FOR SURVEY AND DESIGN SERVICES ON PROJECT 25-017 | GARNER STREET EXTENSION FROM LIFE WAY TO MADISON BOULEVARD (\$240,000 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2025-186-R. Council Member Shaw seconded. Council Member Denzine inquired why Garner Street now? Director of Engineering Michael Johnson replied there was always a plan to continue Garner Street to Madison Boulevard. This project will help with congestion. The vote was taken and recorded as follows:

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

Council Member Karen Denzine Aye
Motion carried.

RESOLUTION NO 2025-196-R: AUTHORIZE A PROFESSIONAL SERVICE AGREEMENT WITH URETEK USA, INC. FOR VOID-FILL AND STABILIZATION ON KELVINGROVE DRIVE FOR PROJECT 25-025 KELVINGROVE FOAM INJECTION (\$246,187.50 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2025-196-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	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

RESOLUTION NO. 2025-200-R: ACCEPTANCE OF WINDERMERE PHASE 3 INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Shaw moved to approve Resolution No. 2025-200-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-201-R: ACCEPTANCE OF WINDERMERE PHASE 4 INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Shaw moved to approve Resolution No. 2025-201-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	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

HUMAN RESOURCES

RESOLUTION NO. 2025-197-R: APPROVING PROFESSIONAL SERVICES AND SOFTWARE SUBSCRIPTION AGREEMENT WITH DEPUTY CORPORATION LIMITED FOR ELECTRONIC TIMEKEEPING SYSTEM (\$23,000 FOR IMPLEMENTATION, PLUS ASSOCIATED SUBSCRIPTION FEES FOR THREE YEARS, TO BE PAID FROM HR DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-197-R. Council Member Bartlett seconded. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

RESOLUTION NO. 2025-173-R: AUTHORIZING A ONE-YEAR AGREEMENT WITH SWATEK, VAUGHN & BRYAN, LLC FOR LOBBYING SERVICES. CONTINUED FROM MAY 27, 2025 REGULAR MEETING. (\$5,000 PER MONTH TO BE PAID FROM LEGAL DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-173-R. Council Member Spears seconded. Council Member Denzine inquired when Legislature will meet next? Mayor Finley replied Legislature will not be meeting until next year. Council Member Spears responded that there will be pre-filed bills for Legislature. 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	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Nay

Motion carried.

ORDINANCE NO. 2025-195: AUTHORIZING THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, D/B/A MADISON UTILITIES, TO DISPOSE OF CERTAIN PERSONAL PROPERTY (FIRST READING 06/09/2025)

Council Member Spears moved to approve Ordinance No. 2025-195. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

ORDINANCE NO. 2025-214: : AUTHORIZING FRANCHISE AGREEMENT WITH FIBER UTILITY NETWORK, INC., DOING BUSINESS AS THE ALABAMA FIBER NETWORK (FIRST READING)

This is a first reading only

RESOLUTION. NO. 2025-213-R: AUTHORIZING AGREEMENT WITH THE MADISON STATION HISTORICAL PRESERVATION SOCIETY, INC., FOR MAINTENANCE OF THE VILLAGE GREEN GAZEBO

Council Member Wroblewski moved to approve Resolution No. 2025-213-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	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2025-184: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT 1 OF TOWN MADISON PHASE 14 SUBDIVISION (FIRST READING 06/09/2025)

Council Member Spears moved to approve Proposed Ordinance No. 2025-184. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Council Member Karen Denzine

Aye

Motion carried.

PROPOSED ORDINANCE NO. 2025-185: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 2 OF MCCURRY PHASE 3 SUBDIVISION (FIRST READING 06/09/2023)

Council Member Wroblewski moved to approve Proposed Ordinance No. 2025-185. 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	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

ORDINANCE NO. 2025-187: AN ORDINANCE AMENDING CHAPTER 8(IV)(4) OF THE MADISON CITY CODE, ENTITLED "MURALS," TO ADD THE B2 ZONING DISTRICT AS A PERMITTED MURAL LOCATION (FIRST READING 06/09/2025)

Council Member Wroblewski moved to approve Ordinance No. 2025-187. 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	Absent
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2025-199: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 2 OF DUBLIN ACRES PHASE 3 SUBDIVISION (FIRST READING)

This is a first reading only

PROPOSED ORDINANCE NO. 2025-198: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 126 PARKLAND HILL TRACE, LOT 27 OF 3 PARK PRESERVE SUBDIVISION (FIRST READING)

This is a first reading only

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 7:05 p.m.

Minutes No. 2025-12-RG, dated June 23rd, 2025, read, approved and adopted this 14th day of July 2025.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lori Spaulding
Recording Secretary

RESOLUTION NO. 2025-225-R

**AUTHORIZING THE PURCHASE OF TWO EMERGENCY MOBILE RADIOS FROM
MOTOROLA SOLUTIONS THROUGH THE STATE OF ALABAMA
DEPARTMENT OF FINANCE PROCUREMENT DIVISION**

WHEREAS, Motorola Solutions maintains Contract Number 16932 with the State of Alabama Department of Finance, Division of Procurement, for hardware, software, and services contracts; and

WHEREAS, the Alabama Competitive Bid Law exempts such products and services from a Competitive Bid if procured through such a cooperative; and

WHEREAS, the Fire Department has requested the purchase of two mobile radios for use by the Fire Department at the Public Safety Annex located at 230 Business Park Boulevard, Building 23A, pursuant to attached Motorola Solutions Quote No. 3167300, dated June 13, 2025;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the above-mentioned purchase and payment therefor are hereby authorized, the total amount expended not to exceed **eleven thousand one hundred fourteen dollars and eighty-six cents (\$11,114.86)**, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

READ, APPROVED, AND ADOPTED this 14th day of July 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 July 2025

Paul Finley, Mayor
City of Madison, Alabama

Billing Address:
MADISON, CITY OF
100 HUGHES RD
MADISON, AL 35758
US

Shipping Address:
MOBILE COMM DBA
CROSSPOINT COMM & DFW
COM
3403 GOVERNORS DR
HUNTSVILLE, AL 35805
US

Quote Date:06/13/2025
Expiration Date:06/27/2025
Quote Created By:
Jim Peterson
jimpeterson@callmc.com

End Customer:
MADISON, CITY OF
Chief Brandy Williams
brandy.williams@madisonal.gov
256-464-8421

End Customer Address:
MADISON FIRE DEPT CITY OF
101 MILL RD
MADISON, AL 35758
US

Contract: 16932 - ALABAMA STATE
CONTRACT
AGREEMENT: STATE OF ALABAMA
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Sale Price	Ext. Sale Price
	APX6500 Ver B					
1	FUF1201B	0085	APX6500 700/800 VER B	2	\$5,557.43	11,114.86
GRAND TOTAL					\$11,114.86 (USD)	



All sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



QUOTE-3167300
MachAlert Add On

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

RESOLUTION NO. 2025-226-R**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A QUOTE
FOR THIRD PARTY VERIFICATION SERVICES
WITH TYLER TECHNOLOGIES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to accept a No-Cost Quote for Third Party Verification Services with Tyler Technologies for employment verification services, said Quote identified as “City of Madison AL – Equifax Work Number” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting quote, the Mayor or his designee shall be hereby authorized for the entire term of the service to execute any and all documentation necessary to enforce and comply with the terms thereof;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of July 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 July 2025.

Paul Finley, Mayor
City of Madison, Alabama



Quoted By: Heather Brown

Quote Expiration: 11/15/25

Quote Name: City of Madison AL - Equifax Work Number

Sales Quotation For:
City of Madison
100 Hughes Rd
Madison AL 35758-1110

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Annual
New World ERP				
Financials				
Third Party Verification Services	1	\$ 0	\$ 0	\$ 0
TOTAL			\$ 0	\$ 0

Summary

Total Tyler Software

One Time Fees

\$ 0

Recurring Fees

\$ 0

2025-542956-Q8K3G4

CONFIDENTIAL

RESOLUTION NO. 2025-231-R

**AUTHORIZING THE ACCEPTANCE OF AN INSURANCE SETTLEMENT FROM
ALABAMA MUNICIPAL INSURANCE CORPORATION FOR DAMAGE TO A 2022
FORD EXPLORER POLICE VEHICLE (CLAIM NO. 063830)**

WHEREAS, on April 16, 2025, at approximately 8:18 P.M., a 2022 Ford Explorer assigned to the Madison Police Department was involved in a collision.

WHEREAS, the Alabama Municipal Insurance Corporation (AMIC), the City of Madison's insurance provider, has submitted an insurance payment to the City of Madison in the amount of \$5,025.57, minus a \$1,000.00 deductible.

NOW THEREFORE BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$5,025.57, with a deductible of \$1,000.00, from Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of July 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 July 2025

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281262
POLICY NUMBER
October 1, 2024
EFFECTIVE DATE

\$1,000.00
DEDUCTIBLE
Mike Gardner
AGENT

063830MT
ADJUSTER FILE NUMBER
063830
HOME OFFICE CLAIM NO.

To: **Alabama Municipal Insurance Corporation:**

By your policy of insurance above described, you insured: City of Madison (hereinafter called insured) according to the terms and conditions contained therein, including the written portion thereof and all endorsements, transfers and assignments attached thereto, on automobile described as follows:

YEAR	MAKE	MODEL	VEHICLE ID NO.
2022	Ford	Explorer	1FM5K8AB5NGB45771

DATE OF LOSS CAUSE

A loss occurred on the 16th day of April, 2025, about the hour of 8:18 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by auto collision.

LOCATION OWNERSHIP

When your policy was issued to the insured, insured was the sole and unconditional owner of the automobile described. No encumbrance of said property existed nor has since been made nor has there been any change in the title, use, location or possession of said automobile except as follows: N/A

VALUE

(If a total loss)

WHOLE LOSS

DEDUCTIBLE

AMOUNT

The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$5,025.57
The deductible provision applicable to this loss ()

SALVAGE

..... (\$1,000.00)

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$4,025.57

IN THE EVENT OF THEFT

In the event of claim for loss by theft of the above-described vehicle or its equipment, the claimant does hereby transfer, assign and set over to the insurer; all rights, title and interest in the described property and vehicle for which claim is made and also agrees to assist the insurer or proper authorities in any way possible to recover said vehicle or equipment and to return said property to the said insurance company.

SUBROGATION

The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the insured; and the insured in consideration of the payment made under this policy hereby assigns and transfers to the said company to the extent of the payment herein made each and all claims and demands against any other party, person, persons, partnership or corporation, arising from or connected with such loss and damage, and the said company is hereby authorized and empowered to sue, compromise or settle in my name or otherwise to the extent of the money paid as aforesaid.

STATEMENTS OF INSURED

The said loss did not originate by any act, design or procurement on the part of the Insured of this affiant; nothing has been done by or with the privity or consent of insured or this affiant, to violate the conditions of this policy, Or render it void; no attempt to deceive the said insurer, as to the extent of said loss, has in any manner been made, and no material fact is withheld that the said insurer should be advised of. Any further information that may be required will be furnished on demand and considered a part of this proof.

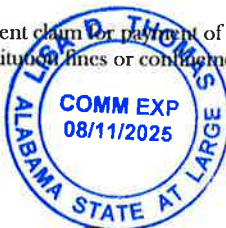
The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Date: _____

Witness: _____

Subscribed and sworn to before me this 20th day of June, 2025



SIGNATURE

[Signature]
[Signature]
NOTARY PUBLIC

ORDINANCE NO. 2025-161

**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 B1
(NEIGHBORHOOD 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 B1 (Neighborhood Business District):

ALL THAT PART OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GREENFIELD SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 9, PAGE 31 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND SAID POINT BEING A 1/2" CAPPED IRON PIN SET "JWK&A CA-1098LS" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE NORTH 87 DEGREES 28 MINUTES 23 SECONDS WEST AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 396.41 FEET TO A CONCRETE MONUMENT FOUND ON THE EAST BOUNDARY OF LOT 4, BLOCK 1 OF MOORE SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 2, PAGE 64 IN THE OFFICE OF THE JUDGE OF PROBATE;

THENCE NORTH 01 DEGREES 51 MINUTES 07 SECONDS EAST AND ALONG SAID EAST BOUNDARY, A DISTANCE OF 51.35 FEET TO A 3/4" REBAR FOUND AT THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2006- 796070;

THENCE SOUTH 89 DEGREES 24 MINUTES 33 SECONDS EAST AND ALONG SAID BOUNDARY, A DISTANCE OF 210.15 FEET TO A 1/2" CAPPED IRON PIN FOUND "TACON";

THENCE NORTH 01 DEGREES 52 MINUTES 22 SECONDS EAST, A DISTANCE OF 208.53 FEET TO A CONCRETE MONUMENT FOUND ON THE SOUTH MARGIN OF PERRY STREET, A RIGHT OF WAY OF UNDETERMINED WIDTH;

THENCE SOUTH 88 DEGREES 23 MINUTES 36 SECONDS EAST AND ALONG SAID SOUTH MARGIN, A DISTANCE OF 190.93 FEET TO A REBAR SET "JWK&A CA-1098LS" ON THE WEST MARGIN OF SULLIVAN STREET, A RIGHT OF WAY OF UNDETERMINED WIDTH;

THENCE SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST AND ALONG SAID WEST MARGIN, A DISTANCE OF 270.03 FEET TO A 1/2" CAPPED IRON PIN SET TO THE POINT OF BEGINNING AND CONTAINING 1.43 ACRES, MORE OR LESS.

LESS AND EXCEPT:

ALL THAT PART OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GREENFIELD SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 9, PAGE 31 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND SAID POINT BEING A 1/2" CAPPED IRON PIN SET "JWK&A CA-1098LS"; THENCE NORTH 87 DEGREES 28 MINUTES 23 SECONDS WEST AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 186.32 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE CONTINUE NORTH 87 DEGREES 28 MINUTES 23 SECONDS WEST AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 210.09 FEET TO A CONCRETE MONUMENT FOUND ON THE EAST BOUNDARY OF LOT 4, BLOCK 1 OF MOORE SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 2, PAGE 64 IN THE OFFICE OF THE JUDGE OF PROBATE;

THENCE NORTH 01 DEGREES 51 MINUTES 07 SECONDS EAST AND ALONG SAID EAST BOUNDARY, A DISTANCE OF 51.35 FEET TO A 3/4" REBAR FOUND AT THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2006- 796070;

THENCE SOUTH 89 DEGREES 24 MINUTES 33 SECONDS EAST AND ALONG SAID BOUNDARY, A DISTANCE OF 210.15 FEET TO A 1/2" CAPPED IRON PIN FOUND "TACON";

THENCE SOUTH 01 DEGREES 52 MINUTES 22 SECONDS WEST, A DISTANCE OF 58.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.26 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RECORDED OR UNRECORDED FOR PUBLIC UTILITIES AND/OR RIGHTS-OF-WAY.

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 B1 (Neighborhood 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 14th day of July 2025.

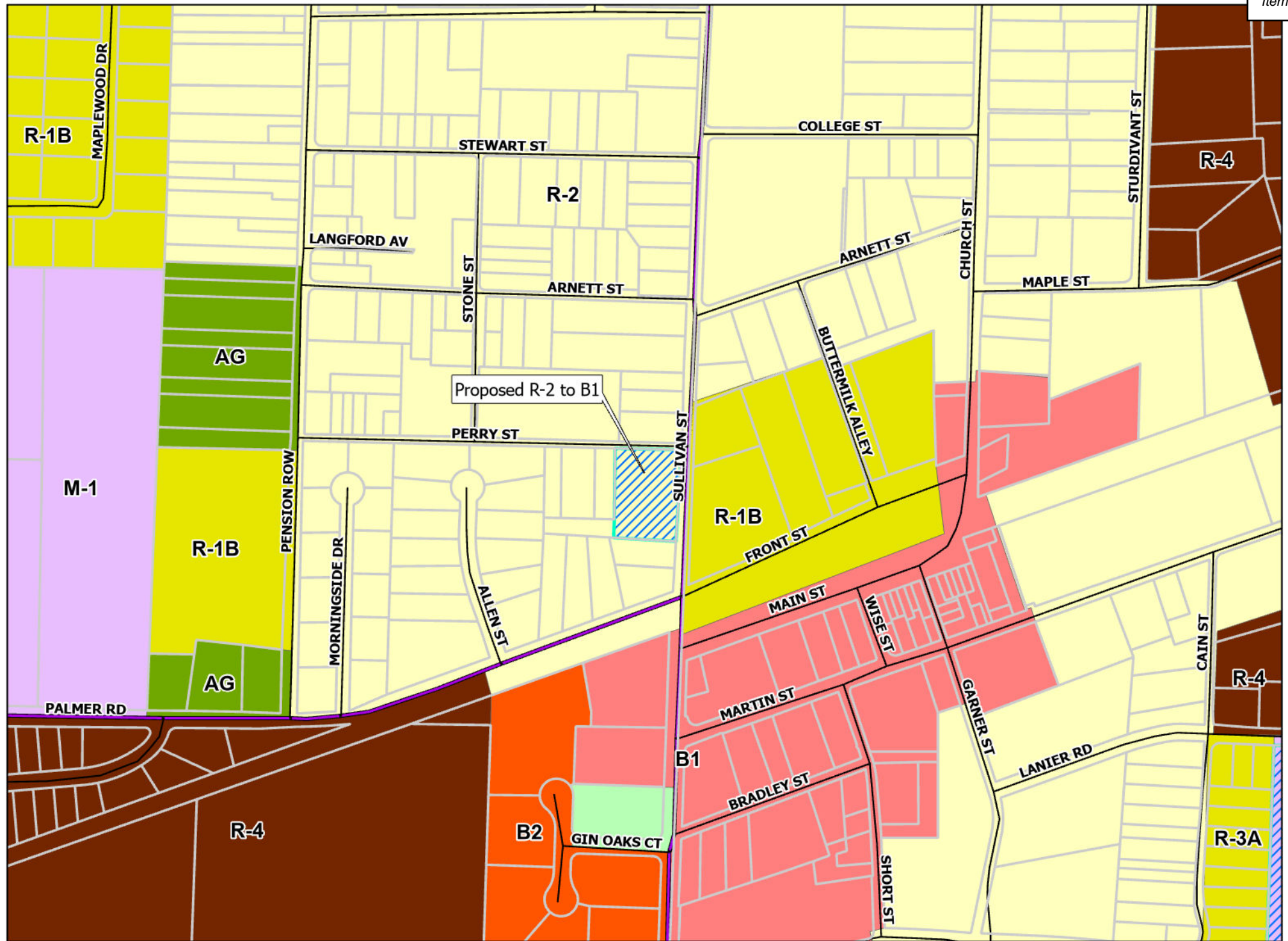
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of July 2025.

Paul Finley, Mayor
City of Madison, Alabama



Rezoning R-2 to B1



ORDINANCE NO. 2025-157**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 2, Block 6, according to the Plat of a Resubdivision of Lot 2, Block 6 of Arlington Park (as recorded in Plat Book 19 at pages 8 & 9) as recorded in Plat Book 24 at pages 32-33 in the Office of the Judge of Probate of Madison County, Alabama.

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 ____ day of _____, 2025.

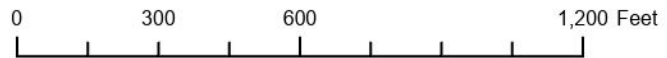
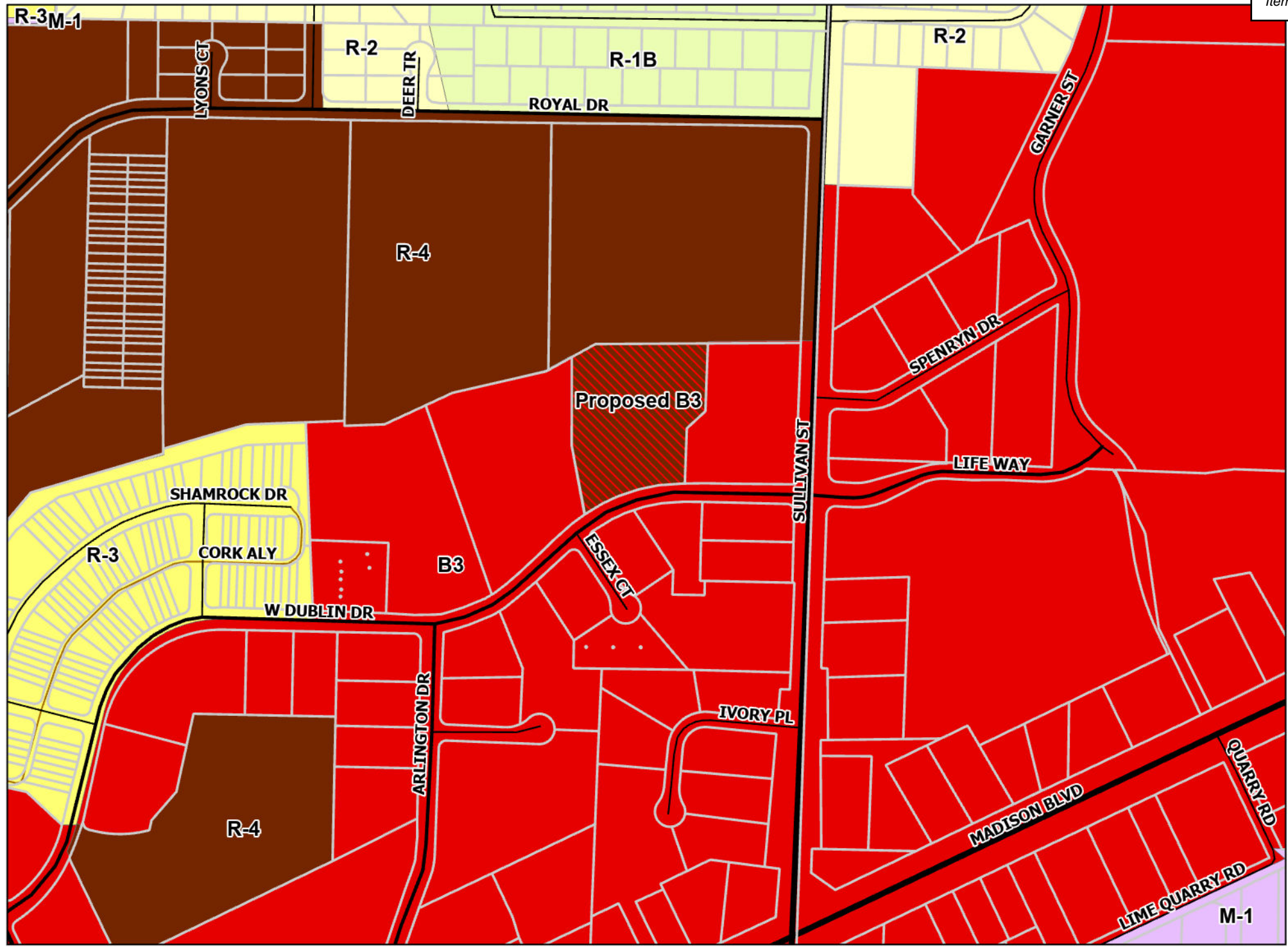
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

Approved this ____ day of _____, 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed R-4 to B3



ORDINANCE NO. 2025-159

**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):

ALL THAT PART OF LOTS 8 AND 9, BLOCK 2 OF EASTVIEW MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 6 ON PAGE 99 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A BENT 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT AND THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 47 MINUTES 09 SECONDS EAST 137.20 FEET TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE, FROM THE POINT OF BEGINNING, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 42 MINUTES 43 SECONDS EAST 59.84 FEET TO A 1" REBAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 9 AND THE NORTHWEST CORNER OF LOT 8, BLOCK 2 OF SAID SUBDIVISION; THENCE, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 50 MINUTES 11 SECONDS EAST 191.02 FEET TO A 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF THE SUSAN D. ELDER MANAGEMENT TRUST, ET AL TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2011-414460 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, LEAVING BRENTWOOD LANE, ALONG THE WEST BOUNDARY OF THE SUSAN D. ELDER TRACT, SOUTH 01 DEGREES 33 MINUTES 45 SECONDS WEST 416.26 FEET TO A 3/4" CRIMPED IRON PIPE FOUND; THENCE, ALONG THE SOUTH BOUNDARIES OF LOTS 8 AND 9, BLOCK 2 OF SAID SUBDIVISION, NORTH 88 DEGREES 54 MINUTES 54 SECONDS WEST 249.94 FEET TO A 5/8" REBAR FOUND AT THE SOUTHEAST CORNER OF THE JAMES GAY AND CARLY SKINNER TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2018-21668 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, ALONG GAY AND SKINNER'S BOUNDARY, NORTH 01 DEGREES 26 MINUTES 07 SECONDS EAST 416.73 FEET TO THE POINT OF BEGINNING, CONTAINING 2.394 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC., DATED MAY 29, 2024.

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 14th day of July 2025.

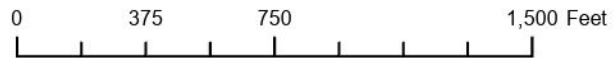
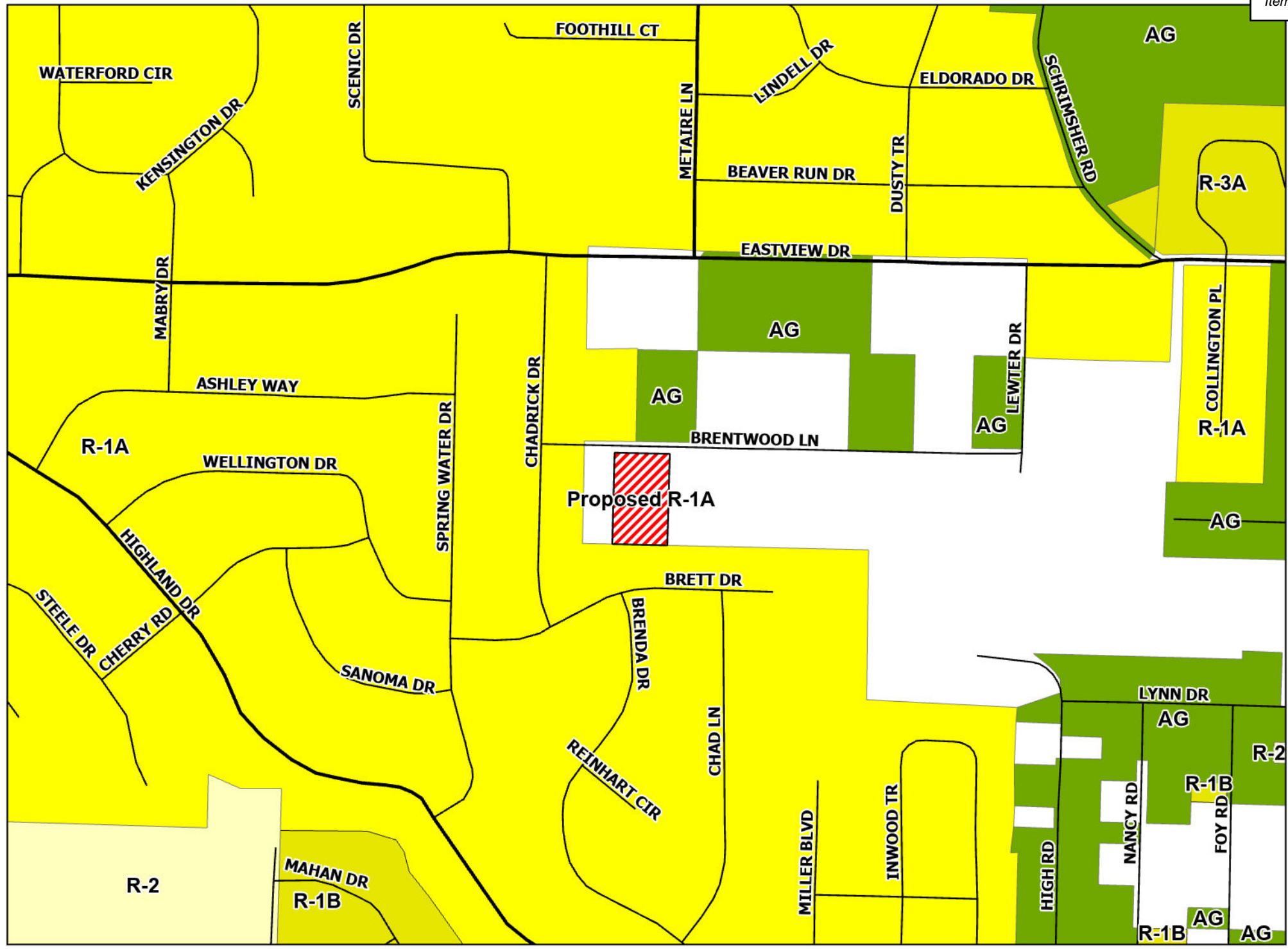
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Zoning to R-1A



RESOLUTION NO. 2025-216-R

APPROVING A LOUNGE RETAIL LIQUOR – CLASS I LICENSE FOR WILLIAMS HALL, LLC, DOING BUSINESS AS ZANOTTA’S RISTORANTE & JAZZ

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Lounge Retail Liquor – Class I License to **Williams Hall, LLC**, doing business as **Zanotta’s Ristorante & Jazz**, which has applied for said license for its location at **112 Main Street, Madison, AL 35758**; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of a Lounge Retail Liquor – Class I License to **Williams Hall, LLC**, for its **112 Main Street**, location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of July 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 April 2025.

Paul Finley, Mayor
City of Madison, Alabama



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

Date: July 7, 2025
To: Mayor & City Council
From: Ivon Williams
Deputy Revenue Officer, Revenue Department
Subject: Williams Hall LLC
DBA: Zanotta's Ristorante & Jazz
Lounge Retail Liquor - Class I License

Please find attached a copy of the checklist for Williams Hall LLC., doing business as Zanotta's Ristorante & Jazz in regard to their application for a Lounge Retail Liquor - Class I License for their location 112 Main Street, Madison, Alabama 35758.

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

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

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



Checklist for Beer/Wine/Liquor License

☒ ON PREMISE
 ☐ OFF PREMISE
 ☐ BEER
 ☐ WINE
 ☒ LIQUOR

Owner Name: WILLIAMS HALL LLC

Business Name: ZANOTTA'S RISTORANTE & JAZZ

Business Location: 112 MAIN STREET MADISON, AL 35758

Mailing Address: 112 MAIN STREET MADISON, AL 35758

Phone: (662) 386-2112

APPLICATION FEE:

Date Paid: 6/25/2025 Amount: \$ 100.00 Receipt #: 3559

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 6/25/2025

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Bethy Ruffee Title ID Asst.

Date Completed: 7-1-25

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 6/25/2025

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: DOUGLAS VARELCA Title Inspector

Date Completed: 7-2-25

FIRE DEPARTMENT APPROVAL:

Letter Sent: 6/25/2025

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Theresa [Signature] Title Inspector

Date Completed: 7/2/25

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 6/25/2025

Date Placed: 7/2/2025 Newspaper: Madison

Publication Fee Paid: \$184.00

Date Paid: 3/24/2025 Receipt #: 3558

Date of Public Hearing: 7/14/2025

Approved: ☐ Denied: ☐

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

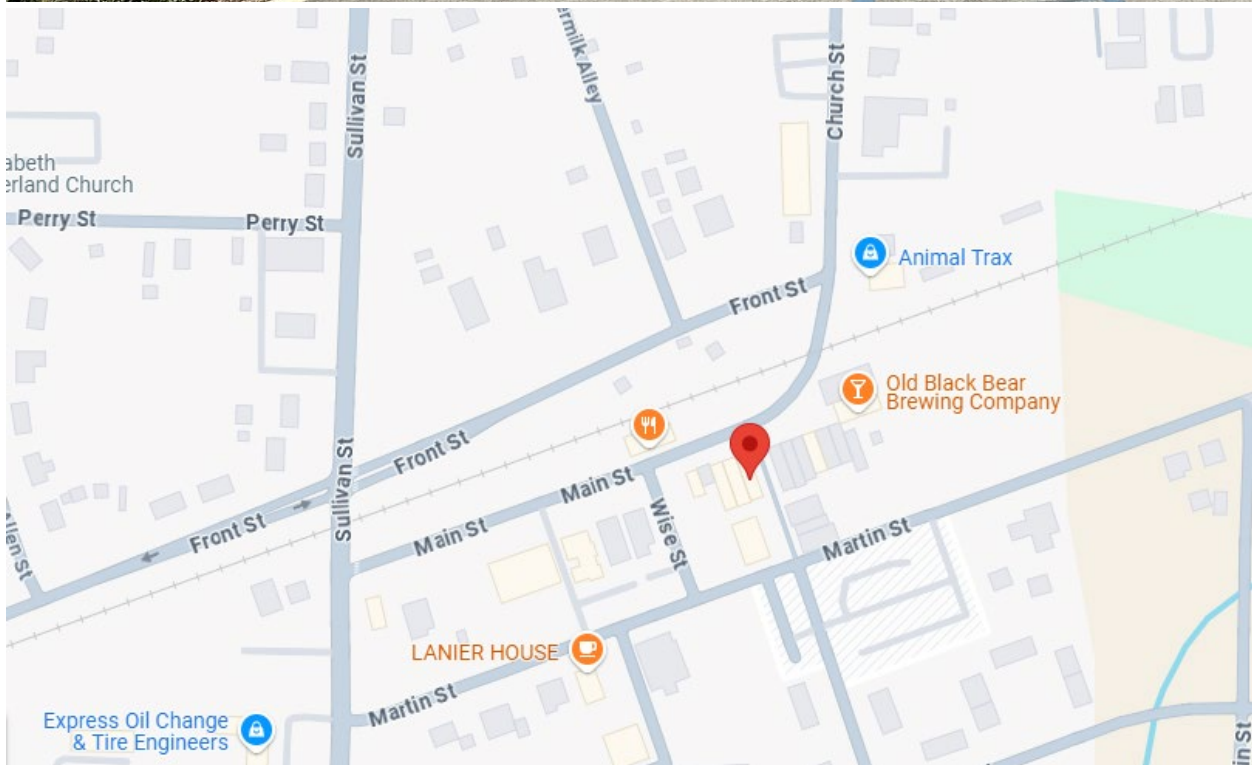
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2025-221-R**A RESOLUTION DIRECTING THE ISSUANCE OF A CERTIFICATE OF ELECTION FOR UNCONTESTED CITY COUNCIL DISTRICT NO. 1**

WHEREAS, Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, provide for and regulate general and special elections in cities and towns in this state; and

WHEREAS, Section 11-46-42 of the Alabama Code of 1975, as amended, prohibits write-in candidates in elections held under Section 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended; and

WHEREAS, Section 11-46-26 of the Alabama Code of 1975, as amended, provides that if only one person has filed a statement of candidacy for an office for an election to be held pursuant to Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, when the deadline for qualification has passed, then such person shall, for all purposes, be deemed elected to such office, and the Mayor shall immediately file a written statement with the governing body of the municipality, attested by the clerk, certifying the fact that only one person filed a statement of candidacy before the deadline set for an election of municipal officers of the municipality and setting forth the name of such person; and

WHEREAS, said Section 11-46-26 of the Alabama Code of 1975, as amended, provides that the governing body of the municipality, at its first regular meeting after receiving the Mayor's statement, shall adopt a resolution declaring the person named in the statement duly elected to the office described in the statement, and shall issue a Certificate of Election to such person; and

WHEREAS, the Mayor of the City of Madison has filed a written statement with the governing body of the municipality, attested by the Clerk, certifying the fact that only one person filed a statement candidacy for the office of City Council District No. 1 prior to the deadline, and the name of that person was Maura Wroblewski;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison that Maura Wroblewski, is hereby declared elected to the office of City Council District No. 1 in the City of Madison for the term of office commencing on the first Monday in November, 2025; and

BE IT FURTHER RESOLVED, that the appropriate officials of the City of Madison be and hereby are directed to issue a certificate of election to Maura Wroblewski for the office of City Council District No. 1 for such term pursuant to the provisions of Section 11-46-25 of the Alabama Code of 1975, as amended.

READ, PASSED, AND ADOPTED THIS THE 14th day of July 2025.

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

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of July 2025.

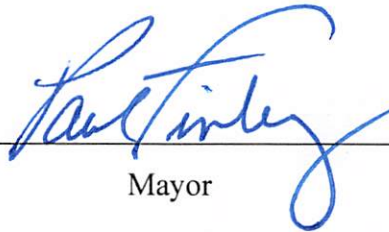
Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

MADISON AND LIMESTONE COUNTIES

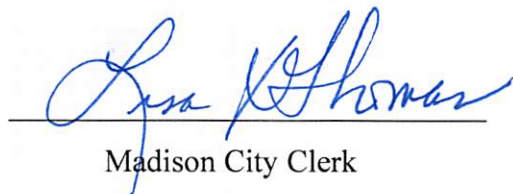
To the Council of Madison, Alabama

This is to certify that only one person filed a Statement of Candidacy for the office of Council District 1 by 5:00 p.m. on the fourth Tuesday in June preceding the 26th day of August 2025, the date set for an election of municipal officers in the City of Madison, Alabama, and the name of such person is Maura Wroblewski.



Mayor

ATTEST:



Madison City Clerk

RESOLUTION NO. 2025-222-R**A RESOLUTION DIRECTING THE ISSUANCE OF A CERTIFICATE OF ELECTION FOR UNCONTESTED CITY COUNCIL DISTRICT NO. 2**

WHEREAS, Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, provide for and regulate general and special elections in cities and towns in this state; and

WHEREAS, Section 11-46-42 of the Alabama Code of 1975, as amended, prohibits write-in candidates in elections held under Section 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended; and

WHEREAS, Section 11-46-26 of the Alabama Code of 1975, as amended, provides that if only one person has filed a statement of candidacy for an office for an election to be held pursuant to Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, when the deadline for qualification has passed, then such person shall, for all purposes, be deemed elected to such office, and the Mayor shall immediately file a written statement with the governing body of the municipality, attested by the clerk, certifying the fact that only one person filed a statement of candidacy before the deadline set for an election of municipal officers of the municipality and setting forth the name of such person; and

WHEREAS, said Section 11-46-26 of the Alabama Code of 1975, as amended, provides that the governing body of the municipality, at its first regular meeting after receiving the Mayor's statement, shall adopt a resolution declaring the person named in the statement duly elected to the office described in the statement, and shall issue a Certificate of Election to such person; and

WHEREAS, the Mayor of the City of Madison has filed a written statement with the governing body of the municipality, attested by the Clerk, certifying the fact that only one person filed a statement candidacy for the office of City Council District No. 2 prior to the deadline, and the name of that person was David Bier;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison that David Bier, is hereby declared elected to the office of City Council District No. 2 in the City of Madison for the term of office commencing on the first Monday in November, 2025; and

BE IT FURTHER RESOLVED, that the appropriate officials of the City of Madison be and hereby are directed to issue a certificate of election to David Bier, for the office of City Council District No. 2 for such term pursuant to the provisions of Section 11-46-25 of the Alabama Code of 1975, as amended.

READ, PASSED, AND ADOPTED THIS THE 14th day of July 2025.

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

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of July 2025.

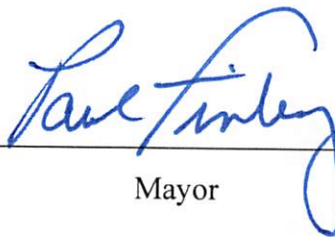
Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

MADISON AND LIMESTONE COUNTIES


To the Council of Madison, Alabama

This is to certify that only one person filed a Statement of Candidacy for the office of Council District 2 by 5:00 p.m. on the fourth Tuesday in June preceding the 26th day of August 2025, the date set for an election of municipal officers in the City of Madison, Alabama, and the name of such person is David Bier.



Mayor

ATTEST:



Madison City Clerk

RESOLUTION NO. 2025-223-R**A RESOLUTION DIRECTING THE ISSUANCE OF A CERTIFICATE OF ELECTION FOR UNCONTESTED CITY COUNCIL DISTRICT NO. 3**

WHEREAS, Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, provide for and regulate general and special elections in cities and towns in this state; and

WHEREAS, Section 11-46-42 of the Alabama Code of 1975, as amended, prohibits write-in candidates in elections held under Section 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended; and

WHEREAS, Section 11-46-26 of the Alabama Code of 1975, as amended, provides that if only one person has filed a statement of candidacy for an office for an election to be held pursuant to Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, when the deadline for qualification has passed, then such person shall, for all purposes, be deemed elected to such office, and the Mayor shall immediately file a written statement with the governing body of the municipality, attested by the clerk, certifying the fact that only one person filed a statement of candidacy before the deadline set for an election of municipal officers of the municipality and setting forth the name of such person; and

WHEREAS, said Section 11-46-26 of the Alabama Code of 1975, as amended, provides that the governing body of the municipality, at its first regular meeting after receiving the Mayor's statement, shall adopt a resolution declaring the person named in the statement duly elected to the office described in the statement, and shall issue a Certificate of Election to such person; and

WHEREAS, the Mayor of the City of Madison has filed a written statement with the governing body of the municipality, attested by the Clerk, certifying the fact that only one person filed a statement candidacy for the office of City Council District No. 3 prior to the deadline, and the name of that person was Billie Goodson;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison that Billie Goodson, is hereby declared elected to the office of City Council District No. 3 in the City of Madison for the term of office commencing on the first Monday in November, 2025; and

BE IT FURTHER RESOLVED, that the appropriate officials of the City of Madison be and hereby are directed to issue a certificate of election to Billie Goodson, for the office of City Council District No. 3 for such term pursuant to the provisions of Section 11-46-25 of the Alabama Code of 1975, as amended.

READ, PASSED, AND ADOPTED THIS THE 14th day of July 2025.

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

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

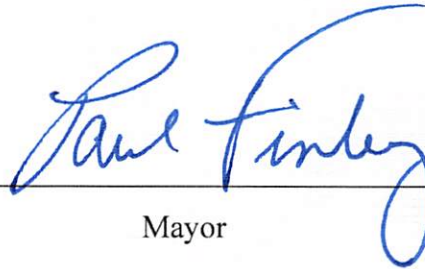
APPROVED this _____ day of July 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
MADISON COUNTIES

To the Council of Madison, Alabama

This is to certify that only one person filed a Statement of Candidacy for the office of Council District 3 by 5:00 p.m. on the fourth Tuesday in June preceding the 26th day of August 2025, the date set for an election of municipal officers in the City of Madison, Alabama, and the name of such person is Billie Goodson.



Paul Finley

Mayor

ATTEST:



Lisa Thomas

Madison City Clerk

RESOLUTION NO. 2025-224-R**A RESOLUTION DIRECTING THE ISSUANCE OF A CERTIFICATE OF ELECTION FOR UNCONTESTED CITY COUNCIL DISTRICT NO. 5**

WHEREAS, Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, provide for and regulate general and special elections in cities and towns in this state; and

WHEREAS, Section 11-46-42 of the Alabama Code of 1975, as amended, prohibits write-in candidates in elections held under Section 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended; and

WHEREAS, Section 11-46-26 of the Alabama Code of 1975, as amended, provides that if only one person has filed a statement of candidacy for an office for an election to be held pursuant to Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, when the deadline for qualification has passed, then such person shall, for all purposes, be deemed elected to such office, and the Mayor shall immediately file a written statement with the governing body of the municipality, attested by the clerk, certifying the fact that only one person filed a statement of candidacy before the deadline set for an election of municipal officers of the municipality and setting forth the name of such person; and

WHEREAS, said Section 11-46-26 of the Alabama Code of 1975, as amended, provides that the governing body of the municipality, at its first regular meeting after receiving the Mayor's statement, shall adopt a resolution declaring the person named in the statement duly elected to the office described in the statement, and shall issue a Certificate of Election to such person; and

WHEREAS, the Mayor of the City of Madison has filed a written statement with the governing body of the municipality, attested by the Clerk, certifying the fact that only one person filed a statement candidacy for the office of City Council District No. 5 prior to the deadline, and the name of that person was Alice Lessmann;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison that Alice Lessmann, is hereby declared elected to the office of City Council District No. 5 in the City of Madison for the term of office commencing on the first Monday in November, 2025; and

BE IT FURTHER RESOLVED, that the appropriate officials of the City of Madison be and hereby are directed to issue a certificate of election to Alice Lessmann, for the office of City Council District No. 5 for such term pursuant to the provisions of Section 11-46-25 of the Alabama Code of 1975, as amended.

READ, PASSED, AND ADOPTED THIS THE 14th day of July 2025.

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

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

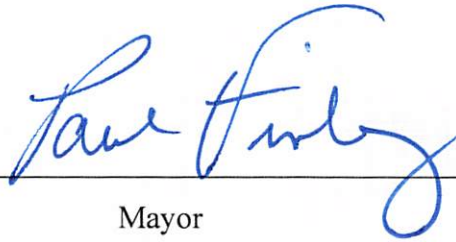
APPROVED this _____ day of July 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
MADISON COUNTIES

To the Council of Madison, Alabama


This is to certify that only one person filed a Statement of Candidacy for the office of Council District 5 by 5:00 p.m. on the fourth Tuesday in June preceding the 26th day of August 2025, the date set for an election of municipal officers in the City of Madison, Alabama, and the name of such person is Alice Lessmann.



Paul Finley

Mayor

ATTEST:



Eric Thomas

Madison City Clerk

RESOLUTION NO. 2025-234-R**A RESOLUTION APPOINTING ADDITIONAL ELECTION
OFFICERS FOR THE 2025 GENERAL MUNICIPAL ELECTION AND
ANY NECESSARY RUN-OFF ELECTION AND SETTING
COMPENSATION FOR SAID OFFICERS**

WHEREAS, the General Municipal election will be held on the 26th day of August, 2025, with any necessary run-off election to be held on Tuesday, September 23, 2025;

BE IT RESOLVED, that the persons named on “Attachment A” are appointed as additional election officers for the general election to be held on Tuesday August 26, 2025, and any necessary run-off election to be held on Tuesday, September 23, 2025.

BE IT FURTHER RESOLVED, that said election officers will be compensated at the rate of one hundred fifty dollars (\$150.00) per day for their services, and the Chief Inspectors shall be paid Two Hundred dollars (\$200.00) per day for their services.

READ, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Madison, Alabama, on the 14th of July, 2025.

ADOPTED this 14th day of July, 2025.

ATTEST:

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

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

APPROVED this ____ day of July, 2025.

Paul Finley, Mayor
City of Madison, Alabama



2025 General Municipal Election
August 26, 2025

2025 Municipal Election Run Off
September 23, 2025
{if needed}

Additional Poll Workers:

Ricky Williams {Council District 4 Limestone County}
James Clemens High School, 11306 County Line Road

Tom Irby {Council District 4 Limestone County}
James Clemens High School, 11306 County Line Road

Veronica Marino {Council District 5}
St. John the Baptist Catholic Church, 1057 Hughes Road

Gordon Brown {Council District 7}
Restoration Church, 5810 Wall Triana

Rita James {Council District 1}
Faith Lutheran Church, 660 Gillespie Road

Margaret Williams {Council District 1}
Faith Lutheran Church, 660 Gillespie Road

Mallory Hagan {Council District 4}
Madison City Hall, 100 Hughes Road

Leana Justice {Council District 4 Limestone County}
James Clemens High School, 11306 County Line Road

William Holbrook {Council District 2}
Madison Baptist Church, 840 Balch Road

RESOLUTION NO. 2025-217-R**A RESOLUTION AUTHORIZING PROPERTY ACQUISITIONS
FOR MILL CREEK DITCH ROADWAY STABILIZATION
AND SOUTH SIDE EROSION CORRECTION**

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

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire and/or condemn certain permanent public utility and drainage easements and temporary construction easements on, over, across, and upon the following described parcels of land for the **Mill Creek Ditch Roadway Stabilization and South Side Erosion Correction Project**, to-wit:
 - a. See Exhibits A (1-9), which contain descriptions for six (6) Tracts (the “Tract(s)”), which are attached hereto and incorporated herein, and copies of which are permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama. Drawings for each Tract are included with the parcel descriptions for each respective Tract.
2. That the obtainment of the foregoing Tracts is necessary for the Mill Creek Ditch Roadway Stabilization and South Side Erosion Correction Project (the “Project”), which is in the best interest of the citizens of the City of Madison in that the same will contribute to the health and general welfare of the citizens of Madison.
3. That the Mayor of the City of Madison, or his designee, be, and is further authorized, empowered, and directed to attempt to acquire by voluntary conveyance the above-described Tract(s) for the City for the aforesaid purpose at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended. Furthermore, in the event that certain owners of the respective Tracts desire to donate and dedicate their respective Tracts to the City of Madison, the City shall hereby accept the donation and dedication of such Tracts for purposes of the Project.
4. That the Mayor of the City of Madison, or his designee, be, and is hereby authorized, empowered, and directed to cause the above-described Tracts to be appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount that would constitute just compensation for their respective taking.
5. That in case of failure to acquire any of the said Tracts for the purpose aforesaid by voluntary conveyance from the owner or owners thereof, the City Attorney’s Office is hereby authorized to file a condemnation action and conduct condemnation proceedings on behalf of the City of Madison for the acquisition of such Tract(s) by the exercise of the right of eminent domain. Any prior acts taken by the City toward the acquisition of the properties pursuant to the eminent domain code are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of July 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 July 2025.

Paul Finley, Mayor
City of Madison, Alabama



2400 5th Avenue S, Suite 200
Birmingham, AL 35233
T 205.879.4462
GMCNETWORK.COM

C1.0

EXHIBIT

PROJ #22-024

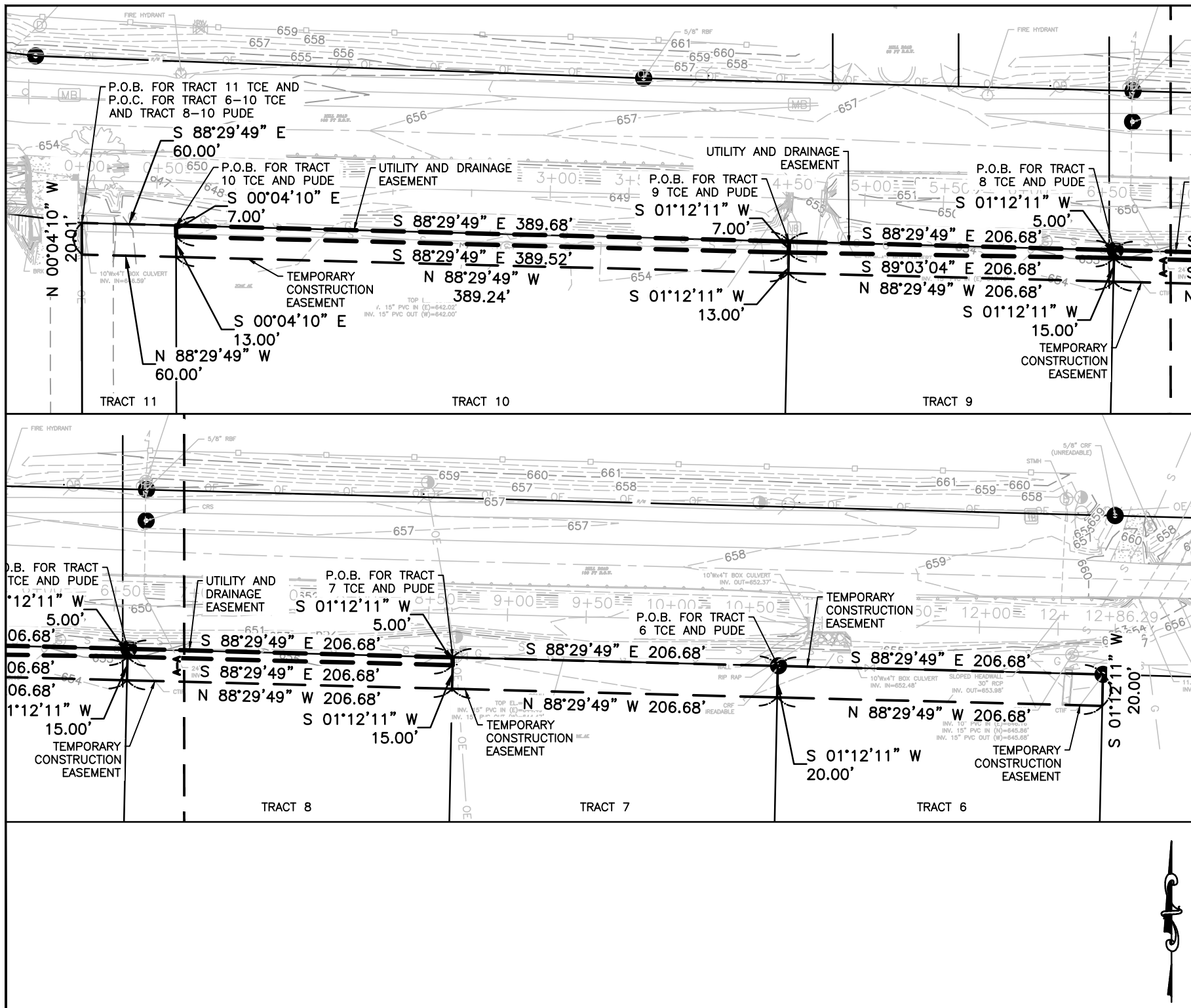
12/13/2024

DRAWN BY: KPP

MILL ROAD DRAINAGE
IMPROVEMENTS
MADISON, AL

SCALE: 1"=80'

UTILITY AND DRAINAGE EASEMENT



STATE OF ALABAMA
MADISON COUNTY
APR 20 4 38 PM '82



THIS POINT IS THE
NORTHWEST CORNER
OF SECTION 17, T44,
R2 W.

NOTE:
THERE IS A 7.5' UTILITY & DRAINAGE
EASEMENT ADJACENT TO ALL TRACT
LINES UNLESS OTHERWISE NOTED.
THIS PROPERTY LIES WITHIN THE
N.E.F. ZONE 30 OF THE HUNTSVILLE-
MADISON COUNTY JETPORT.

STATE OF ALABAMA
MADISON COUNTY

I, William A. Blevins, do hereby certify that I am a registered Engineer and Land Surveyor and that I have surveyed the lands embraced in the within plat or map designated as "MAPLEWOOD ACRES" all lying within the corporate limits of the City of Madison, Alabama. It is further certified that said plat or map is a true map or plat of lands embraced therein, showing the subdivision thereof into tracts, streets, public grounds, and public ways, giving the length, width, bearings and boundaries of each tract as well as the length, width, and name of each street and the number of each tract and the relation of said lands to the Government survey.

Charles W. Newman, owner of said lands, embraced in said subdivision, and his wife, Nell T. Newman, join in this certificate as required by law for the purpose of giving full force and effect of the platting of said lands as contemplated by law.

In witness whereof, we, the said William A. Blevins, Civil Engineer and Land Surveyor, and Charles W. Newman, and his wife, Nell T. Newman hereunto set our hands and affix our seals, this 12th day of March, 1982.

William A. Blevins, Civil Engineer and Land Surveyor, Ala. No. 1443
Charles W. Newman, (Owner)
Nell T. Newman, (Wife of Owner)

STATE OF ALABAMA
MADISON COUNTY

I, Harry Richotte, Notary Public in and for said State and County, hereby certify that William A. Blevins, whose name is signed to the foregoing certificate and who is known to me acknowledged before me on this day that being informed of the contents of the certificate, he executed the same voluntarily on the day the same bears date.

And I further certify that Charles W. Newman, owner of said property and his wife, Nell T. Newman, whose names are signed to the foregoing certificate and who are known to me acknowledged before me on this day that being informed of the contents of the certificate they executed the same voluntarily on the day the same bears date.

In witness whereof, I hereunto set my hand and seal, this 12th day of March, 1982.

Harry Richotte, Notary Public

The undersigned as City Engineer of the City of Madison, Alabama, hereby approves the within plat of "Maplewood Acres," Madison, Alabama, and consents to the recording of same in the Probate Office of Madison County, Alabama this 19th day of April, 1982.

Roy J. Gilbert, City Engineer for the City of Madison, Alabama

The undersigned as Chairman of the Water & Sewer Board, City of Madison, Alabama, hereby approves the within plat of "Maplewood Acres," Madison, Alabama, and consents to the recording of same in the Probate Office of Madison County, Alabama this 13th day of April, 1982.

J. T. Anderson, Chairman of the Water & Sewer Board, City of Madison, Alabama

ELECTRICAL DISTRIBUTION

Huntsville Utilities Electric Department will provide service according to its standard Service Rules and Regulations.

Signature of Electrician, Date 3/18/82

The within plat of "Maplewood Acres," Madison County, Alabama, is hereby approved by the Madison County Health Department, this 9th day of March, 1982.

MADISON COUNTY HEALTH DEPARTMENT
W. L. King, Health Officer

The within plat of "Maplewood Acres," Madison, Alabama, is hereby approved by the Planning Commission for the City of Madison, Alabama this 19th day of April, 1982.

CITY PLANNING COMMISSION
Bobby E. Lusk, Chairman

STATE OF ALABAMA
MADISON COUNTY

I, Judge of Probate of the County and state aforesaid certify that the within and foregoing instrument of writing was filed for record in this Office on the 19th day of April, 1982 at 4:00 o'clock and duly recorded in volume 117 of Plate page 118.

Martie Green, Judge of Probate

11/78

MAPLEWOOD ACRES MADISON ALABAMA	
SCALE: 1" = 150'	APPROVED BY: [Signature]
DATE: March 1982	REVIEWED: [Signature]
W.A. BLEVINS AND ASSOCIATES 210 WHITE STREET N.E., HUNTSVILLE, AL.	
RECORD, PLAT	DRAWING NUMBER 10 F1

500
50
25
300
8.75

State of Alabama

Madison County

Description (Temporary Construction Easement Tract 6):

Commence at a point lying at the intersection of the south right-of-way line of Mill Road & the west boundary line of Tract 11 of Maplewood Acres as recorded in Plat Book 11, Page 78 in the Office of the Judge of Probate of Madison County, Alabama; thence departing said west boundary line run along said south right-of-way line S 88°29'49" E, 1069.72 feet, more or less, to a point lying at the intersection of said south right-of-way line & the west boundary line of Tract 6 of said Maplewood Acres; said point also being the Point of Beginning; thence continue along said south right-of-way line S 88°29'49" E, 206.68 feet, more or less, to a point lying at the intersection of said south right-of-way line & the east boundary line of said Tract 6; thence departing said south right-of-way line run S 01°12'11" W along said east boundary line, 20.00 feet to a point; thence departing said east boundary line run along a line parallel to and 20.00 feet south of the aforementioned south right-of-way line N 88°29'49" W, 206.68 feet, more or less, to a point lying on the aforementioned west boundary line of Tract 6; thence run along said west boundary line N 01°12'11" E, 20.00 feet to the Point of Beginning.

Said described easement lying and being situated in Section 17, Township 4 South, Range 2 West, Madison County, Alabama, and contains 0.09 acres (4,133.60 S.F.), more or less.

Exhibit A(2)**State of Alabama****Madison County****Description (Temporary Construction Easement Tract 7):**

Commence at a point lying at the intersection of the south right-of-way line of Mill Road & the west boundary line of Tract 11 of Maplewood Acres as recorded in Plat Book 11, Page 78 in the Office of the Judge of Probate of Madison County, Alabama; thence departing said west boundary line run along said south right-of-way line S 88°29'49" E, 863.04 feet, more or less, to a point lying at the intersection of said south right-of-way line & the west boundary line of Tract 7 of said Maplewood Acres; said point also being the Point of Beginning; thence continue along said south right-of-way line S 88°29'49" E, 206.68 feet, more or less, to a point lying at the intersection of said south right-of-way line & the east boundary line of said Tract 7; thence departing said south right-of-way line run S 01°12'11" W along said east boundary line, 20.00 feet to a point; thence departing said east boundary line run along a line parallel to and 20.00 feet south of the aforementioned south right-of-way line N 88°29'49" W, 206.68 feet, more or less, to a point lying on the aforementioned west boundary line of Tract 7; thence run along said west boundary line N 01°12'11" E, 20.00 feet to the Point of Beginning.

Said described easement lying and being situated in Section 17, Township 4 South, Range 2 West, Madison County, Alabama, and contains 0.09 acres (4,133.60 S.F.), more or less.

Exhibit A(3)

State of Alabama

Madison County

Description (Utility & Drainage Easement Tract 8):

Commence at a point lying at the intersection of the south right-of-way line of Mill Road & the west boundary line of Tract 11 of Maplewood Acres as recorded in Plat Book 11, Page 78 in the Office of the Judge of Probate of Madison County, Alabama; thence departing said west boundary line run along said south right-of-way line S 88°29'49" E, 656.36 feet, more or less, to a point lying at the intersection of said south right-of-way line & the west boundary line of Tract 8 of said Maplewood Acres; said point also being the Point of Beginning; thence continue along said south right-of-way line S 88°29'49" E, 206.68 feet, more or less, to a point lying at the intersection of said south right-of-way line & the east boundary line of said Tract 8; thence departing said south right-of-way line run S 01°12'11" W along said east boundary line, 5.00 feet to a point; thence departing said east boundary line run along a line parallel to and 5.00 feet south of the aforementioned south right-of-way line N 88°29'49" W, 206.68 feet, more or less, to a point lying on the aforementioned west boundary line of Tract 8; thence run along said west boundary line N 01°12'11" E, 5.00 feet to the Point of Beginning.

Said described easement lying and being situated in Section 17, Township 4 South, Range 2 West, Madison County, Alabama, and contains 0.02 acres (1,033.40 S.F.), more or less.

Exhibit A(4)**State of Alabama****Madison County****Description (Temporary Construction Easement Tract 8):**

Commence at a point lying at the intersection of the south right-of-way line of Mill Road & the west boundary line of Tract 11 of Maplewood Acres as recorded in Plat Book 11, Page 78 in the Office of the Judge of Probate of Madison County, Alabama; thence departing said west boundary line run along said south right-of-way line S 88°29'49" E, 656.36 feet, more or less, to a point lying at the intersection of said south right-of-way line & the west boundary line of Tract 8 of said Maplewood Acres; thence run along said west boundary line S 01°12'11" W, 5.00 feet to the Point of Beginning; thence departing said west boundary line run along a line parallel to and 5.00 feet south of the aforementioned south right-of-way line S 88°29'49" E, 206.68 feet, more or less, to a point on the east boundary line of said Tract 8; thence run along said east boundary line S 01°12'11" W, 15.00 feet to a point; thence departing said east boundary line run along a line parallel to and 20.00 feet south of the aforementioned south right-of-way line N 88°29'49" W, 206.68 feet, more or less, to a point lying on the aforementioned west boundary line of Tract 8; thence run along said west boundary line N 01°12'11" E, 15.00 feet to the Point of Beginning.

Said described easement lying and being situated in Section 17, Township 4 South, Range 2 West, Madison County, Alabama, and contains 0.07 acres (3,100.20 S.F.), more or less.

Exhibit A(5)

State of Alabama

Madison County

Description (Utility & Drainage Easement Tract 9):

Commence at a point lying at the intersection of the south right-of-way line of Mill Road & the west boundary line of Tract 11 of Maplewood Acres as recorded in Plat Book 11, Page 78 in the Office of the Judge of Probate of Madison County, Alabama; thence departing said west boundary line run along said south right-of-way line S 88°29'49" E, 449.68 feet, more or less, to a point lying at the intersection of said south right-of-way line & the west boundary line of Tract 9 of said Maplewood Acres; said point also being the Point of Beginning; thence continue along said south right-of-way line S 88°29'49" E, 206.68 feet, more or less, to a point lying at the intersection of said south right-of-way line & the east boundary line of said Tract 9; thence departing said south right-of-way line run S 01°12'11" W along said east boundary line, 5.00 feet to a point; thence departing said east boundary line run N 89°03'04" W, 206.68 feet, more or less, to a point lying on the aforementioned west boundary line of Tract 9; thence run along said west boundary line N 01°12'11" E, 7.00 feet to the Point of Beginning.

Said described easement lying and being situated in Section 17, Township 4 South, Range 2 West, Madison County, Alabama, and contains 0.03 acres (1,240.04 S.F.), more or less.

Exhibit A(6)

State of Alabama

Madison County

Description (Temporary Construction Easement Tract 9):

Commence at a point lying at the intersection of the south right-of-way line of Mill Road & the west boundary line of Tract 11 of Maplewood Acres as recorded in Plat Book 11, Page 78 in the Office of the Judge of Probate of Madison County, Alabama; thence departing said west boundary line run along said south right-of-way line S 88°29'49" E, 449.68 feet, more or less, to a point lying at the intersection of said south right-of-way line & the west boundary line of Tract 9 of said Maplewood Acres; thence run along said west boundary line S 01°12'11" W, 7.00 feet to the Point of Beginning; thence departing said west boundary line run S 89°03'04" E, 206.68 feet, more or less, to a point on the east boundary line of said Tract 9; thence run along said east boundary line S 01°12'11" W, 15.00 feet to a point; thence departing said east boundary line run along a line parallel to and 20.00 feet south of the aforementioned south right-of-way line N 88°29'49" W, 206.68 feet, more or less, to a point lying on the aforementioned west boundary line of Tract 9; thence run along said west boundary line N 01°12'11" E, 13.00 feet to the Point of Beginning.

Said described easement lying and being situated in Section 17, Township 4 South, Range 2 West, Madison County, Alabama, and contains 0.07 acres (2,893.56 S.F.), more or less.

Exhibit A(7)

State of Alabama

Madison County

Description (Utility & Drainage Easement Tract 10):

Commence at a point lying at the intersection of the south right-of-way line of Mill Road & the west boundary line of Tract 11 of Maplewood Acres as recorded in Plat Book 11, Page 78 in the Office of the Judge of Probate of Madison County, Alabama; thence departing said west boundary line run along said south right-of-way line S 88°29'49" E, 60.00 feet, more or less, to a point lying at the intersection of said south right-of-way line & the west boundary line of Tract 10 of said Maplewood Acres; said point also being the Point of Beginning; thence continue along said south right-of-way line S 88°29'49" E, 389.68 feet, more or less, to a point lying at the intersection of said south right-of-way line & the east boundary line of said Tract 10; thence departing said south right-of-way line run S 01°12'11" W along said east boundary line, 7.00 feet to a point; thence departing said east boundary line run along a line parallel to and 7.00 feet south of the aforementioned south right-of-way line N 88°29'49" W, 389.52 feet, more or less, to a point lying on the aforementioned west boundary line of Tract 10; thence run along said west boundary line N 00°04'10" W, 7.00 feet to the Point of Beginning.

Said described easement lying and being situated in Section 17, Township 4 South, Range 2 West, Madison County, Alabama, and contains 0.06 acres (2,727.15 S.F.), more or less.

Exhibit A(8)

State of Alabama

Madison County

Description (Temporary Construction Easement Tract 10):

Commence at a point lying at the intersection of the south right-of-way line of Mill Road & the west boundary line of Tract 11 of Maplewood Acres as recorded in Plat Book 11, Page 78 in the Office of the Judge of Probate of Madison County, Alabama; thence departing said west boundary line run along said south right-of-way line S 88°29'49" E, 60.00 feet, more or less, to a point lying at the intersection of said south right-of-way line & the west boundary line of Tract 10 of said Maplewood Acres; thence run along said west boundary line S 00°04'10" E, 7.00 feet to the Point of Beginning; thence departing said west boundary line run along a line parallel to and 7.00 feet south of the aforementioned south right-of-way line S 88°29'49" E, 389.52 feet, more or less, to a point on the east boundary line of said Tract 10; thence run along said east boundary line S 01°12'11" W, 13.00 feet to a point; thence departing said east boundary line run along a line parallel to and 20.00 feet south of the aforementioned south right-of-way line N 88°29'49" W, 389.24 feet, more or less, to a point lying on the aforementioned west boundary line of Tract 10; thence run along said west boundary line N 00°04'10" W, 13.00 feet to the Point of Beginning.

Said described easement lying and being situated in Section 17, Township 4 South, Range 2 West, Madison County, Alabama, and contains 0.12 acres (5,062.01 S.F.), more or less.

Exhibit A(9)**State of Alabama****Madison County****Description (Temporary Construction Easement Tract 11):**

Begin at a point lying at the intersection of the south right-of-way line of Mill Road & the west boundary line of Tract 11 of Maplewood Acres as recorded in Plat Book 11, Page 78 in the Office of the Judge of Probate of Madison County, Alabama; thence departing said west boundary line run along said south right-of-way line S 88°29'49" E, 60.00 feet, more or less, to a point lying at the intersection of said south right-of-way line & the east boundary line of said Tract 11; thence departing said south right-of-way line run S 00°04'10" E along said east boundary line, 20.00 feet to a point; thence departing said east boundary line run along a line parallel to and 20.00 feet south of the aforementioned south right-of-way line N 88°29'49" W, 60.00 feet, more or less, to a point lying on the aforementioned west boundary line of Tract 11; thence run along said west boundary line N 00°04'10" W, 20.01 feet to the Point of Beginning.

Said described easement lying and being situated in Section 17, Township 4 South, Range 2 West, Madison County, Alabama, and contains 0.03 acres (1,200.00 S.F.), more or less.

RESOLUTION NO. 2025-219-R**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE
THE SUBDIVISION IMPROVEMENTS FOR
3 PARK PRESERVE, PHASE THREE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective July 14, 2025, the City of Madison accepts for public use and maintenance the streets, drainage, and utilities within the rights of way and easements dedicated for 3 Park Preserve Subdivision, Phase Three, as recorded in the Limestone County Probate Office in Plat Book L, Page 265.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of July 2025

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

ATTEST:

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

APPROVED this _____ day of July 2025

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: 3 Park Preserve Ph 3

Principal: Tennessee Valley Communities, LLC

Bond No: 1750114318 Amount: 883,493.15 LOC ☒ Cash ☐

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

WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective as of the above referenced acceptance date; and

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

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

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

IN WITNESS WHEREOF, we hereunto set our names and seals on this 1st day of July, 2025

Amanda Kay Davis
WITNESS

PRINCIPAL
By: [Signature]

Its: Manager

APPROVED:
[Signature]
City Engineer

7/1/2025
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

**THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS**

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: 3 Park Preserve Ph 3

Plat Book: L Page: 205 or Document # _____

Probate Records of Limestone County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance program(s) of the Water and Wastewater Board of the City of Madison (the Board), and the City of Madison. The Applicant hereby dedicates the sanitary sewer system of said subdivision to the Board, and all other subdivision improvements to the City of Madison, subject only to final acceptance of same by each of said entities.

The applicant knows of no defects from any cause in these improvements. Applicant certifies that said improvements are free and clear of any encumbrance or loan.

The undersigned developer accepts responsibility for maintenance of said improvements in accordance with maintenance bonds submitted to the Board, and if applicable the City of Madison.

Date: May 9, 2025

Developer: Tennessee Valley Communities, LLC

Address: 8604 Memorial Parkway SW, Huntsville, AL 35802

By: [Signature]

**ENGINEERING CERTIFICATION
(THE BOARD)**

This is to certify that the sanitary sewer system lying within the above-referenced subdivision, is complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the Board within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer that the Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board.

Date: 5/18/25

Consulting Engineer(s): 2 The Point Inc, Daniel Feld

Address: 8024 Memorial Pkwy SW, Huntsville, AL 35802

By: [Signature]

**THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS**

Subdivision: 3 Park Preserve Ph 3

Plat Book: L Page: 205 or Document # _____

Probate Records of Limestone County, Alabama

The sanitary sewer system of the above-referenced subdivision has passed required tests and inspection and are hereby recommended for acceptance into the maintenance program of the Water and Wastewater Board of the City of Madison.



Board Inspector

All required construction plans, bonds and other documents and certifications have been submitted and the above-referenced sanitary sewer system in the above-referenced subdivision are ready for acceptance by the Board.



General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 2nd day of June, 2025, dedicated sanitary sewer system in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.



Board Chairman

**ENGINEERING CERTIFICATION
FOR THE CITY OF MADISON**

This is to certify that the streets, curbs and gutters, and other required subdivision improvements lying within the above-referenced subdivision, are complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the City of Madison within dedicated easements and/or rights-of-way.

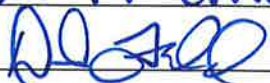
This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer(s) that representatives of the City of Madison will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the City.

Date: 6/4/25

Consulting Engineer(s): 2 The Point Inc, Daniel Feld

Address: 8024 Memorial Pkwy SW, Huntsville, AL 35802

By: 

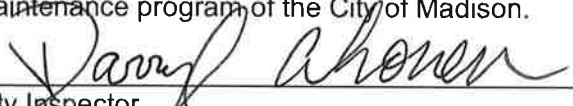
**THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS**

Subdivision: 3 Park Preserve Ph 3

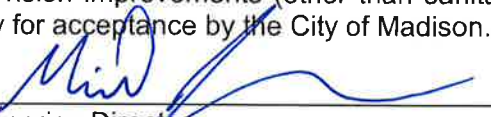
Plat Book: L Page: 265 or Document # _____

Probate Records of Limestone County, Alabama

Subdivision improvements in the above-referenced subdivision (other than sanitary sewer system accepted by the Water and Wastewater Board) have passed inspection and are hereby recommended for acceptance into the maintenance program of the City of Madison.


City Inspector

All required construction plans, bonds, and other documents and certifications have been submitted and the subdivision improvements (other than sanitary sewer system accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.


Engineering Director

Upon affirmative vote of the City Council of the City of Madison on this the _____ day of _____, _____, dedicated subdivision improvements in the above-referenced subdivision are hereby accepted into the maintenance system of the City of Madison.

Council President

Mayor

RESOLUTION NO. 2025-232-R

**A RESOLUTION AUTHORIZING COMMERCIAL AID-TO-CONSTRUCTION
AGREEMENT WITH HUNTSVILLE UTILITIES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Commercial Aid-to-Construction Quote with the Huntsville Electric Utility Board, a municipal public utility board created by the City of Huntsville, Alabama, a municipal corporation, for relocation of power lines for the Royal Drive Extension project, said agreement to be substantially similar in purpose, intent, and composition to that certain document identified as "Commercial Aid-to-Construction Quote," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of July 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 July 2025.

Paul Finley, Mayor
City of Madison, Alabama

HUNTSVILLE UTILITIES

Commercial Aid-to-Construction Quote

ELECTRIC DEPARTMENT

(Requires Customer Signature to Begin Construction or Issue Materials)

**Developer/Customer Name:** City of Madison**Mailing Address:****Name of Building/Subdivision:****Location:** Royal Dr Extension**NOTE I: The following steps must be completed before our work will be scheduled:**

1. The Aid-to-Construction in this quote is paid.
2. Acceptance of quote and conditions by signing and returning this quote sheet.
3. For underground line construction, the customer/developer must furnish and install required conduits and concrete transformer pad and must install other required facilities (per Huntsville Utilities specifications) as shown on drawing furnished by Engineering Department.
4. For overhead line construction, the developer/customer is required to cut/trim trees per Huntsville Utilities specifications [ten feet (10') either side of line].
5. Easement Required: (if yes, contact Engineering Services for details)

NOTE II: These steps must be completed before your service can be turned on:

1. Application for service made, security deposit and construction fees paid. (This is addition to any Aid-to-Construction cost.) Load information must be made available to the Electric Engineering Services Department before deposits can be quoted. Contact the Commercial Industrial group in the Customer Service Department (256-535-1317).
2. Customer must purchase and install a Huntsville Utilities approved meterbase at a location approved by the Huntsville Utilities Engineer. Customer should be aware that many meterbases are UL approved and/or would be approved by the Inspection Department that are NOT on Huntsville Utilities approved meterbase list. Enclosed meter rooms or meter closets are NOT standard and should only be built with prior approval by Huntsville Utilities which will only be granted under special
3. Customer's service cables must be pulled after transformer is placed by Huntsville Utilities. Maximum size 500 mcm for single phase transformers and 750 mcm for three phase transformers.
4. Any inspections required by the appropriate Inspection Department must be obtained and delivered to Huntsville Utilities' Operations Department (normally delivered by the Inspection Department).

Aid-to-Construction Due:

\$23,338

WBS Element:

RRP-25050001.E.MN

Order Number:**Engineer:**

Jon Laing, 256-652-8656, jon.laing@hsvutil.org

Date:

05/28/2025

This quote will remain in effect for 30 days only from the date shown above unless paid within the 30-day period; wherein, it will remain in effect for a period of 90 days provided the customer is ready for Huntsville Utilities to begin construction.

Signature indicates acceptance to these terms. Please sign and return this form to Huntsville Utilities:**FAX:** Sign and FAX to Huntsville Utilities Electric Engineering Services, Attention (Engineer) 256-535-1445**Mail:** Sign and mail with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services, PO Box 2048, Huntsville, AL 35805**Personal Delivery:** Sign and bring with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services at 112 Spragins Street, Huntsville, AL (second floor)**Customer Signature:** _____ **Print Name:** _____ **Date:** _____

Payment Amount: _____ Date: _____ Check #: _____ Received by: _____

Payment Amount: _____ Date: _____ Check #: _____ Received by: _____

Payment Amount: _____ Date: _____ Check #: _____ Received by: _____

Payment Amount: _____ Date: _____ Check #: _____ Received by: _____

Payment Amount: _____ Date: _____ Check #: _____ Received by: _____

ORDINANCE NO. 2025-214

AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT WITH THE ALABAMA FIBER NETWORK

WHEREAS, Fiber Utility Network, Inc. (d/b/a Alabama Fiber Network) has requested a franchise from the City for the installation and operation of a fiber-optic telecommunications system in the City's right of way; and

WHEREAS, the City Council of the City of Madison has determined that the proposed franchise, for a ten-year term, will promote the health, safety, and welfare of the public and otherwise serve the public interest;

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

Section 1. The City, in consideration of the acceptance of the mutual covenants and agreements and of all the terms and conditions of this Ordinance hereby grants to Fiber Utility Network, Inc. (d/b/a Alabama Fiber Network), the right, privilege, authority, and non-exclusive agreement for the installation and operation of a fiber-optic telecommunications system, as defined in the Franchise Agreement attached to this Ordinance, and to use the streets, avenues, and public rights of way in the City for such purposes in accordance with the terms, conditions, and provisions of the Franchise Agreement.

Section 2. That the Mayor is hereby authorized and directed to execute the Franchise Agreement attached hereto as **Exhibit A** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

Section 3. If any word, clause, phrase, sentence, paragraph, or provision of this Ordinance or the Franchise Agreement shall be invalidated by a court of competent jurisdiction, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof.

Section 4. That the Franchise Agreement shall be in full force and effect after the date of its final passage, adoption, and proper execution. A synopsis of this Ordinance and the Agreement shall be published one time in the Madison County Record, a newspaper of general circulation in the City of Madison, Alabama.

READ, PASSED, and ADOPTED this ____ day of July 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 July 2025.

Paul Finley, Mayor
City of Madison, Alabama

FRANCHISE AGREEMENT

This Franchise Agreement is entered into on this the ____ day of _____, 2025, by and between the City of Madison, Alabama (hereinafter referred to as the “City”) and Fiber Utility Network, Inc. (d/b/a Alabama Fiber Network) (hereinafter referred to as the “Franchisee”).

WHEREAS, the City has and reserves the right to exercise control over the highways, streets, alleys, and public places, inside the City of Madison, Alabama, and to require the City’s consent before using such highways, streets, alleys, and public places;

WHEREAS, state law confers to the City certain rights and requirements for franchises and permission to use the public ways of the City;

WHEREAS the Franchisee has requested from the City a franchise to use the streets and public ways of the City to conduct business as an internet/communications services provider; and

WHEREAS the City and the Franchisee desire to outline the terms of the franchise.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound thereby, the City and Franchisee enter into this Franchise Agreement and agree as follows:

W I T N E S S E T H :

The City and the Franchisee do hereby mutually covenant and agree as follows:

SECTION 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

- (a) “City” means the City of Madison, Alabama, a municipal corporation.
- (b) “City Council” means the City Council of the City of Madison, Alabama.

(c) “Gross Receipts” means all revenues (exclusive of sales tax) received by the Franchisee from (a) the operation of the System within the corporate limits of the City, and (b) any related services provided by the Franchisee within the corporate limits of the City, including but not limited to: (i) all revenues from installation charges for customers within the City, (ii) all revenues from connection or disconnection fees from customers within the City, (iii) all revenues from penalties or charges to customers in the City for checks returned from banks, net of costs paid, and penalties, interest or charges for late payment, (iv) all revenues from equipment sold or rented to customer upon customer premises within the City, (v) all revenues from authorized rental of conduit space within the City’s Rights-of-way, (vi) all revenues from authorized rentals of any portion of the Franchisee’s System, (vii) all other revenues collected by the Franchisee from business pursued within the City, recoveries of bad debts previously written off and revenues from

the sale or assignment of bad debts, and (viii) the value of any free services provided by the Franchisee to customers within the City. Revenue of any affiliate or subsidiary of the Franchisee shall be included in Gross Receipts to the extent that the treatment of the revenue as that of the affiliate or subsidiary would have the effect of evading the payment of fees required by this Agreement.

(d) “Mayor” means the Mayor of the City of Madison, Alabama, and his/her designee(s) (which may include representatives from one or more of the departments of the City).

(e) “Person” means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

(f) “Rights-of-way” means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, or other public rights-of-way to the extent that the same would entitle the City and the Franchisee to use the same for the purpose of installing, operating, repairing and maintaining the System. The term shall not include any state or federal rights-of-way or any property owned or controlled by any person other than the City, except as provided by applicable law or pursuant to an agreement between the City and any such governmental entity or person. The term shall also not include property owned or leased by the City that is not used or is not typically used as rights-of-way for vehicular or pedestrian transport or the installation of public utility facilities, such as City parks and/or City public works facilities.

(g) “System” shall mean the Franchisee’s fiber-based telecommunications system, including its fiber-optic transmission lines, as well as the system of conduit, pipes, transmission lines, handholes, manholes, repeaters, meters, equipment and all other facilities reasonably associated with and related to the operation of such telecommunications system, operated by the Franchisee within the corporate limits of the City in accordance with the terms and conditions contained in this Agreement.

(h) “Telecommunications” means the transmission, between or among points specified by the user, or information of the user’s choosing (e.g., data, video, and voice), without change in the form or content of the information as sent and received.

(i) “Telecommunication Service(s)” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

(j) “Franchise Fee” means the fee paid by the Franchisee to the City in exchange for the rights granted to the Franchisee under this Agreement.

(k) “City Engineer” means the head of the Engineering Department of the City of Madison, Alabama, and his/her designee(s).

SECTION 2. Grant of Franchise.

(a) The City hereby grants to the Franchisee the non-exclusive and limited right, consent, and franchise to construct, maintain, and operate the System within and along the Rights-of-way in the City of Madison, as set forth in more detail and subject to the limitations expressed herein.

(b) The Franchisee's non-exclusive right, consent, and franchise granted herein is expressly limited such that it shall be granted only along the Rights-of-way in the manner, scope and locations as approved by the Mayor (or his/her designee).

- i. Attached as **Exhibit 1** is the proposed initial location of the System that the Franchisee intends to submit to the Mayor for consideration. The Franchisee shall obtain the approval of the Mayor and City Engineer of the locations of all and any part of the System before constructing, expanding, or extending the System within the City pursuant to this Agreement.
- ii. Prior to construction or installation of the System, Franchisee shall submit to the City a properly completed Permit Application for Construction within City of Madison Right of Way (**Exhibit 3**), as well as an Application for Road or Lane Closure (**Exhibit 4**), as applicable.

(c) Unless otherwise approved by the City Engineer or as permitted by **Section 2(d)**, the Franchisee's System shall be placed below the surface (except for such markers as may be required or permitted by the City to demonstrate the location of the Franchisee's System, or to facilitate the connection of the same to any aerial poles pursuant to **Section 2(d)**), upon such conditions and pursuant to such rules and regulations as may be required by the Engineering Department of the City of Madison, Alabama and the City's Public Works Department.

(d) The Franchisee's System may be placed above the surface where it is located on or upon the poles of the electric utility board of the City of Huntsville ("Huntsville Utilities"), under such terms and conditions as may be agreed to by and between the Franchisee, the City, and Huntsville Utilities in a separate pole attachment agreement. However, this Agreement shall not be construed so as to extend to the Franchisee any right, consent, franchise, authorization, or permission to place any cables, wires, associated appliances, or other items of any kind upon the poles of the Huntsville Utilities, and any such authorization must be the subject of a separate pole attachment agreement. In the event of any irreconcilable conflict between such pole attachment agreement and this Agreement, as it relates to an issue concerning the poles of the Huntsville Utilities, the terms of any such pole attachment agreement shall govern.

(e) The right, consent, and franchise granted by this Agreement is for the sole and expressed purpose of operating a system for providing telecommunication or information services, including leasing of portions of Franchisee's System, to Franchisee's customer and community hub locations within the corporate limits of the City as may be authorized by the Alabama Public Service Commission or federal law. This Agreement shall not be construed so as to extend to the Franchisee any right, consent, franchise, authorization, or permission to operate a "cable system" within the City as defined under federal law, and as such this Agreement shall not be governed by

the restrictions and regulations governing franchises of “cable systems” found in Title 47, Chapter 5, Subchapter V-A, Part III of the *United States Code*.

(f) The City makes this Agreement without reducing its police powers and expressly reserves the right to adopt and enforce, now and hereafter, in addition to the provisions in this Agreement and all other existing laws, such additional laws, ordinances, and regulations as it may find necessary in the exercise of its police power to provide for the health, safety, or welfare of the City.

(h) The Franchisee’s use of the Rights-of-way authorized hereunder shall be subordinate in all matters to the City’s use and rights of the Rights-of-way.

(i) This Agreement does not convey any title, legal or equitable, to the Franchisee with respect to the Rights-of-way.

(j) This Agreement does not give the Franchisee any vested right in any part of the System’s particular location, and the Franchisee acknowledges and accepts at its own risk that the City may make use in the future of the Rights-of-way in which the Franchisee is located in a manner inconsistent with Franchisee’s use of the Rights-of-way, and that in such event the Franchisee will not be entitled to any compensation from the City.

SECTION 3. Compensation.

(a) As consideration for this Agreement, the Franchisee shall pay to the City as a Franchise Fee five percent (5%) of its Gross Receipts during each calendar year of operation under this Agreement. Such payments shall be made annually during each calendar year, within thirty (30) days of the close of each year.

(b) Each payment shall be signed by an official of Franchisee who shall certify to its accuracy, showing the basis for the computation and such other relevant facts as may be reasonably required by the City.

(c) The City shall have the right to, at its sole expense, inspect, and audit, upon reasonable written notice, at the Franchisee’s offices where such records are located, all relevant financial statements and financial records for the prior thirty-six (36) month period, in the form and manner as are reasonable prescribed by the City to verify compliance with the Franchise Fee or other payments requirements of this Agreement. At the direction of the City and in its sole discretion, the inspection and audit shall take place either at the Franchisee’s offices where such records are located or at a location within the corporate limits of the City to be designated by the City. If the City requires the records to be made available for inspection and audit at a location within the corporate limits of the City to be designated by the City, the Franchisee shall be responsible for the costs and expenses of producing the records in said location.

(d) If it is determined that the Franchisee has underpaid the Franchise Fee during any prior twelve (12) month period, then in addition to fully paying the owed sum, the Franchisee will (i) reimburse the City for all of its reasonable costs associated with such determination (including

but not limited to attorney fees and accountant fees), and (ii) pay interest on the underpayment at the rate of 10% per annum.

(e) In addition to the Franchise Fee, and in consideration for the permission to use and occupy City rights-of-way as provided in this Agreement, Franchisee shall install fiber communications lines as a part of its System to certain City locations, which are described in **Exhibit 2**, at no cost to the City and pursuant to all terms and conditions of this Agreement, as applicable. Franchisee shall install said lines to City locations prior to July 1, 2026. Franchisee shall provide favorable service rates to the City in amounts less than or equal to the rates charged to other community hubs and government sector subscribers. Service to City locations shall be included in Gross Receipts for purposes of calculating and paying franchise fees described in Section 3(a).

(f) No refund of any payment or reimbursement of costs under this **Section 3** shall be made upon the termination of this Agreement.

(g) The City and the Franchisee agree that the payments to be made to the City pursuant to this Agreement are not taxes and are not in the nature of a tax, but are in addition to any and all taxes of general applicability or other fees or charges which the Franchisee shall be otherwise required to pay. The Franchisee shall not have any claim for any deduction or credit of all or any part of the amount of payments made pursuant to this Agreement on account of any taxes of general applicability or other fees or charges which the Franchisee is otherwise required to pay to the City. The payment of such compensation by the Franchisee in no way limits the right of the City to impose charges or fees with respect to any work that the Franchisee performs in connection with any construction project or other work in the City.

(h) No acceptance of any payment by the City shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the Agreement.

(i) Unless otherwise provided for, all remittances for the monies due according to the terms of this Agreement are to be made payable to the City Clerk and mailed or delivered to:

City of Madison
Attn: City Clerk
100 Hughes Road
Madison, AL 35758

Such remittances shall clearly identify or reference this Agreement.

SECTION 4. Duration and Term.

(a) The Agreement shall be for an initial term of ten (10) years (the “Initial Term”), commencing upon the later date of the date of publication of the franchise ordinance authorizing this Agreement, or the date of the execution of this Agreement by all of the parties hereto.

(b) Notwithstanding anything to the contrary contained in this Agreement, in the event the Franchisee, at the sufferance of and without objection by the City, holds over beyond the term of this Agreement and continues to operate all or any part of the System or otherwise exercise any part of the rights granted hereunder, after the term of this Agreement, then the Franchisee shall continue to comply with and be subject to all provisions hereunder through the period of such holding over, provided that any such holding over shall not be viewed as a renewal or extension of this Agreement.

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the Rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said Rights-of-way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein. The City does not warrant any of the rights granted by this Agreement.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by granting this Agreement and approving this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of the Rights-of-way by the Franchisee or any person or to charge reasonable compensation for such use, and the Franchisee, by its acceptance of this Agreement, agrees that all lawful powers and rights, regulatory power, police power, or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The City expressly reserves its right to make reasonable rules, regulations, and restrictions for the protection of persons and property related to the Rights-of-way. The Franchisee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

SECTION 7. Bond.

(a) The Franchisee shall obtain and maintain, at its sole cost and expense, during the entire term of this Agreement and for one (1) year after the expiration or termination of this Agreement, a corporate surety bond(s) in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00).

(b) Said bond(s) shall be obtained and maintained to secure the faithful performance of the Franchisee of all of its obligations provided under this Agreement. This bond requirement will supersede and replace any additional bond obligations required in Exhibit 3, unless otherwise determined by the City Engineer.

(c) The Franchisee shall file such bond(s) with the City Clerk on or before the date that this Agreement is executed by all of the parties thereto and/or any renewal thereof. The failure by the Franchisee to do so shall constitute a violation of this Agreement.

(d) The bond(s) shall provide for and be subject to the following conditions:

(i) There shall be recoverable by the City, jointly and severally from the principal and surety, any and all fines, penalties, damages, charges, obligations, fees or other amounts due to the City from the Franchisee under the terms of this Agreement and any and all damages, losses, costs, and expenses suffered, including reasonable attorney fees, incurred by the City or resulting from the failure of the Franchisee to: faithfully comply with the provisions of the Agreement; comply with all applicable orders, permits and directives of the City; and/or pay any claims, liens or taxes due to the City which arise from or by reason of the construction, operation, maintenance and/or repair of the System.

(ii) The total amount of the bond(s), shall be forfeited in favor of the City in the event that (a) the Franchisee abandons the System at any time during the term of the Franchise Agreement or renewal thereof or ceases operation of the System for a period in excess of six (6) months; (b) the Franchisee does not remove the System upon the expiration or termination of the Agreement pursuant to **Section 19** of the same; and/or (c) the Franchisee assigns the franchise granted herein without the express prior written consent of the City.

(e) The bond(s) required herein shall be in a form that is reasonably satisfactory to the City. The corporate surety bond shall require thirty (30) days written notice of any non-renewal, alteration, or cancellation to both the City and the Franchisee. The Franchisee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of a replacement bond within thirty (30) days following the receipt by the City or the Franchisee of any notice of cancellation. Failure to do so shall constitute a violation of this Agreement.

(f) The City may draw against the Franchisee's bond(s) for any unpaid damages, charges, obligations, fees, or other amounts owing to it as provided herein which are thirty (30) or more days past due, and upon doing so, shall provide the Franchisee with written notice of the same.

(g) The bond(s) shall at all times be maintained at the amount and levels as required in this section and shall be a continuing obligation for the duration of this Agreement and thereafter until the Franchisee has liquidated all of its obligations with the City that may have arisen by reason of the construction, operation, or maintenance of the System or breach or termination of the Agreement. If the bond(s) is/are drawn-down for any reason, the bond(s) shall be renewed by the Franchisee within thirty (30) days to the amounts required herein and the failure to do so by the Franchisee shall constitute a violation of this Agreement.

SECTION 8. Standards of Service.

(a) Compliance with Local Ordinances. With respect to all of its activities and operations within the corporate limits of the City, Franchisee shall comply with any and all municipal codes, standards, ordinances, and laws of the City, as they now exist or are hereafter enacted or amended, expressly including but not limited to those concerning the use of the Rights-of-way, as they now exist or may hereafter be amended.

(b) Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Franchisee pursuant to this Agreement shall be located so as to cause the least and minimum interference with the proper use of the Rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of-way.

(c) Excavation and Installation. Prior to any excavation within the Rights-of-way (or any disturbance of any pavement, sidewalk, or other improvement of any street, avenue, alley, or other public place), the Franchisee shall obtain permission from the City Engineer pursuant to this Agreement, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the Rights-of-ways due to the Franchisee's installation, removal, relocation, maintenance, and repair of its System or facilities shall be accomplished to the satisfaction of the City.

Any opening or obstruction in the Rights of way made by the Franchisee during the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boardings, the bounds of which during periods of dusk and darkness shall be clearly and visibly located. In any case where a Right-of-way is being excavated, disturbed or encumbered by Franchisee (and/or its contractors, subcontractors, vendors, and others performing services or work on the Franchisee's behalf in connection with this Agreement), the same shall take all precautions required by law, in particular, the Manual on Uniform Traffic Control Devices, or otherwise necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to give notice and warning to the public of the existence of actual conditions present.

(d) Restoration of Rights-of-way. If during the course of the Franchisee's construction, operation or maintenance of the System there occurs a disturbance of any Rights-of-way or infrastructure located therein by the Franchisee, it shall, at its expense, replace and restore such Rights-of-way and infrastructure to a condition as good as the condition of the Rights-of-way existing immediately prior to such disturbance to the reasonable satisfaction of the City Engineer. The Franchisee shall perform the work according to the standards and with the materials specified or approved by the City Engineer. Such restoration shall be accomplished within 48 hours after the completion of the Franchisee's work. Upon failure of the Franchisee to make such restoration within such time, if the restoration cannot be made within such time, or to begin the restoration within such time, or upon the Franchisee's delay of more than 24 hours in the continuation of a restoration begun, the City Engineer may serve upon the Franchisee notice of the City's intent to cause the restoration to be made in the Franchisee's stead. Unless the Franchisee begins or resumes the proper restoration within 24 hours after receipt of such notice, the City shall cause the disturbed area to be restored, including the removal of excess dirt, and the expense of the same shall be borne by the Franchisee upon the demand of the City.

(e) Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Franchisee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Rights-of-way, or remove from the Rights-of-way, any part of the System or the Franchisee's property when required by the City (including but not limited to by reason of traffic conditions; public safety; street abandonment; freeway and street construction; change or establishment of

street grade; widening of roadways; construction or maintenance of sidewalks; construction or maintenance of public works; and installation of sewers, drains, gas or water pipes, electrical or telecommunications lines). Should the Franchisee refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the actual cost thereof shall be chargeable to the Franchisee. Notwithstanding the foregoing, in cases of emergency (as determined in the reasonable discretion of the City Engineer), the City may remove, relocate, replace, or renew any part of the System placed in the Rights-of-way, and the Franchisee shall on demand, reimburse the City for the actual expenses thereby incurred. City shall present invoices or other appropriate documentation of labor and materials used in said relocation to substantiate requests for reimbursement.

(f) Trimming of Trees and Shrubbery. Trimming of trees and shrubbery within the Rights-of-way by the Franchisee to prevent contact with the System shall be done only upon the approval of the City Engineer, and upon such standards as City Engineer may direct. The Franchisee shall compensate the City for any damages, in such amounts as determined by the City Engineer, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Franchisee to the satisfaction of the City Engineer.

(g) Safety and Permit Requirements. Construction, installation, repair, and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in compliance with applicable federal, state, and local laws, rules, and regulations, including all permit requirements, licensing requirements, and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

(h) Minimum Standards. All of the construction by the Franchisee shall conform, at a minimum, to the minimum standards of the Franchisee and City. In the event there is a conflict between the standards adopted by the Franchisee and any applicable federal, state, or local standards, including ordinances, forms, or applications of the City, the stricter standard shall apply.

(i) Obstructions of Rights-of-Way. Except in the case of an emergency or with the approval of the City Engineer, no rights-of-way obstruction or excavation may be performed when seasonally prohibited or when weather conditions are unreasonable for such work. The Franchisee shall not so obstruct the Rights-of-way so as to interfere with the natural, free, and clear passage of water through the gutters, drains, ditches or other waterways.

(j) Safety Requirements.

(i) The Franchisee shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(ii) The Franchisee shall install and maintain the System in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City.

(iii) All of the Franchisee's structures and all lines, equipment, and connections in, over, under and upon the Rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(iv) The Franchisee shall maintain a force of employees at all times sufficient to provide safe, adequate, and prompt service for the System.

(k) Least Disruptive Technology. The Franchisee is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the Rights-of-way. The Franchisee will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City Engineer. The City Engineer may reasonably require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Franchisee may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Agreement applies.

(l) Payment of Costs. The Franchisee shall be responsible for all costs associated with the installation, repair, and maintenance of the System and all associated equipment including, but not limited to (i) the reasonable costs to repair the Rights-of-way due to the installation, repair and maintenance of the System, and (ii) the reasonable costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City.

(m) Responsibility for Damages. The Franchisee shall exercise precautions to avoid damage to any and all other facilities of the City and others located in the Rights-of-way, and hereby assumes all responsibility for any and all loss for such damages caused by the Franchisee (and/or its contractors, subcontractors, vendors, and others performing services or work on the Franchisee's behalf in connection with this Agreement). The Franchisee shall make an immediate report to the City Engineer of the occurrence of any damages and hereby agrees to reimburse the City (and such others) for any and all reasonable expenses incurred in making repairs.

(n) Reports. Franchisee shall cooperate with the City with respect to the administration of this Agreement. Franchisee shall furnish or make available to the City upon request, at no cost of the City, such records, information, and reports as may be reasonably necessary, as determined by the City, for the City's administration of this Agreement.

(o) Others Performing Work for Franchisee. The requirements set forth in this Agreement concerning the work performed by the Franchisee in connection with this Agreement equally apply to any and all of Franchisee's contractors, subcontractors, vendors, and others performing services or work on the Franchisee's behalf. The Franchisee shall be fully responsible for all such activities performed by its contractors, subcontractors, vendors, and others performing services or work on the Franchisee's behalf in connection with this Agreement, and the Franchisee must ensure that all of the same abide by and adhere to the same provisions of this Agreement that

would otherwise apply to Franchisee if Franchisee was performing the services or work. Any failure to do so will constitute a breach/violation of the terms of this Agreement to the same extent and as if Franchisee had directly caused such breach itself.

SECTION 9. Enforcement and Termination of Agreement.

(a) Notice of Violation. In the event the Franchisee has not complied with any of the terms of this Agreement, the City shall notify the Franchisee in writing of the nature of the alleged breach.

(b) Right to Cure or Respond. The Franchisee shall have 30 days from receipt of the notice described in **Section 9(a)**: (a) to respond to the City by contesting the assertion of breach, (b) to cure such breach, or (c) in the event that, by the nature of breach, such breach cannot, for reasons beyond the control of the Franchisee, be cured within the 30-day period, initiate reasonable steps to remedy such breach and notify the City of the steps being taken and the projected date that they will be completed.

(c) Enforcement. Should the City find, in its reasonable discretion, that the Franchisee has failed to appropriately cure or remedy its breach with the terms of this Agreement, then the City may hold the Franchisee in material default of this Agreement and (i) terminate the Agreement and/or (ii) pursue remedies as the City deems appropriate, including but not limited to, any of the following remedies:

- (i) Seek specific performance of any provision which reasonably lends itself to such a remedy;
- (ii) Make a claim against any surety or performance bond which may be required to be posted;
- (iii) Restrain by injunction the default or reasonably anticipated default by the Franchisee of any provision of this Agreement; and/or
- (iv) Seek any other available remedy permitted by law or in equity.

(d) Impossibility of Performance. The Franchisee shall not be held in breach with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

(e) Attorney Fees. Unless prohibited by applicable law, the City shall be entitled to enforce this Agreement through all remedies lawfully available, and Franchisee shall pay the City's costs of enforcement, including reasonable attorney fees, in the event that Franchisee is determined judicially to have violated the provisions of this Agreement.

(f) Remaining Obligations After Termination. Upon termination or expiration of this Agreement, all rights and obligations between the parties created by this Agreement shall cease,

except for (i) the obligation to pay outstanding fees and other amounts to the City; (ii) the obligation to maintain security until released by the City or otherwise in accordance with this Agreement and **Section 7** hereof; (iii) the defense, release, and indemnification obligations as set forth in this Agreement; (iv) the provisions regarding the removal of the System in **Section 19** hereof; and (v) such other provisions in this Agreement which expressly provide for survival beyond the term of this Agreement.

SECTION 10. Default. A breach of this Agreement by the Franchisee shall include, but not be limited to the following:

- (1) The occurrence of any event relating to the financial status of the Franchisee which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Franchisee;
- (2) The condemnation by a public authority, other than the City, or sale, or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or
- (3) If (a) the Franchisee shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Franchisee's property or assets; (c) any creditor of the Franchisee petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Franchisee or for any material parts of the property or assets of the Franchisee under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Franchisee decreeing the voluntary or involuntary dissolution of the Franchisee.
- (4) A failure to construct and begin operation of the System on or before **July 1, 2026**.
- (5) A failure to operate the System for a period of six (6) months.

(6) The Franchisee assigns the franchise granted herein without the express prior written consent of the City.

SECTION 11. Insurance. The Franchisee shall maintain in full force and effect, at its own cost and expense, the insurance set forth in **Exhibit 5**, attached hereto and incorporated herein. The Franchisee shall provide the City with certificates of insurance showing compliance with these requirements (including the required designation of additional insureds, where required).

SECTION 12. Indemnity and Hold Harmless. The Franchisee agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which (i) arise from or are related to the alleged acts or omissions of the Franchisee, its employees, agents, or subcontractors, or (ii) arise from or are related to the construction, operation, maintenance, upgrade, repair or removal of the System, or (iii) arise from or relate to this Agreement. The City does not and shall not waive any rights against the Franchisee which it may have by reason of this indemnification, or because of the acceptance by, or the Franchisee's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Franchisee shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

The City shall not be liable to the Franchisee for any interruption to service of the Franchisee or for any interference, however caused, with the operation of the Franchisee's System, arising in any manner out of the Franchisee's use of the Rights-of-way in the City, including but not limited to any effects undesirable to the Franchisee which the presence, breakdown, operation, maintenance, alteration of, or additions to, the lines, pipes, and/or other facilities of the City may have upon the attachments or the transmission of the Franchisee, even if the cause of such effects may be attributable to negligence (including, without being limited to, the City's contributory negligence, concurring negligence, active negligence and passive negligence) on the part of the City or its agents.

SECTION 13. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular easement or right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Franchisee. This Agreement shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 14. Warranties and Representations. The Franchisee hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Franchisee further agrees, represents and warrants that this Agreement is legal, valid and binding.

SECTION 15. Other Obligations. Obtaining this Agreement does not relieve the Franchisee of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the

Franchisee is responsible for all work done in the rights-of-way pursuant to this Agreement, regardless of who performs the work.

SECTION 16. Priority of Use. This Agreement does not establish any priority for the use of the Rights-of-way by the Franchisee or any present or future franchisees or permit holders. In the event of any dispute as to the priority of use of the Rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 17. Notice. Every notice or response required by this Agreement to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed to all of the following:

City of Madison
Attn: Mayor
100 Hughes Road
Madison, AL 35758

City of Madison
Attn: City Clerk
100 Hughes Road
Madison, AL 35758

City of Madison
Attn: City Engineer
100 Hughes Road
Madison, AL 35758

City of Madison
Attn: City Attorney
100 Hughes Road
Madison, AL 35758

The notices or responses to the Franchisee shall be addressed as follows:

Alabama Fiber Network
103 Jesse Samuel Hunt Blvd., Suite 203
Prattville, Alabama 36066

The City and the Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

SECTION 18. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas hereafter annexed by the City.

SECTION 19. Removal of System Upon Termination. Upon the expiration or termination of this Agreement, the Franchisee shall remove such portions of the System, at its own expense, pursuant to the same restrictions and provisions herein that governed their installation. If not so removed within one-hundred eighty (180) days of such termination, the System shall be deemed to be worthless and to be abandoned/forfeited to the City, in which case it may be removed or otherwise disposed of by the City, at the expense of the Franchisee, and the City shall be free from any liability for removing or disposing of the same.

SECTION 20. Waiver. Failure to enforce or insist upon compliance with any of the terms of conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

SECTION 21. Publication. The ordinance approving this Agreement shall be published in accordance with the applicable provision of Ala. Code § 11-45-8 (1975). Such publication shall be done by the City Clerk of the City, and the expense of such publication shall be paid by the Franchisee.

SECTION 22. Assignment.

(a) The Franchisee's interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the approval and written consent of the City, which said consent shall not be unreasonably withheld.

(b) In the normal course of its business, Franchisee may enter into agreements with its customers, including resellers, that authorize the customers to use capacity or fiber which is located within the System. The customer's rights to use the capacity or fiber will not constitute an assignment, license, lease or other transfer under subsection (a), above, provided that the Franchisee does not in any way surrender control over its System and remains responsible for its obligations under this Agreement. Nothing herein waives the City's right to require the Franchisee's customers to obtain any required franchise or other applicable authorization.

SECTION 23. Miscellaneous. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

SECTION 24. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule

of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

SECTION 25. Governing Law / Venue. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. For any action concerning this Agreement, venue in Alabama state courts shall be in Madison County, Alabama, and in Alabama federal courts, shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

SECTION 26. Severability Clause. If any part, section or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.

SECTION 27. Entire Agreement. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION 28. Relationship of the Parties. It is understood and agreed that the relationship of the parties hereto shall not be construed as a joint venture or partnership. Franchisee is not and shall not be deemed to be an agent or a representative of the City. The City is not and shall not be deemed to be an agent or representative of Franchisee.

SECTION 29. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement. Copies shall have the same effect as the original execution(s).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates hereafter set forth but effective as of _____, 2025.

FRANCHISEE

FIBER UTILITY NETWORK, INC. (D/B/A ALABAMA FIBER NETWORK)

BY: _____

Its: _____

Date: _____

STATE OF ALABAMA
COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of Fiber Utility Network, Inc. (d/b/a Alabama Fiber Network), an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and seal this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

CITY
CITY OF MADISON, ALABAMA

BY: _____
Its Mayor

ATTEST:

CITY CLERK-TREASURER

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

I, the undersigned authority, as 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 of the City of Madison, Alabama, respectively, 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, on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 2025.

Notary Public

EXHIBIT 1

Proposed Initial Location

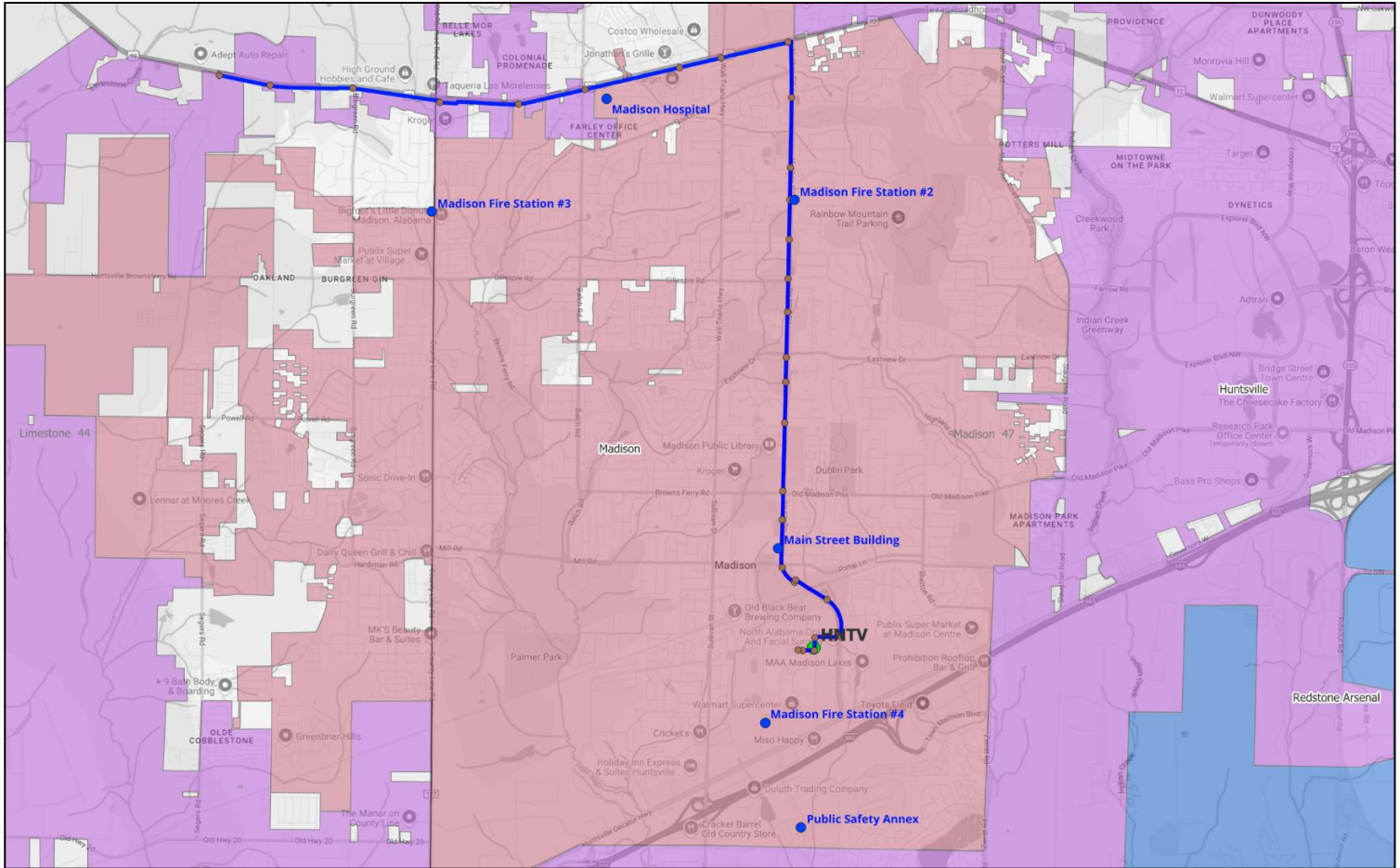


EXHIBIT 2
Madison Locations

- 1. Public Safety Annex – 230 Business Park Ave.**
- 2. Fire Station #2 – 1227 Hughes Road**
- 3. Fire Station #3 – 12266 County Line Road**
- 4. Fire Station #4 – 400 Celtic Drive**
- 5. Main Street Building – 101 Main Street**
- 6. Madison Hospital – 8375 Hwy 72 West**

EXHIBIT 3
City Right of Way Permit

[SEE SEPARATE ATTACHMENT]

EXHIBIT 4
City Road or Lane Closure Application

[SEE SEPARATE ATTACHMENT]

Exhibit 5 – Insurance Requirements

A. Franchisee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Franchisee, or Franchisee's employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Coverage shall be written on Insurance Services Office (ISO) form or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance with limits of \$1,000,000.00 each occurrence for bodily injury and property damage and, \$2,000,000.00 general aggregate including \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury and contractual liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City, as well as its officers, employees and agents, shall be included as additional insureds as their interest may appear under this Franchise under the Franchisee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsements or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits \$1,000,000.00 per claim and aggregate covering the negligent actions of the Franchisee in the performance of professional services under this Franchise.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Alabama and Employer's Liability with a limit of \$1,000,000.00 each accident/disease/policy limit.

B. Upon receipt of notice from its insurer(s) the Franchisee shall provide the City with thirty (30) days' prior written notice of Cancellation.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

D. Verification of Coverage. Franchisee shall furnish the City with certificate of insurance and blanket additional insured endorsements evidencing the insurance requirements of Franchisee.

E. Franchisee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.



CITY OF MADISON
ENGINEERING DEPARTMENT
 100 HUGHES ROAD
 MADISON, AL 35758
 WWW.MADISONAL.GOV

PERMIT APPLICATION FOR CONSTRUCTION WITHIN CITY OF MADISON RIGHT-OF-WAY

Instructions: This application will be returned as the permit after design reviews are complete. Page 2 is to be completed by the Permittee or design engineer. A separate request for lane/road closures, if necessary, must be submitted by the contractor once construction dates are finalized. Please include a Traffic Control Plan (TCP) with this permit application. Coordination is recommended between the engineer and contractor to determine what traffic control is necessary. The intent is for there to be no design changes to the TCP after the ROW permit is issued.

GENERAL CONDITIONS OF THE PERMIT

Permittee is granted permission to install or maintain the utility described in this permit application within specified City of Madison rights-of-way, subject to following conditions:

1. Permittee will perform the work in accordance with the attached plans & specifications and in a manner that will not interfere with maintenance of the right-of-way.
2. The City of Madison will review the attached plans for the location of the proposed work relative to City-owned infrastructure and property. The permittee or its contractor is responsible for field locating any surface or underground utilities or structures owned by public or private utility providers, and the permittee accepts full responsibility for comprehensive utility location and notifications. The permittee's engineer is responsible for all designs and surveys.
3. If required by either The Public Works Director or The City Engineer, Permittee shall attend a preconstruction meeting with the designated City inspector(s) prior to beginning work. Permittee shall also attend a preconstruction meeting with a Madison Utilities inspector prior to beginning any work on sanitary sewer.
4. In the installation or maintenance of utilities under this Permit, Permittee will conform to the City of Madison specifications and details for utility work inside rights-of-way.
5. The AASHTO Manual on Uniform Traffic Control Devices, latest edition, is made a part of the requirements of Permit by reference and all work shall conform to the applicable requirements of the Manual.
6. The Clean Water Act of 1987 and the Alabama Nonpoint Source Management Program (1989) are made a part of the requirements of this Permit by reference and all work shall conform to the applicable requirements thereof.
7. Permittee shall conform to the most recent edition of all applicable regulations of The Environmental Protection Agency (EPA), The Alabama Department of Environmental Management (ADEM), and the Occupational Safety and Health Administration (OSHA) for both installation and maintenance of all permitted work. It is the responsibility of the Permittee to procure any required state or federal permits prior to the start of construction.
8. Permittee shall conform to Section 6-19 of the *Code of Ordinances for The City of Madison, Alabama*, which is incorporated herein by reference and a copy of which will be provided to Permittee by The City upon request.
9. Permittee shall be responsible for any and all damages to private property, to existing utilities, or to the general public which are caused by Permittee, its agents, employees, or contractors in the course of performing the work made the subject of this Permit and shall hold harmless therefrom The City of Madison, its officials, agents, employees, and contractors.
10. Permittee will file with The City of Madison an acceptable certified check or bond in the amount of fifteen percent (15%) of the total cost of work or two thousand dollars (\$2,000.00), whichever is larger, to guarantee the completion and two-year maintenance of the permitted work. This provision shall not be applicable to entities possessing a valid franchise allowing their operation for profit in City rights-of-way.
11. Permittee will perform the work applied for in this Permit within a one (1) year period, or the permit will expire. Once work begins, Permittee must pursue the work diligently and continuously.
12. Permittee will restore all affected right-of-way in accordance with Section 6-19(e) of the *Code of Ordinances for The City of Madison, Alabama*.
13. If the permitted work will disturb sufficient area that an ADEM permit is required, Permittee shall furnish the ADEM-issued Notice of Registration to The City of Madison prior to starting work.
14. If a lane or roadway closure will be necessary to perform the work, then the Permittee shall submit a completed Construction Application For Lane or Road Closure to The City of Madison Engineering Dept. at least three (3) business days prior to the requested closure. This application is attached as page 3 of this application and is not required if no lane or road closure is required to perform the work. It is preferred that closure applications be submitted once construction dates are determined so that The City of Madison can coordinate with our emergency management personnel about detours and notify the public. Additionally, if the Permittee requires additional closures than what was provided on the traffic control plan in the construction drawings, then some revisions may need to be performed to permit the new road or lane closure.
15. The City of Madison does not approve any work within Norfolk Southern right-of-way. The Permittee must receive permission from Norfolk Southern before performing any work within its right-of-way. <https://www.norfolksouthern.com/en/rail-development-property/public-projects>

All construction project drawings will require City of Madison Standard Notes to be included on a notes sheet that is in the plan sheet and included on the project's sheet index. [Standard Notes can be downloaded here.](#)

Complete this application and submit (via email) all required documents to:

Maxwell R. Carter, PE
 Professional Civil Engineer
 The City of Madison
maxwell.carter@madisonal.gov

If you do not receive a submittal confirmation within two business days, then please contact our department at (256)-772-8431.



CITY OF MADISON
ENGINEERING DEPARTMENT
 100 HUGHES ROAD
 MADISON, AL 35758
 WWW.MADISONAL.GOV

Contact The City of Madison Dept. of Revenue for business license number information by calling (256)-772-5628.

PERMITTEE	PERMITTEE
	Owner of Improvements: _____
	Contact: _____ Title: _____ Phone: _____ Email: _____
	Address Line 1: _____ Madison Business License No.: _____
	Address Line 2: _____
	City: _____ State: _____ Zip Code: _____
CONTRACTOR	CONTRACTOR
	Construction Company: _____
	Contact: _____ Title: _____ Phone: _____ Email: _____
	Address Line 1: _____ Madison Business License No.: _____
	Address Line 2: _____ Subcontractors: <input type="checkbox"/> No <input type="checkbox"/> Yes (All sub's must have COM business license)
	City: _____ State: _____ Zip Code: _____ If yes, list sub's info on new page.
PROJECT	PROJECT INFORMATION
	Project Name: _____
	Location: _____
	Description: _____
	Desired Start Date: _____ Anticipated Project Duration (calendar days): _____
	Any Road or Lane Closure(s): _____ (Describe)
	Any Trenching In Roadways: _____ _____ (Describe location of pavement trench(es), LF/SF of trench) Refer to note 9 on page 1.
	Utility Companies Impacted: _____

I certify and acknowledge that I have read this application and all General Conditions applicable hereto; that all information provided by me herein is true and correct; and that all work described above and for which a permit is issued shall conform to all applicable local, state and federal laws and regulations and to all plans and specifications herewith submitted. By signing this application, I am promising to satisfy all requirements imposed upon me as a contractor under the laws of The State of Alabama, to include any exemptions as provided by law, and I am verifying that I am authorized by the Permittee to execute this document as its/his/her agent. As a properly licensed contractor, I hereby agree to exercise all due and reasonable care to protect the improvements and utilities contained within or directly serving the right-of-way within which the proposed work is due to be done, regardless of the type or ownership of said improvements or utilities. I further agree to make or cause to have made repairs to any improvements or utilities damaged as a result of the proposed work being done by me, my employees, agents, subcontractors, or suppliers of materials. All repairs will be made to the satisfaction of The City of Madison.

Name of Applicant (printed): _____ Signature: _____ Date: _____

To be completed by City of Madison Engineering Dept.:

APPROVALS	APPROVALS
	Utility Signature of Approval: _____ Date: _____
	Name & Title of Approver: _____
	City of Madison Engineering Dept. Signature of Approval: _____ Date: _____
	Name & Title of Approver: _____
	SURETY REQUIRED Yes <input type="checkbox"/> No <input type="checkbox"/> Certified Check Received: _____ Bond Received: _____ Amount: \$ _____ Date: _____

ID: _____



CITY OF MADISON
ENGINEERING DEPARTMENT
 100 HUGHES ROAD
 MADISON, AL 35758
 WWW.MADISONAL.GOV

APPLICATION FOR ROAD OR LANE CLOSURE

INSTRUCTIONS

This application must be completed by the contractor or organization performing the closure and emailed to engineering@madisonal.gov at least 3 business days prior to the requested closure with the construction drawings or event's temporary traffic control drawings.

All requests should include site specific traffic control drawings that show the locations of traffic control devices, required signage, and the areas of the work, closure, and equipment parking.

Detour plans will be required for complete road closures. This must include a detailed drawing indicating type and placement of detour signage per MUTCD guidelines. All signage shall be in place and bagged 1 day prior to the closure request.

PROJECT INFORMATION

Event or Project Title: _____

Organization or Contractor: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Date(s) of Closure: _____

Reason for Closure: _____

Direction (N,S,E,W): _____

Location: _____

Nearest Cross Street: _____

Type of Closure (circle one): Left Lane Right Lane Entire Road

CITY OF MADISON ENGINEERING DEPT. USE

Date Received: _____ Reviewed By: _____ Date Approved: _____ ID: _____

Notes:

ORDINANCE NO. 2025-162

**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 May 12, 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:

0 BRENTWOOD LANE

ALL THAT PART OF LOTS 8 AND 9, BLOCK 2 OF EASTVIEW MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 6 ON PAGE 99 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A BENT 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT AND THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 47 MINUTES 09 SECONDS EAST 137.20 FEET TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE, FROM THE POINT OF BEGINNING, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 42 MINUTES 43 SECONDS EAST 59.84 FEET TO A 1" REBAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 9 AND THE NORTHWEST CORNER OF LOT 8, BLOCK 2 OF SAID SUBDIVISION; THENCE, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 50 MINUTES 11 SECONDS EAST 191.02 FEET TO A 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF THE SUSAN D. ELEDR MANAGEMENT TRUST, ET AL TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2011-414460 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, LEAVING BRENTWOOD LANE, ALONG THE WEST BOUNDARY OF THE SUSAN D. ELDER TRACT, SOUTH 01 DEGREE 33 MINUTES 45 SECONDS WEST 416.26 FEET TO A 3/4" CRIMPED IRON PIPE FOUND; THENCE, ALONG THE SOUTH BOUNDARIES OF LOTS 8 AND 9, BLOCK 2 OF SAID SUBDIVISION, NORTH 88 DEGREES 54 MINUTES 54 SECONDS WEST 249.94 FEET TO A 5/8" REBAR FOUND AT THE SOUTHEAST CORNER OF THE JAMES GAY AND CARLY SKINNER TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2018-21668 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, ALONG GAY AND SKINNER'S BOUNDARY, NORTH 01 DEGREES 26 MINUTES 07 SECONDS EAST 416.73 FEET TO THE POINT OF BEGINNING, CONTAINING 2.394 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC., DATED MAY 29, 2024.

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:

0 BRENTWOOD LANE

ALL THAT PART OF LOTS 8 AND 9, BLOCK 2 OF EASTVIEW MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 6 ON PAGE 99 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A BENT 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT AND THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 47 MINUTES 09 SECONDS EAST 137.20 FEET TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE, FROM THE POINT OF BEGINNING, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 42 MINUTES 43 SECONDS EAST 59.84 FEET TO A 1" REBAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 9 AND THE NORTHWEST CORNER OF LOT 8, BLOCK 2 OF SAID SUBDIVISION; THENCE, CONTINUE ALONG THE SOUTH MARGIN OF BRENTWOOD LANE, SOUTH 88 DEGREES 50 MINUTES 11 SECONDS EAST 191.02 FEET TO A 5/8" REBAR FOUND AT THE NORTHWEST CORNER OF THE SUSAN D. ELDER MANAGEMENT TRUST, ET AL TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2011-414460 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, LEAVING BRENTWOOD LANE, ALONG THE WEST BOUNDARY OF THE SUSAN D. ELDER TRACT, SOUTH 01 DEGREE 33 MINUTES 45 SECONDS WEST 416.26 FEET TO A 3/4" CRIMPED IRON PIPE FOUND; THENCE, ALONG THE SOUTH BOUNDARIES OF LOTS 8 AND 9, BLOCK 2 OF SAID SUBDIVISION, NORTH 88 DEGREES 54 MINUTES 54 SECONDS WEST 249.94 FEET TO A 5/8" REBAR FOUND AT THE SOUTHEAST CORNER OF THE JAMES GAY AND CARLY SKINNER TRACT CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2018-21668 IN THE PROBATE RECORDS OF SAID COUNTY; THENCE, ALONG GAY AND SKINNER'S BOUNDARY, NORTH 01 DEGREE 26 MINUTES 07 SECONDS EAST 416.73 FEET TO THE POINT OF BEGINNING, CONTAINING 2.394 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC., DATED MAY 29, 2024.

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 5** 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 14th day of July 2025.

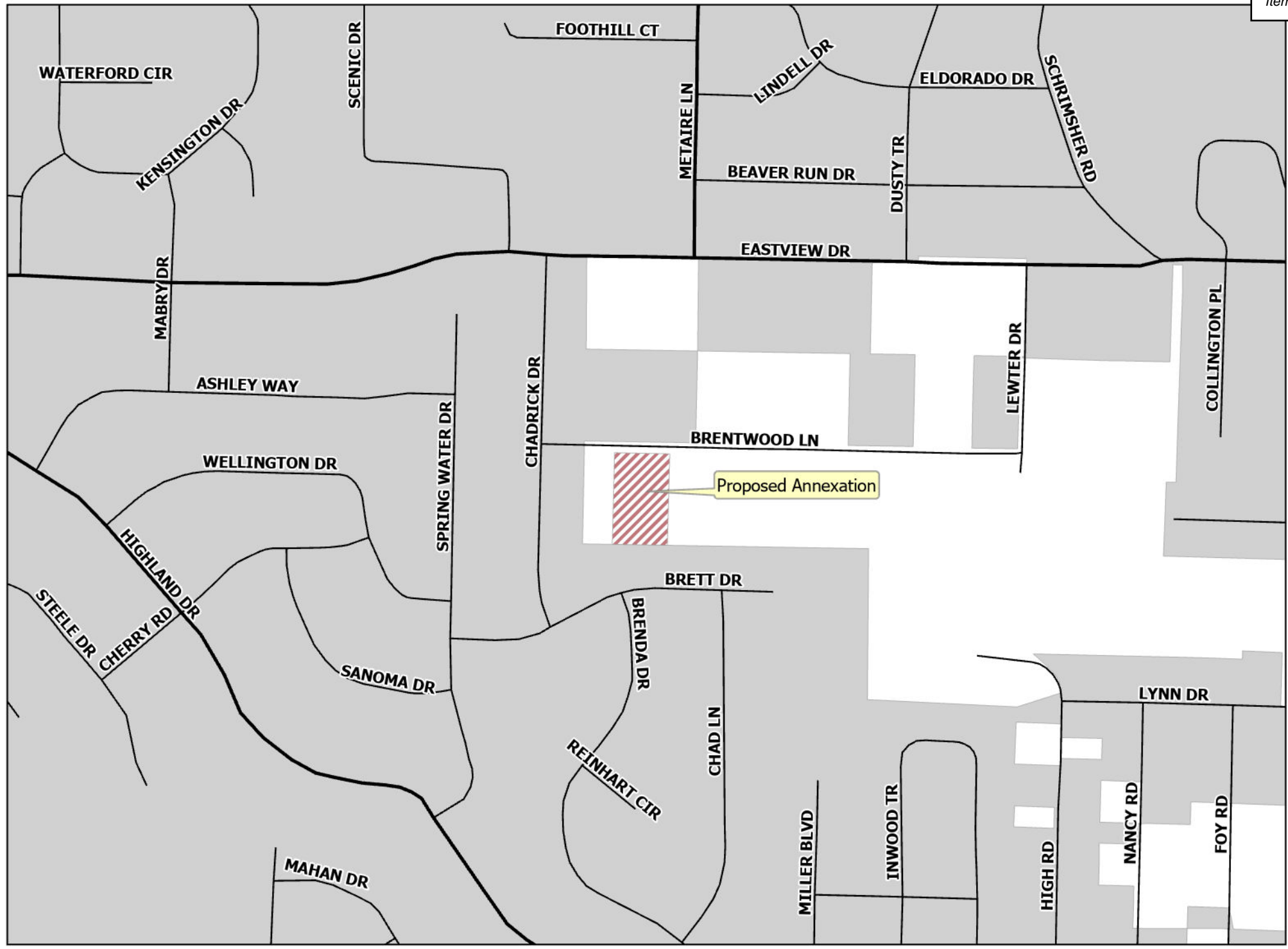
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

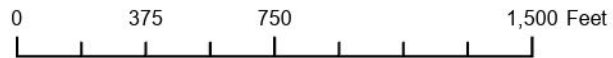
Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of July 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Annexation



Proposed Annexation



ORDINANCE NO. 2025-198

**AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT
LOCATED WITHIN 126 PARKLAND HILL TRACE, LOT 27
OF 3 PARK PRESERVE SUBDIVISION PHASE 2**

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 **Sean Flood & Jennifer Karp** requesting the vacation of a portion of a utility & drainage easement located within Lot 27 of 3 Park Preserve Phase 2 Subdivision and further described as follows:

ALL THAT PART OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½" CAPPED REBAR FOUND PURPORTED AS BEING THE SOUTHWEST CORNER OF LOT 27 OF 3 PARK PRESERVE PHASE 2 AS RECORDED IN PLAT BOOK K, PAGES 248-249 IN THE PROBATE RECORDS OF LIMESTONE COUNTY, ALABAMA, THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS EAST 5.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 07 MINUTES 34 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING. THENCE FROM THE POINT OF BEGINNING, NORTH 00 DEGREES 07 MINUTES 34 SECONDS EAST 70.82 FEET TO A POINT; THENCE SOUTH 89 DEGREES 50 MINUTES 25 SECONDS EAST 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 07 MINUTES 34 SECONDS WEST 70.82 FEET TO A POINT; THENCE NORTH 89 DEGREES 50 MINUTES 13 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES (354.1 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 & drainage easement in favor of **Sean Flood & Jennifer Karp** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Paul Finley, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF 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 **Sean Flood & Jennifer Karp, a married couple**, (hereinafter referred to as “Grantees”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Limestone County, Alabama, to-wit:

ALL THAT PART OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ½” CAPPED REBAR FOUND PURPORTED AS BEING THE SOUTHWEST CORNER OF LOT 27 OF 3 PARK PRESERVE PHASE 2 AS RECORDED IN PLAT BOOK K, PAGES 248-249 IN THE PROBATE RECORDS OF LIMESTONE COUNTY, ALABAMA, THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS EAST 5.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 07 MINUTES 34 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING. THENCE FROM THE POINT OF BEGINNING, NORTH 00 DEGREES 07 MINUTES 34 SECONDS EAST 70.82 FEET TO A POINT; THENCE SOUTH 89 DEGREES 50 MINUTES 25 SECONDS EAST 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 07 MINUTES 34 SECONDS WEST 70.82 FEET TO A POINT; THENCE NORTH 89 DEGREES 50 MINUTES 13 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES (354.1 SQUARE FEET), MORE OR LESS.

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

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

Quitclaim Deed
126 Parkland Hill Trace, Utility & Drainage VOE
Page 1 of 2

City of Madison, Alabama,
a municipal corporation

Attest:

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

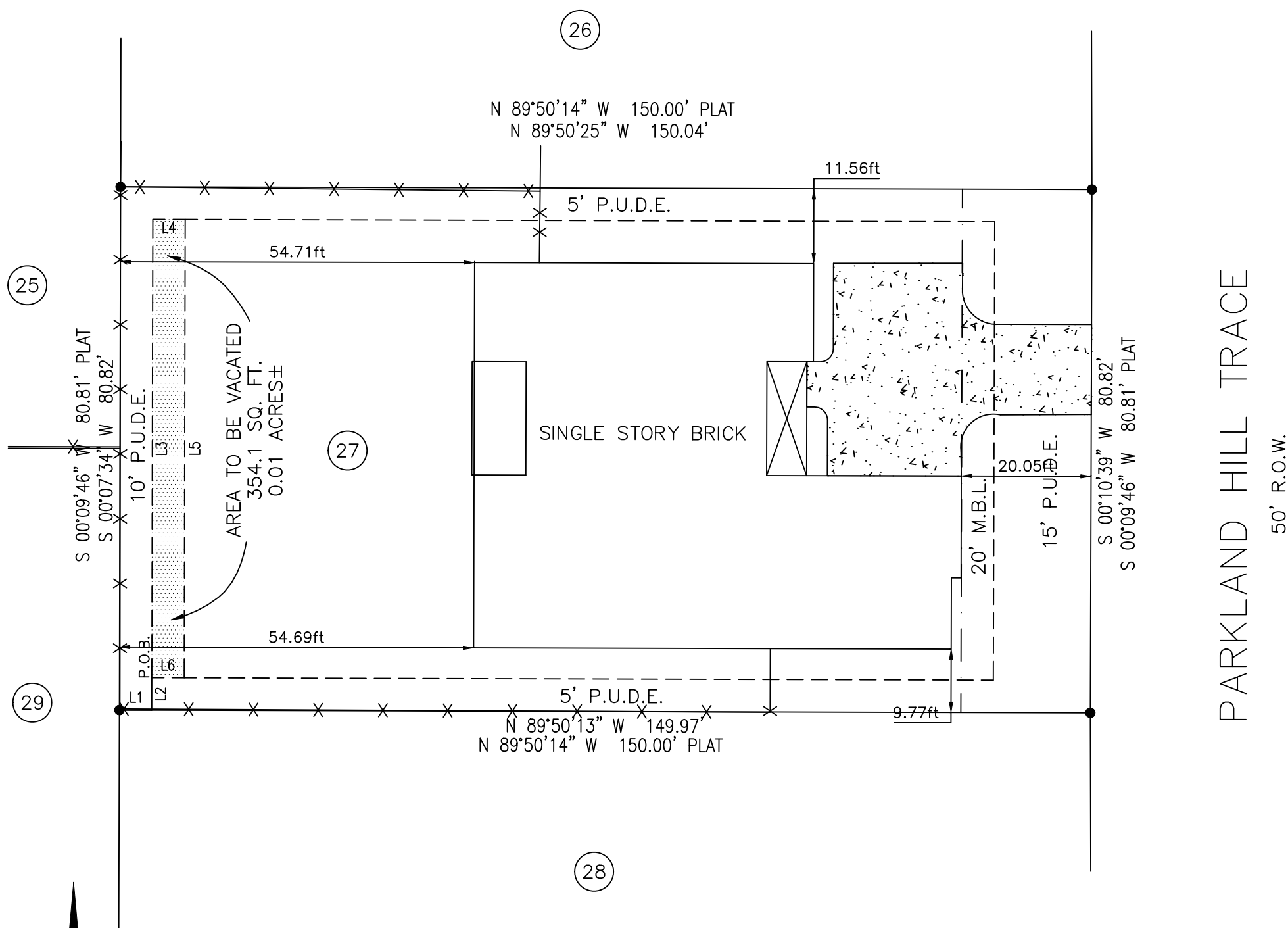
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public



LINE	BEARING	DISTANCE
L1	S 89°50'13" E	5.00'
L2	S 00°07'34" W	5.00'
L3	N 00°07'34" E	70.82'
L4	S 89°50'25" E	5.00'
L5	S 00°07'34" W	70.82'
L6	N 89°50'13" W	5.00'

NOTE: ALL IRON PINS FOUND ARE 5/8" CAPPED REBARS
UNLESS OTHERWISE NOTED.



LEGEND

These standard symbols will be found in the drawing.

- IRON PIN FOUND
 ○ 1/2" CAPPED REBAR SET
 M.B.L. MINIMUM BUILDING LINE
 U & D UTILITY & DRAINAGE EASEMENT
 ■ CONCRETE MONUMENT
 ⊗ P.K. NAIL

STATE OF ALABAMA
LIMESTONE COUNTY

SURVEY OF LOT 27, BLOCK N/A, ACCORDING TO THE PLAT OF 3 PARK PRESERVE PHASE 2, AS RECORDED IN PLAT BOOK K, PAGES 248-249, IN THE OFFICE OF THE PROBATE JUDGE OF SAID COUNTY: THE ADDRESS OF THE PROPERTY IS PARKLAND HILL TRACE, MADISON, ALABAMA AND SAID PROPERTY LIES INSIDE THE CORPORATE LIMITS OF MADISON, ALABAMA.

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

JOHN M. STANLEY, JR.
AL PLS NO. 26630

DATE: 10-6-23



LOT SURVEY

Prepared by
STANLEY LAND SURVEYING, INC.
473 SHARPS COVE RD.
GURLEY, AL 35748
256-776-8801
MIKESTANLEY005@GMAIL.COM

Scale: 1"=20'	Date: 5/16/25	Field: 5/15/25
Drawn: jms	Checked: jms	Job: 25-141 109

ORDINANCE NO. 2025-199

**AN ORDINANCE FOR THE VACATION OF A UTILITY & DRAINAGE EASEMENT
LOCATED WITHIN LOT 2 OF DUBLIN ACRES 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 **D&D Investment Group, LLC**, requesting the vacation of a portion of a utility and drainage easement located within Lot 2 of Dublin Acres Phase 3 Subdivision and further described as follows:

ALL THAT PART OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN AND ALL THAT PART OF LOT 2, DUBLIN ACRES PHASE 3, RECORDED IN DOCUMENT #20170103000003420, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT THAT IS SOUTH 00 DEGREES 30 MINUTES 00 SECONDS WEST 37.97 FEET AND SOUTH 89 DEGREES 55 MINUTES 46 SECONDS EAST 15.00 FEET FROM THE NORTHWEST CORNER OF LOT 2, DUBLIN ACRES PHASE 3. THENCE FROM THE TRUE POINT OF BEGINNING SOUTH 89 DEGREES 55 MINUTES 46 SECONDS EAST 388.56 FEET TO A POINT; THENCE SOUTH 00 DEGREES 32 MINUTES 13 SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 55 MINUTES 46 WEST 388.55 FEET TO A POINT; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING.

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

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

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

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

Paul Finley, Mayor
City of Madison, Alabama

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

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

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

ALL THAT PART OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN AND ALL THAT PART OF LOT 2, DUBLIN ACRES PHASE 3, RECORDED IN DOCUMENT #20170103000003420, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT THAT IS SOUTH 00 DEGREES 30 MINUTES 00 SECONDS WEST 37.97 FEET AND SOUTH 89 DEGREES 55 MINUTES 46 SECONDS EAST 15.00 FEET FROM THE NORTHWEST CORNER OF LOT 2, DUBLIN ACRES PHASE 3. THENCE FROM THE TRUE POINT OF BEGINNING SOUTH 89 DEGREES 55 MINUTES 46 SECONDS EAST 388.56 FEET TO A POINT; THENCE SOUTH 00 DEGREES 32 MINUTES 13 SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 55 MINUTES 46 WEST 388.55 FEET TO A POINT; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING.

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

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

*Quitclaim Deed
Lot 2 of Dublin Acres Subdivision, Phase 3, Utility & Drainage VOE
Page 1 of 2*

City of Madison, Alabama,
a municipal corporation

Attest:

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

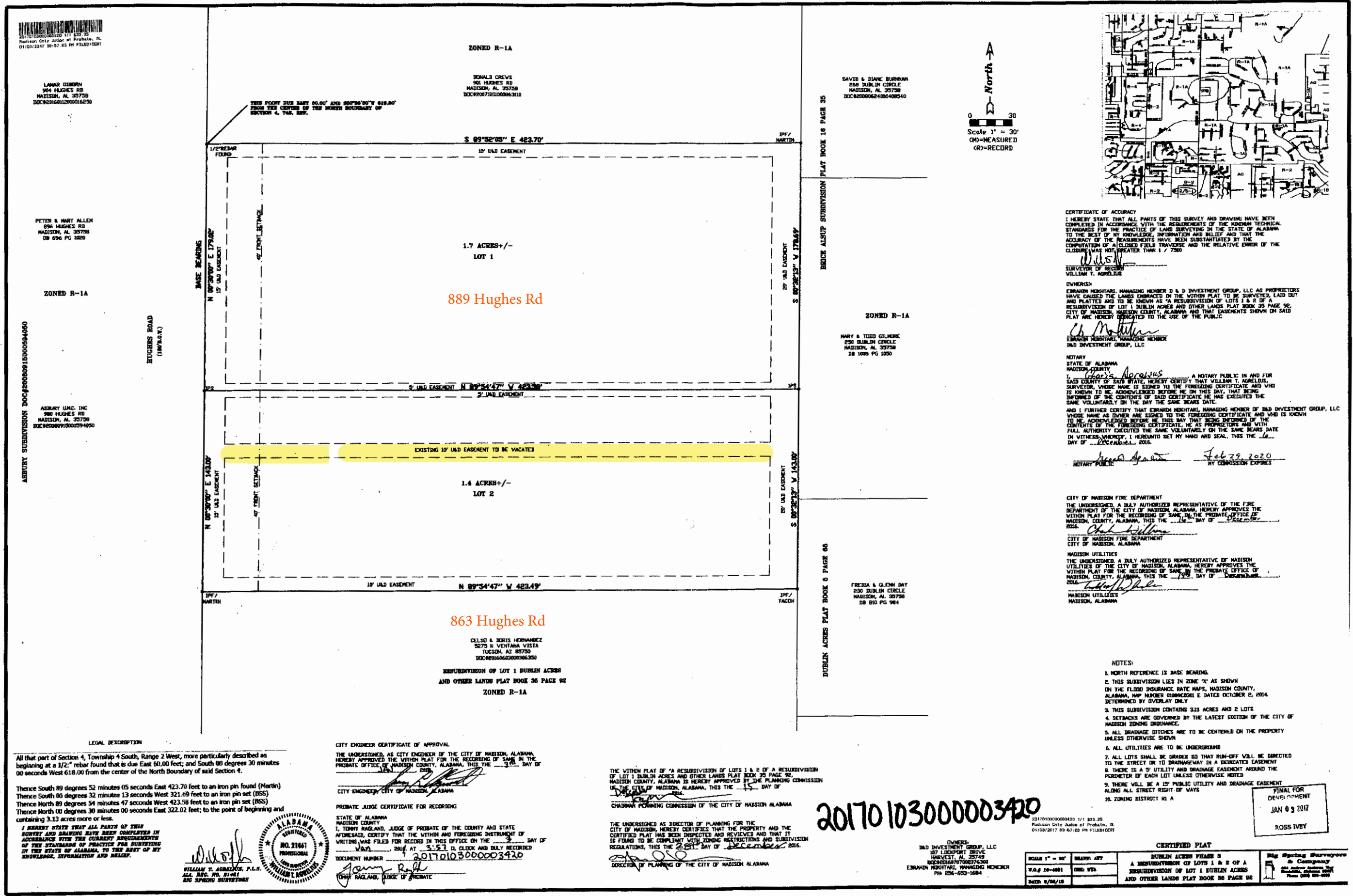
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public



4851

RESOLUTION NO. 2025-203-R

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

Joe Jefferson's request to rezone property located north of Madison Boulevard, east of Research Boulevard from M-1 (Restricted Industrial District) to B3 (General Business District), and

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

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

SECTION 1. A public hearing will be held by the City Council on August 18, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

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

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 14th day of July 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 July 2025.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on July 23, 2025

ATTACHMENT A

PROPOSED 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.

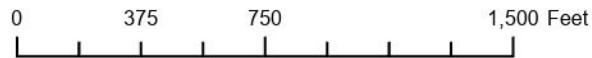
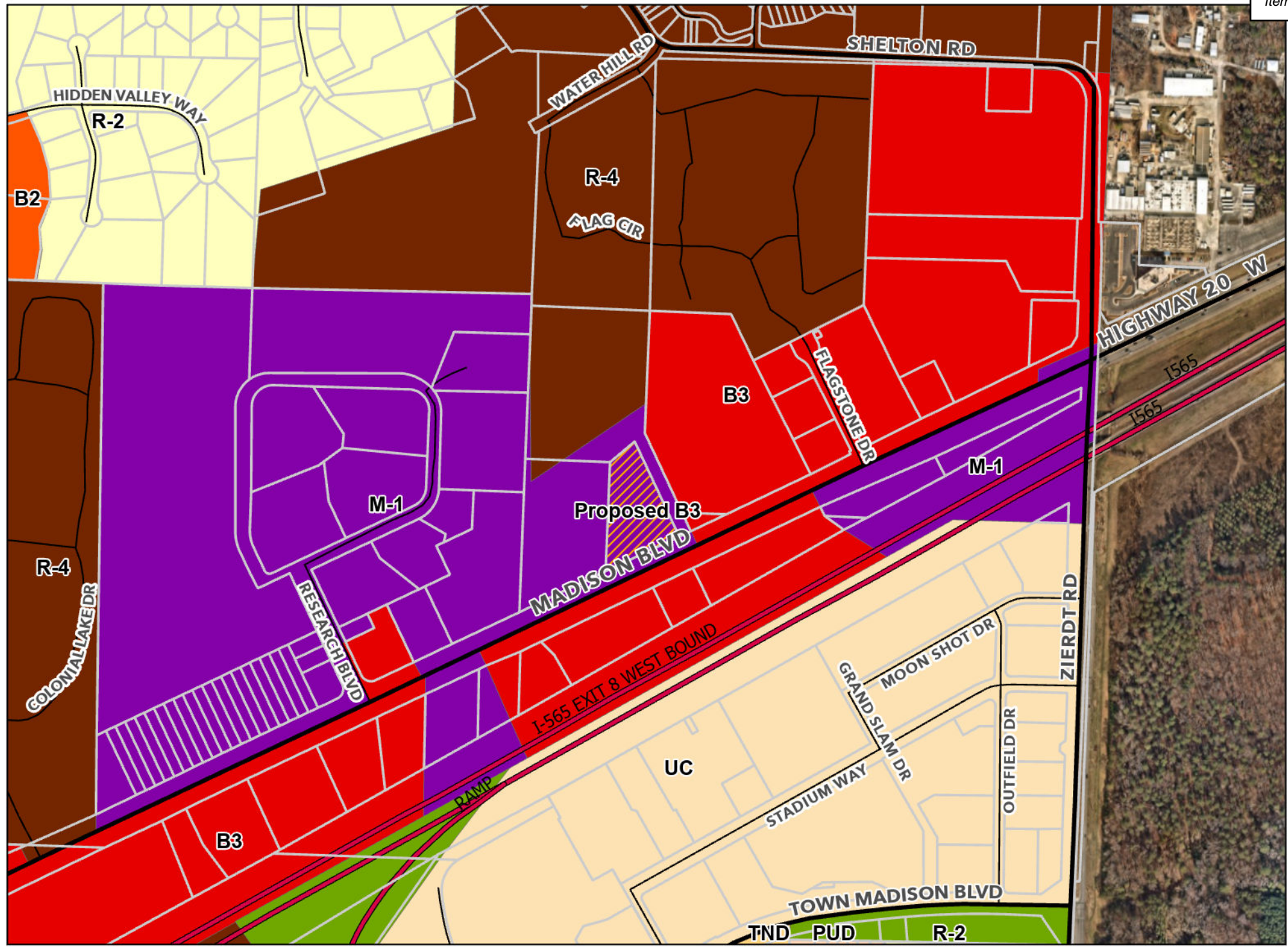
John D. Seifert II, Council President
City of Madison, Alabama

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

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

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO B3
(GENERAL BUSINESS DISTRICT).**

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Joe Jefferson, the City Council of the City of Madison, Alabama, will hold a public hearing on the 18th day of August, 2025, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

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

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 23rd day of July 2025.

DATED at Madison, Alabama, this 14th day of July 2025.

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

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.

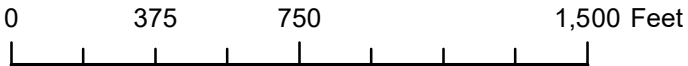
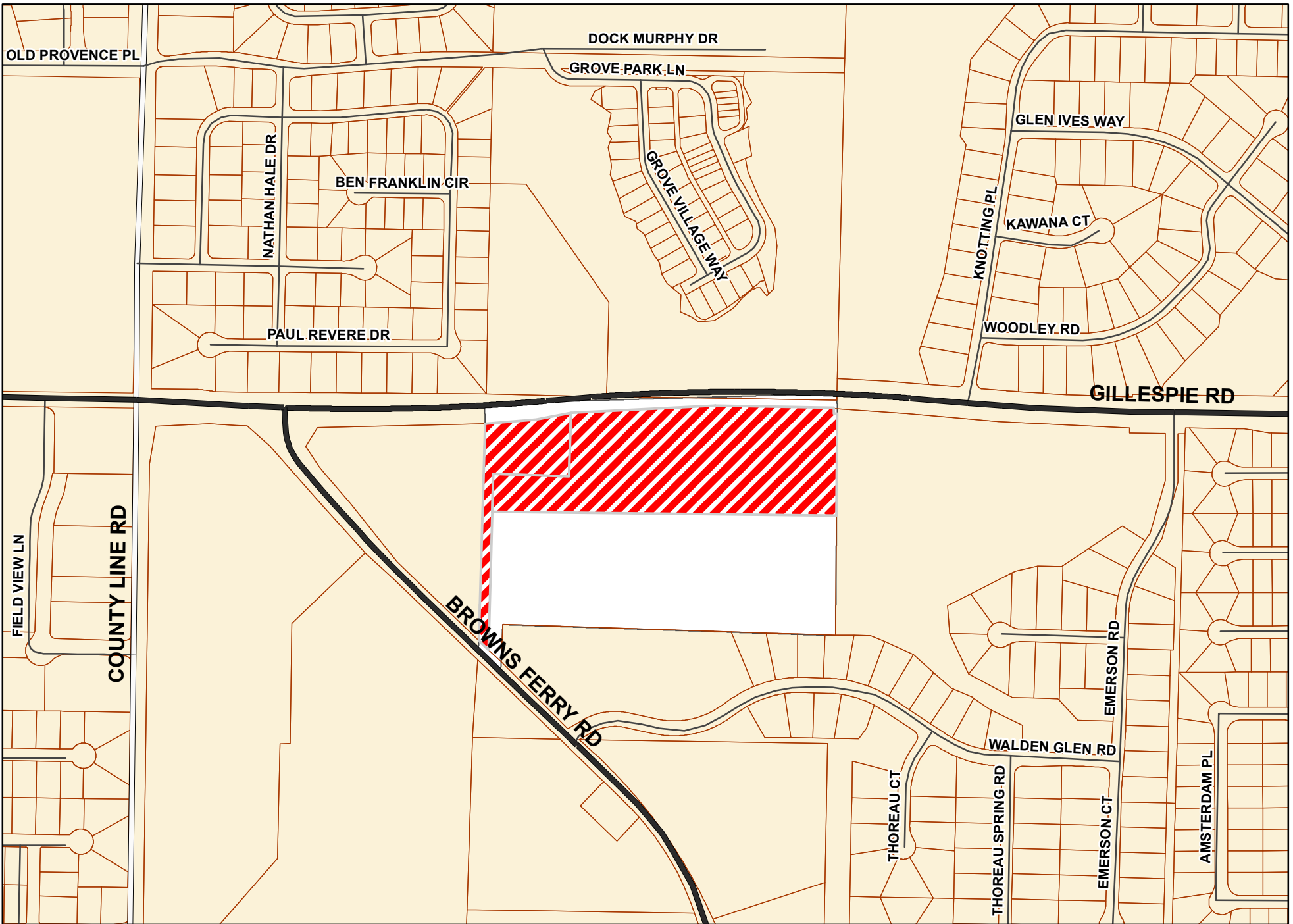
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Annexation



RESOLUTION NO. 2025-206-R

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

The Church of Jesus Christ Latter-day Saints' request to zone property located south of Gillespie Road, east of Browns Ferry Road to AG (Agriculture District) upon annexation

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

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

SECTION 1. A public hearing will be held by the City Council on August 18, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

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

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 14th day of July 2025.

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

ATTEST:

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

Approved this 14th day of July 2025.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on July 23, 2025

PROPOSED 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;

ATTACHMENT A

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.

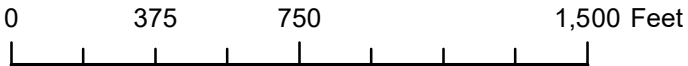
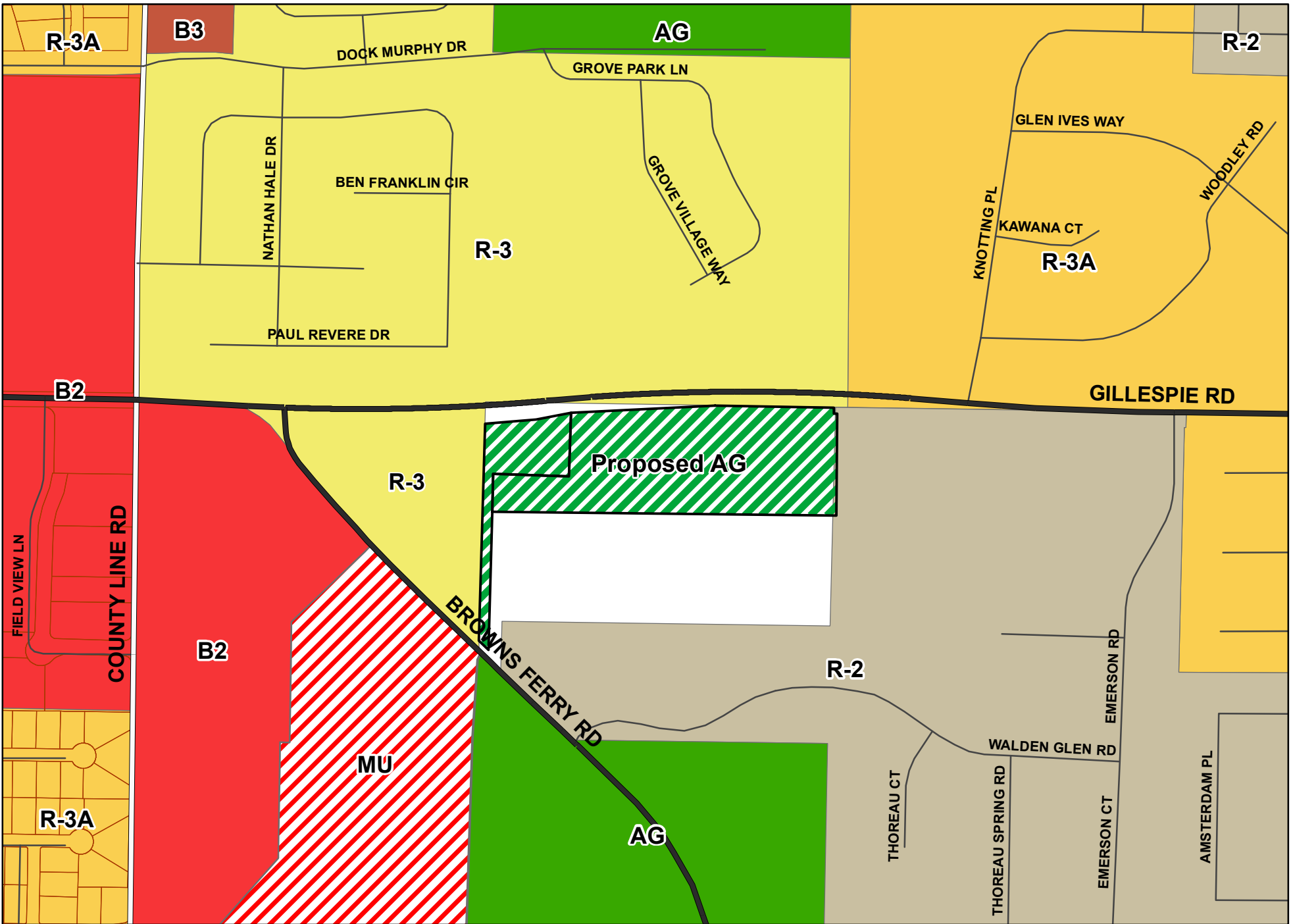
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of _____, 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed AG



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

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;
 AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
 CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO AG
 (AGRICULTURE DISTRICT).**

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by The Church of Jesus Christ Latter-day Saints, the City Council of the City of Madison, Alabama, will hold a public hearing on the 18th day of August, 2025, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

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.

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 23rd day of July 2025.

DATED at Madison, Alabama, this 14th day of July 2025.

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

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.

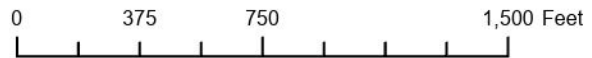
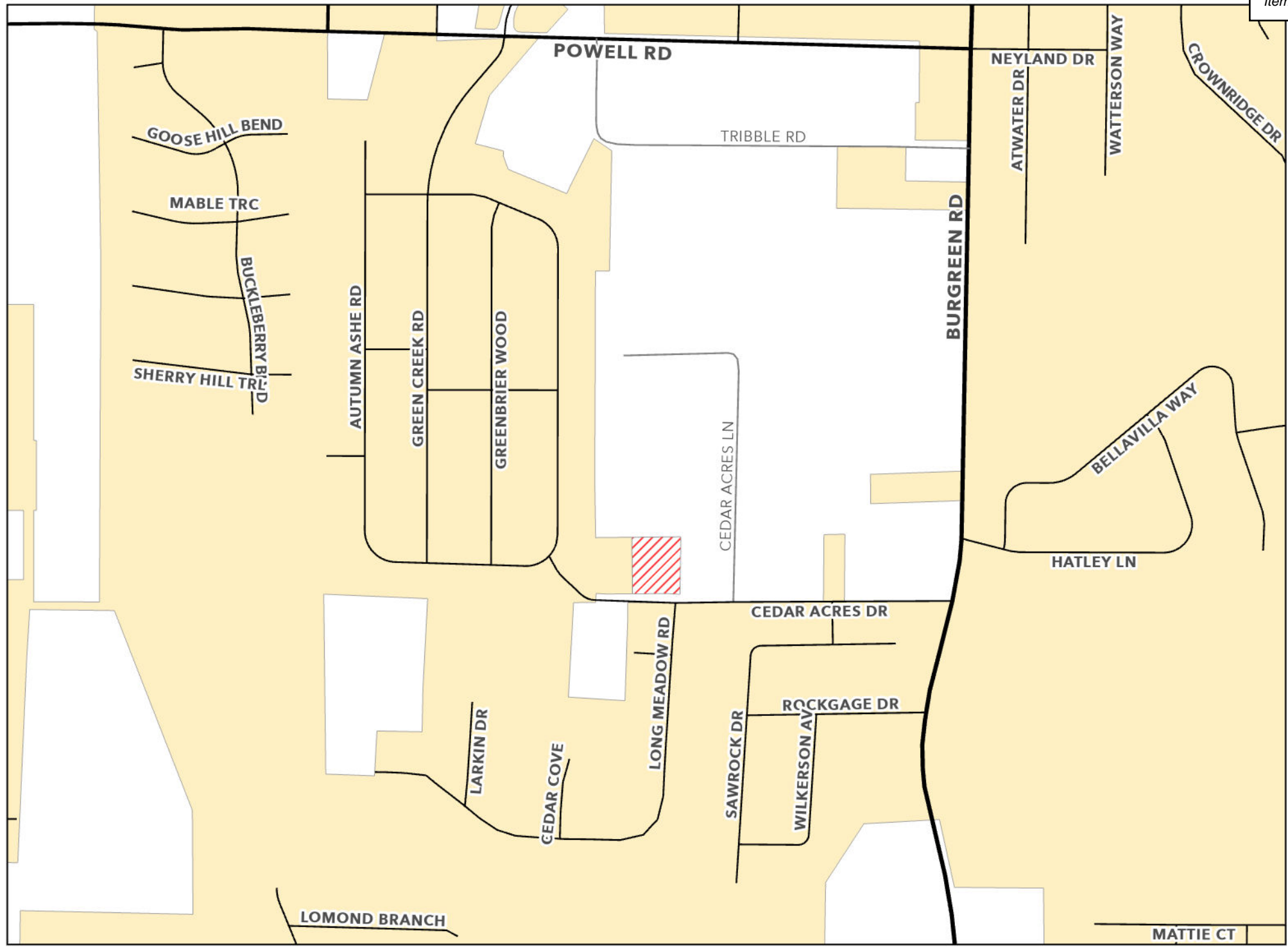
John D. Seifert II, Council President
City of Madison, Alabama

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

RESOLUTION NO. 2025-209-R

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

Ethan & Kendi Collins and Timothy & Carly Hoggard's request to zone property located north of Cedar Acres Drive, east of Autumn Ashe Road to R-1A (Low Density Residential District) upon annexation

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

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

SECTION 1. A public hearing will be held by the City Council on August 18, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

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

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 14th day of July 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 July 2025.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on July 23, 2025

PROPOSED 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.

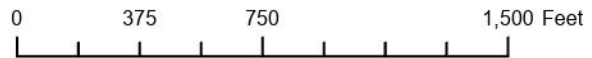
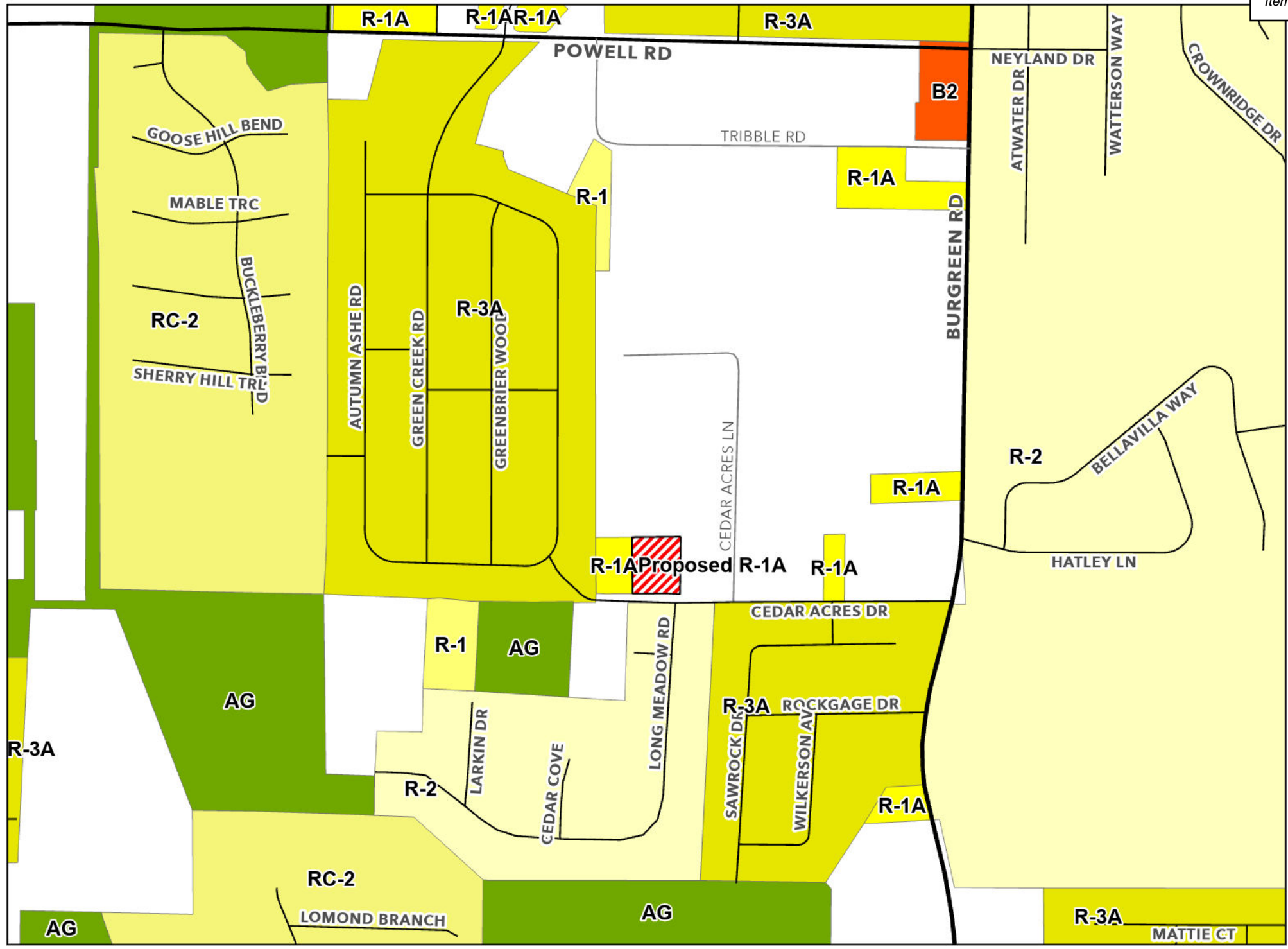
John D. Seifert II, Council President
City of Madison, Alabama

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

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

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

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Ethan & Kendi Collins and Timothy & Carly Hoggard, the City Council of the City of Madison, Alabama, will hold a public hearing on the 18th day of August, 2025, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

**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**

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 23rd day of July 2025.

DATED at Madison, Alabama, this 14th day of July 2025.

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

RESOLUTION NO. 2025-202-R**A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT
WITH ALABAMA LAW ENFORCEMENT AGENCY AND ALABAMA
GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized to execute and submit a Memorandum of Agreement with the Alabama Law Enforcement Agency and the Alabama Gulf Coast High Intensity Drug Trafficking Area, in accordance with the terms and conditions of the document attached hereto and identified as "FEDERAL GRANT NO. G25GC0006A, ALEA GRANT REPT. CT. NO: 2HM3" such execution to be done in the name of and on behalf of the City, and that the City Clerk-Treasurer is directed and authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of July 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 July 2025.

Paul Finley, Mayor
City of Madison, Alabama

FEDERAL GRANT NO. G25GC0006A
ALEA GRANT REPT. CT. NO: 2HM3

**MEMORANDUM OF AGREEMENT
BETWEEN THE
ALABAMA LAW ENFORCEMENT AGENCY
AND THE
GULF COAST HIGH INTENSITY
DRUG TRAFFICKING AREA
AND THE
MADISON POLICE DEPARTMENT**

This Agreement between the Alabama Law Enforcement Agency (ALEA), Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Madison Police Department (LEO) shall begin on 01/01/2025 and shall not extend beyond 12/31/2025 unless the period is extended by written modification to this Agreement.

WHEREAS, ALEA has been designated as the fiscal agent for the State of Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through ALEA.

NOW THEREFORE, ALEA, HIDTA and LEO hereby agree to the disbursement of HIDTA funds (see Appendix A) to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by ALEA and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Alabama Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the ALEA financial office through the HIDTA Alabama State Director of Operations at the following email address by the 10th of the following month:

Don DeSalvo (Donald.Desalvo@GCHIDTA.ORG)
Alabama HIDTA Operations Center
1100 Fairhope Avenue, Second Floor
Fairhope, Alabama 36532

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Gulf Coast HIDTA Alabama State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items (Acceptance of Audit Requirements and Certification Regarding Lobbying) and return to ALEA/GULF COAST HIDTA along with the signed agreement.

5. The parties agree and understand that ALEA is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

6. ALEA agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into ALEA special revenue funds.

7. LEO agrees to reimburse ALEA for any purchase paid by ALEA which is later disallowed after audit or financial review.

8. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising

under the terms of this agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

9. This agreement shall be governed by the laws of the state of Alabama. All services under the agreement will be performed in accordance with applicable state and federal law, statutes, provisions, and regulations. LEO will also comply with any federal or state court orders that pertain to the State of Alabama for which ALEA is required to adhere.

10. Under no circumstances shall the terms, conditions, and commitments contained herein be constituted a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of the State of Alabama of 1901, Amendment XXVI.

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

12. Any party may terminate this agreement at any time by providing thirty (30) days written notice to the other parties.

13. LEO understands that it and ALEA are, and shall remain, separate and distinct entities. The relationship between LEO and ALEA will purely be contractual in nature. LEO, its agents, representatives, employees, subcontractors, distributors, and/or volunteers will not be considered employees of ALEA. ALEA representatives, employees, subcontractors,

distributors, and/or volunteers will not be considered or deemed to be employees, agents or representatives of LEO.

14. In compliance with Act 2016-312, the LEO hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

15. In compliance with Act 2023-409, by signing this contract, the LEO provides written verification that LEO, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 41-16-160, Code of Alabama 1975.

16. This agreement sets forth in full the entire agreement of the parties in relation to the subject matter hereof and any other agreement, representation, or understanding, verbal or otherwise, is hereby deemed to be null and void and of no force and effect. This agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto. If any provision of this agreement shall be deemed in conflict with any statute or rule of law, such provisions shall be deemed modified to be in conformance with said statute or rule of law.

17. For the convenience of the parties, this agreement may be executed by facsimile or PDF signature and in counterparts, each of which shall be deemed an original and all of which will constitute one and the same instrument.

18. Resource Recipient affirms that they are not currently debarred or suspended from receiving federal grant funds pursuant to 2 CFR 200.213. Resource recipient further acknowledges that they have an affirmative duty to notify ALEA of being suspended or debarred from receiving federal grant money. See 2 CFR 180.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

Paul Finley, Mayor of City of Madison, AL



Don DeSalvo
Alabama Director of Operations
Gulf Coast HIDTA

Legal Counsel
Alabama Law Enforcement Agency

Hal Taylor
Secretary
Alabama Law Enforcement Agency

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: _____
(type or print)

TITLE: _____

(signature)

(date)

Appendix A of MOA**2025 Madison Police Department Expenditure Plan*****North Alabama Drug Task Force**

\$21,740 (overtime)

\$300 (travel)

\$22,040 (total)

*Expenditure Plan is for calendar year 2025 and may be comprised of unexpended balances from previous years Awards

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Grants Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending		
-------------------	-----------	--	--------	--	--

2. Audit will be submitted to ALEA Accounting Office by:		
--	--	--

(Date)

NOTE: The audit or written certification must be submitted to ALEA, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with CFR 200.501.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By

Name:

Title:

Signature:

RESOLUTION NO. 2025-212-R

**AUTHORIZING EXECUTION OF A MEMORANDUM OF
UNDERSTANDING FOR PARTICIPATION IN A CRISIS SERVICES OF
NORTH ALABAMA PARTNERSHIP AGREEMENT FOR COMMUNITY
COLLABORATIONS**

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 the Memorandum of Understanding ("MOU"), to work together to ensure that victims of domestic violence and sexual assault who report to law enforcement are provided information and referrals to Crisis Service North Alabama (CSNA) forensic and supportive services.

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of July 2025.

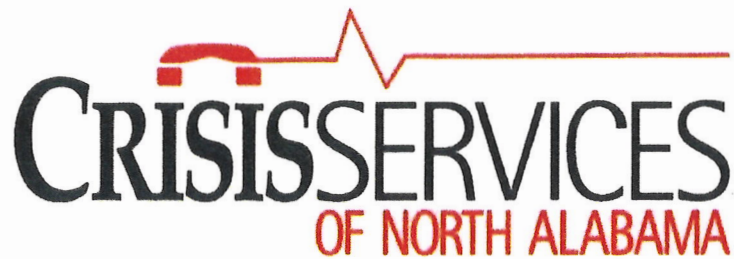
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2025.

Paul Finley, Mayor
City of Madison, Alabama



Memorandum of Understanding: Partnership Agreement for Community Collaborations

I. Introduction

This Memorandum of Understanding (MOU) is designed to improve the response of the community to domestic violence and sexual assault and to send a consistent message that we, the undersigned, will work in partnership toward ending the occurrences of intimate partner violence and sexual assault in our community. The partners who participate in this MOU:

- Have a common goal of providing access for victims of intimate partner violence and sexual assault to services that enhance victim safety and respect the confidentiality of victim information. and
- Recognize that victim safety can be compromised by the failure to maintain confidentiality.
- Understand that information sharing may increase the effectiveness of services delivery and abuser accountability only when the victim is fully aware of the risks and benefits of sharing personal information and authorizes information sharing.
- Have various levels of confidentiality, obligations in regard to victim/service participant information, and the sharing of the information.

II. Definitions

In this MOU, domestic violence is termed intimate partner violence and is defined as abuse or aggression that occurs in an intimate relationship. This includes current or former spouses or dating partners who may or may not have lived together.

This MOU defines sexual assault as any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

III. Primary Partner Agencies

- Crisis Services of North Alabama (CSNA)
- Huntsville Police Department (HPD)
- City of Madison Mayor (for Madison Police Department and Madison City Clerk)
- Madison County Sheriff's Department (MCSD)
- Madison County Circuit Clerk

IV. Partner Roles and Responsibilities

The partners in this MOU have created a multi-disciplinary partnership to provide access to intimate partner violence and sexual assault services that enhance victim safety and protect individual privacy. When there is a question about whether a certain approach should be taken in a given situation, the determining factor will be whether the proposed action will enhance victim safety and privacy.

Crisis Services of North Alabama (CSNA)

History: CSNA has a long history of working in partnership with law enforcement and the Madison County Courts to ensure that victims of intimate partner violence and sexual assault receive safe, confidential services.

CSNA offers a 24-hour crisis line, HELpline, to all victims who are in need of a compassionate response to their trauma. Through HELpline, victims of intimate partner and sexual violence can contact CSNA for emergency assistance including access to shelter or forensic exams. HELpline is accredited by the International Council of Helplines.

In addition to HELpline, CSNA is the local 2-1-1 provider. 2-1-1 is the national number to contact to receive information. Dialing 2-1-1 connects victims to a trained operator 24/7 that has access to a comprehensive database with a multitude of services in the community. By its design, the 2-1-1 system is ideally suited for serving as the contact point for any variety of programs. 2-1-1 is designed to assist families from all walks of life, but most importantly benefits the most vulnerable populations by facilitating access to public services.

CSNA offers victims of intimate partner violence (IPV) services including safety planning, emergency shelter, adult and child counseling and support groups, case management, and personal and court advocacy. Intimate partner violence victims may also utilize CSNA's Forensic Nurse Examiner Program to have any injuries documented by trained forensic nurses. CSNA's Intimate Partner Violence Program complies with standards established by the Alabama Coalition Against Domestic Violence and Alabama Department of Economic and Community Affairs Administrative Code Chapter 305-4-4.

For victims of sexual assault, CSNA also provides safety planning, crisis counseling, support group, case management, personal and court advocacy, and forensic evidence collection by a trained forensic nurse examiner. CSNA's Sexual Assault Program complies with standards established by the Alabama Coalition Against Rape.

CSNA's Forensic Nurse Examiners (FNE) are trained to provide forensic exams to victims of intimate partner violence, sexual assault, elder abuse, and child physical and sexual abuse within the guidelines of the local Children's Advocacy Center MOU. CSNA uses protocols established by the International Association of Forensic Nurses (IAFN) and the FNE Program Director and Coordinator holds an IAFN SANE-A (Adults and Adolescent) and the FNE Program Director also holds an IAFN SANE-P (Pediatrics) certification.

CSNA's personnel and volunteers have over 300 years of cumulative experience in responding to people in crisis. No other agency provides such comprehensive crisis services in the area CSNA serves.

Roles and Responsibilities:

- Provide confidential services to victims of stalking, intimate partner, dating, and sexual violence. Services include a 24-hour crisis line, emergency shelter, counseling, support groups, case management, personal and court advocacy, and forensic documentation of injuries.
- Identify and work to resolve problems that may impede victims' access to resources in the social services network, civil and criminal justice system, and other systems.
- Educate community partners on intimate partner violence and sexual assault issues that will enhance victim safety.
- Update community partners on emerging issues/research regarding intimate partner violence/sexual assault issues.

Resources:

- Staff and volunteers
- 24-hour shelter and comprehensive services
- Office and meeting space
- 24-hour crisis line
- 2-1-1 access to local community services
- Forensic medical facilities
- Educational brochures and materials

Confidentiality Obligations:

CSNA has a strict confidentiality obligation to the victim/services participant. The program will not share individual, personally identifying information about any individual who has received or sought services without the informed, written, and reasonably time-limited release of the victim/service participant except for the mandatory reporting of suspected child abuse or neglect as required by state law.

Law Enforcement

History: CSNA and law enforcement have been working together to ensure that victims of domestic violence and sexual assault who report to law enforcement are provided information and referrals to CSNA's forensic and supportive services. These partnerships have been in place since the inception of domestic violence services in 1982 and sexual assault services in 1986. CSNA and law enforcement agency officials maintain ongoing dialogue regarding the programs and projects on which they partner to ensure that goals are met.

Roles and Responsibilities:

Refer the following to HELpline, CSNA's 24-hour crisis line, at 256-716-1000:

- Intimate partner violence victims for shelter and supportive services
- Intimate partner violence victims not in need of shelter for advocacy and supportive services
- Sexual assault victims for advocacy and supportive services

- Victims of crime for emotional support.

Law Enforcement will contact CSNA's Forensic Nurse Examiner Programs at 256-430-1407 (confidential number) for:

- Intimate partner violence victims for documentation of physical injuries and/or strangulations
- Adult victims of sexual assault for documentation of injuries and collection of forensic evidence
- Child victims of sexual assault or physical abuse for collection of forensic evidence and documentation of injuries within the guidelines of the local Children's Advocacy Center MOU
- Elderly abuse victims for documentation of injuries

Resources:

- Law enforcement officers
- Office space for Domestic Violence Responders in Huntsville Police Department
- Access for DV Responder Coordinator to domestic violence cases to assist victims
- Referrals to CSNA for services

Circuit Clerk

History: CSNA and the courts in Madison County have a longstanding relationship dating back to the early 1980s when then District Attorney Bud Cramer assembled a group of interested residents and agencies to form HOPE Place. As laws have been passed and enhanced to protect victims of intimate partner violence, CSNA advocates have been allowed to provide assistance to victims in filing for Protection From Abuse Orders and in understanding the court process. Courts have allowed CSNA advocates to be in courtrooms to provide support to victims.

Roles and Responsibilities:

Refer the following to, HELpline, CSNA's 24-hour crisis line, at 256-716-1000:

- Intimate partner violence victims for shelter, advocacy, and support services
- Intimate partner violence victims to the Madison County Domestic Violence Victim Services Coordinator for court advocacy and assistance in filing for a Protection From Abuse Order
- Victims of crime for emotional support.

Resources:

- Quiet space to meet with victims
- Access to courtrooms and Magistrate's office to accompany victims and provide support
- Referrals to CSNA for services

V. Duration

By signing the MOU, the parties agree to uphold the terms of this MOU. Any party may amend their roles and responsibilities of the MOU by written request. This MOU shall become effective upon signature by the representative and shall be reviewed and revised as needed.

Signature Kirk OliverDate: 06.04.25Print Name: Kirk OliverTitle: Police ChiefAgency: Humboldt P.D.Signature Debra KizerDate: 6-6-2025Print Name: Debra KizerTitle: Circuit ClerkAgency: Circuit Clerk-Madison Co.Signature Kevin H. TurnerDate: 6-6-2025Print Name: Kevin H. TurnerTitle: SheriffAgency: Madison County Sheriff's Office

Signature _____

Date: July , 2025Print Name: Paul FinleyTitle: MayorAgency: City of Madison

Signature _____

Date: _____

Print Name: _____

Title: _____

Agency: _____

Signature _____

Date: _____

Print Name: _____

Title: _____

Agency: _____

RESOLUTION NO. 2025-218-R**RESOLUTION TO AWARD BID NO.
2025-015-ITB, HERBICIDE SERVICES**

WHEREAS, in accordance with Alabama's Competitive Bid Law set forth in Title 41 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the provision of herbicide services; and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about July 9, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after review and consideration of all Bids submitted, City staff has informed the City Council that IVM Solutions, LLC, has submitted a Bid for the unit prices set forth in its Bidder Pricing Sheet, which is attached hereto, for the provision of all herbicide services throughout the City and is the apparent lowest responsive, responsible Bidder meeting the specifications of the Project as set forth in the Invitation to Bid;

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 41 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to IVM Solutions, LLC, as the lowest responsive, responsive bidder, for the unit prices set forth in its submitted Bidder Pricing Sheet which is attached hereto and incorporated herein by reference.

SECTION 3. That upon notification from the appropriate City representatives that Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute an agreement for a term not exceeding three (3) years on behalf of the City of Madison, Alabama, with IVM Solutions, LLC, for execution of the Project for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 4. 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 IVM Solutions, LLC, in the amount(s) and manner set forth in the resulting agreement or purchase order authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 14th day of July 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 July 2025

Paul Finley, Mayor
City of Madison, Alabama



2025-015-ITB / Herbicide Services
Issued June 23, 2025

BID TABULATION

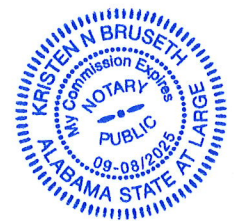
BIDDER NAME	IVM Solutions LLC	ChemPro Services, Inc.
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y
BID BOND	Y	Y
CERTIFICATE OF INSURANCE	Y	Y
E-VERIFY ENROLLMENT	Y	Y
TOTAL ANNUAL COST	\$34,529.27	\$36,984.00

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

Alicia Walden
Alicia Walden
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 9th day of July, 2025.

Kristen N Bruse
Notary Public



City of Madison, Alabama

Bid Number: 2025-015-ITB

Project Title: Herbicide Services (Joint Purchase with Madison Utilities)

Issued: June 23, 2025



BIDDER PRICING SHEET

BIDDER NAME: IVM Solutions LLC

ADDRESS: 2458 Lee Road 88

CITY/STATE/ZIP: Waverly, AL 36879


AREA	LUMP SUM BASE BID PER TREATMENT CYCLE	TREATMENT CYCLES PER YEAR	TOTAL
DRAINAGE DITCHES	\$ 11,264.76	2	\$ 22,529.52
SEWER OUTFALLS	\$ 5,610.00	1	\$ 5,610.00
FLOOD CONTROL AREAS	\$ 6,389.75	1	\$ 6,389.75
TOTAL ANNUAL TREATMENT COST			\$ 34,529.27

In the instance that the Contractor is asked by a representative to spray any additional area beyond the acreage listed in the Bid Specifications, that additional area shall be billed at the Unit Price per Acre specified below.

AREA	UNIT PRICE PER ACRE FOR ADDITIONS/DELETIONS
DRAINAGE DITCHES	\$ 250.00
SEWER OUTFALLS	\$ 300.00
FLOOD CONTROL SPRAYING	\$ 185.00

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

7/7/2025
Date


Signature of Authorized Representative

RESOLUTION NO. 2025-220-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH HARDY ARBOR CONSULTING, LLC**

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 Hardy Arbor Consulting, LLC, for professional arboricultural consulting services within the City of Madison, Alabama, on an as needed basis, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of July 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 July 2025.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and **Hardy Arbor Consulting, LLC**, located at **119 Mcdermotts Way, Madison, AL 35758**, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional arboricultural consulting services ; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional arboricultural consulting services, including but not limited to community engagement, tree risk assessments, pest and disease management, construction-related tree protection, tree inventory and reporting, and general landscape and tree-related advisory services, said services to be administered according to Consultant's proposal ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.

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

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. Consultant will be paid according to the billing rates specified in Attachment A, the Scope of Work. City will pay on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- C. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- D. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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

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

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Kory Alfred, Director
Parks & Recreation Department
100 Hughes Road
Madison, Alabama 35758*

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

All notices to Consultant shall be addressed to:

*Jason Hardy
Hardy Arbor Consulting, LLC
119 Mcdermotts Way
Madison, AL 35758*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

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

between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

Consultant Name
Consultant

By: _____
Jason Hardy

Its: _____

Date: _____

STATE OF ALABAMA §

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COUNTY OF MADISON §

§

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jason Hardy, whose name as _____ of Hardy Arbor Consulting, LLC, is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, 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

Hardy Arbor Consulting Scope of Work and Pricing

Hardy Arbor Consulting provides professional arboricultural consulting services tailored to municipalities, legal professionals, HOAs, and private property owners. Below is a list of services with their corresponding descriptions and pricing.

1. Community Relations

Work directly with residents, HOAs, and other stakeholders to address and communicate tree-related issues.

Pricing: \$125/hour

2. Neighbor Concerns

Address concerns from neighbors regarding trees near property lines, roots, or shading issues.

Pricing: \$125/hour

3. Spraying (Insect & Disease Treatment)

Provide pesticide or fungicide applications where applicable. Pricing includes materials and labor, not billed hourly.

Pricing: Priced per tree, varies by treatment

4. Hourly Consulting

General consulting on tree-related issues, billed hourly. Includes site visits, research, and client communication.

Pricing: \$125/hour

5. Emergency Tree Response

Non-utility emergency response to storm-damaged or hazardous trees, available as schedule permits. Additional charge applies after normal business hours.

Pricing: \$125/hour (After-hours surcharge applies)

6. Tree Risk Assessment

Detailed evaluation of trees using ISA Tree Risk Assessment Qualification standards. Report includes mitigation recommendations.

Pricing: \$125/hour

7. Insect and Disease Diagnosis

On-site or remote diagnosis of pest and disease issues affecting trees, with treatment recommendations.

Pricing: \$125/hour

8. Writing Bid Specifications

Prepare detailed bid specifications for tree work to be performed by contractors. Ensures

compliance with ANSI A300 standards.

Pricing: \$125/hour

9. Overseeing Jobs

Supervise contractor work to ensure adherence to safety standards (Z133) and industry best practices. No spiking allowed on live trees.

Pricing: \$125/hour

10. Landscaping Consultations

Provide landscape design ideas, plant selection advice, and sustainable landscaping practices based on site-specific conditions.

Pricing: \$125/hour

11. Trail Creation

Assist in planning and laying out natural or low-impact trails through wooded areas or green spaces. Designs prioritize preservation of existing trees and root zones, using careful routing to avoid damage and minimize ecological impact.

Pricing: \$125/hour

12. Construction Protection

Advise on protective measures for trees during nearby construction. Includes fencing, root zone protection, and monitoring.

Pricing: \$125/hour

13. Tree Inventory

Collect and document data on tree species, size, condition, and location. Provide maps and reports to help with management planning and budgeting.

Pricing: \$125/hour

Billing Notes:

All services are billed at \$125/hour unless otherwise noted. **Expenses such as mileage and materials will be billed in addition to the hourly rate.** The only exception is pesticide treatments, which are priced per tree and include all associated costs.