



Agenda

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

6:00 PM
Council Chambers
January 13, 2025

AGENDA NO. 2025-01-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 John Dees of CrossPointe Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-24-RG, dated December 30, 2024

7. PRESENTATIONS AND AWARDS

A. Madison Christmas Parade Awards presented by Debbie Overcash

B. Presentation of Christmas Tree Decorating Contest winners by Debbie Overcash, President of Madison Historical Society

C. Presentation of Proclamation recognizing Madison American Legion Post 229 for being recognized by the North Alabama Veterans Fraternal Organization Coalition as Veteran Organization of the year

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. 2025-003-R:** Approving an annual appropriation agreement with Thrive Alabama for FY 25 (\$5,000.00 to be paid from General Operating account)
- C. Resolution No. 2025-004-R:** Approving an annual appropriation agreement with the Huntsville Botanical Gardens for FY 25 (\$20,000.00 to be paid from General Operating account)
- D. Resolution No. 2025-005-R:** Approving an annual appropriation agreement with Crisis Services of North Alabama for FY 25 (\$20,000.00 to be paid from General Operating account)
- E. Resolution No. 2025-006-R:** Approving an annual appropriation agreement with Fantasy Playhouse Children's Theater and Academy for FY 25 (\$5,000.00 to be paid from General Operating account)
- F. Resolution No. 2025-007-R:** Approving an annual appropriation agreement with The Legacy Center, Inc. for FY 25 (\$10,000 to be paid from General Operating account)
- G. Resolution No. 2025-019-R:** Authorizing reimbursement of weed lien assessment payment for vacant property located behind 450 Oakland Road (\$846.90)
- H. Authorization for the Public Works Department to solicit bids for right-of-way mowing.
- I. Acceptance of a donation from PropertyRoom.com (\$60.32 to be deposited into Madison Police Department Donation account)
- J. Acceptance of donation from S. Ikeler for stain glass programming (\$40.00 to be deposited into Senior Center Donation account)
- K. Acceptance of donation from St. John the Baptist Catholic Church for special event and activity programming (\$2,000 to be deposited into Senior Center 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

- A. Appointment of Charlie Murphy to Construction Board of Appeals Place 1
- B. Appointment of Jerry Pennington to Construction Board of Appeals Alternate Place 1

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk no later than noon on the Friday prior to the meeting. Anyone would cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date and address comments to citycouncil@madisonal.gov.

- A. Resolution No. 2025-014-R:** Ascertaining, fixing, and determining the amount of assessment to be charged as a weed lien for 100 Patra Drive (assessment fee of \$600.40)
- B. Resolution No. 2025-015-R:** Ascertaining, fixing, and determining the amount of assessment to be charged as a weed lien for 208 Concord Drive (assessment fee of \$599.83)
- C. Resolution No. 2025-016-R:** Ascertaining, fixing, and determining the amount of assessment to be charged as a weed lien for 22 Stone Street (assessment fee of \$447.00)
- D. Resolution No. 2025-017-R:** Ascertaining, fixing, and determining the amount of assessment to be charged as a weed lien for 3721 Sullivan Street (assessment fee of \$674.83)
- E. Resolution No. 2025-018-R:** Ascertaining, fixing, and determining the amount of assessment to be charged as a weed lien for 129 Autumn Haven Lane (assessment fee of \$447.00)
- F. Proposed Ordinance No. 2024-392:** Zoning certain property owned by Clint and Brittany Coggin consisting of 0.73 acres located at 145 Firestone Drive, south of U.S. Highway 72 W and east of Rainbow Drive, to R-1A (Low Density Residential) upon annexation (First Reading 12/09/2024)
- G. Proposed Ordinance No. 2024-394:** Zoning certain property owned by Sherry Price consisting of 0.79 acres located at 174 Firestone Drive, south of U.S. Highway 72 W and east of Rainbow Drive, to R-1A (Low Density Residential) upon annexation (First Reading 12/09/2024)
- H. Resolution No. 2025-020-R:** Request for an On-Premises Beer & Wine License from Ted's Madison LLC, doing business as Ted's Bar-B-Q, for their location at 8780 Madison Boulevard, Madison, AL 35758

13. DEPARTMENT REPORTS

ENGINEERING

- A. Resolution No. 2025-022-R:** Acceptance of Bradford Station Phase 3 into the City of Madison Maintenance Program
- B. Proposed Ordinance No. 2025-023:** Amending Section 32-131 of the Madison City Code of Ordinances entitled "Parking in Conformity with Established Regulations" by prohibiting parking on a portion of Lifeway Street (First Reading)

FACILITIES AND GROUNDS

- A. Resolution No. 2025-021-R:** Award of Bid No. 2024-014-ITB, Dumpster Services for City Facilities to Waste Away Group, Inc., d/b/a WM, at prices listed on pricing sheet per dumpster per month (to be paid from General Fund, General Services account)
- B. Ordinance No. 2025-024:** Authorizing the Mayor to execute a one-year lease agreement extension with tenants of 28720 Huntsville Browns Ferry Road (\$1,500 per month payable to City) (First Reading)

PLANNING

- A. Proposed Ordinance No. 2025-001:** Assenting to the annexation of certain property owned by Clint and Brittany Coggin located at 145 Firestone Drive (First Reading 12/09/2024)

- B. **Proposed Ordinance No. 2025-002:** Assenting to the annexation of certain property owned by Sherry Price located at 174 Firestone Drive (First Reading 12/09/2024)
- C. **Proposed Ordinance No. 2024-440:** Vacation of a utility and drainage easement located within 102 Stillmeadow Drive, Lot 20 of Hilltop Ridge Subdivision, Phase 2 (First Reading 12/30/2024)
- D. **Proposed Ordinance No. 2024-441:** Vacation of a drainage easement located within Lot 3B of First Commercial Park, Phase 2 Subdivision on Hughes Road (First Reading 12/30/2024)
- E. **Proposed Ordinance No. 2024-442:** Vacation of a utility and drainage easement located within 116 Forest Glade Drive, Lot 9 of Old Ivy Subdivision (First Reading 12/30/2024)

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. 2024-24-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
December 30, 2024**

The Madison City Council met in regular session on Monday December 30, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Pro Tem Ranae Bartlett

Pastor Troy Garner of Fellowship of Faith Church provided the invocation followed by the Pledge of Allegiance led by Council President Pro Tem Ranae Bartlett.

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	Absent

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Deputy Fire Chief Brandy Williams, Deputy Fire Chief Dustin Spires, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, Director of Facilities & Grounds Gerald Smith, Human Resources Coordinator Kelly Rolin.

Public Attendance registered: Bebe Oetjen, Margi Daly, Tammy Burgreen, Jeff Burgreen, Jocelyn Broer, Heather Masa, Amy Nowakowski, John A. Oe, Mark Anderson, Kenneth Jackson, Jennifer Coe.

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2024-12-WS DATED DECEMBER 4, 2024

Council Member Shaw moved to approve Minutes No. 2024-12-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 Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Absent

Motion carried.

MINUTES NO. 2024-23-RG DATED DECEMBER 9, 2024

Council Member Shaw moved to approve Minutes No. 2024-23-RG. Council Member Wroblewski seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

MADISON FIRE DEPARTMENT PROMOTION CEREMONY FOR 2024 PROMOTIONS

Deputy Fire Chief Brandy Williams recognized Chris Joye and Cody Nowakowski for being promoted to Driver on March 18, 2024, after competing in a rigorous assessment center process with their peers. This rigorous assessment included an Oral Interview, Street Driving, Pump Scenario, and a Written Test. Chris and Cody each were pinned by their family members. A round of applause was given.

PRESENTATION OF MADISON FIRE DEPARTMENT LIFE SAVING AWARDS BY CHIEF WILLIAMS TO FIREFIGHTER PETER PUCIARELLI, HEMSI AEMT LUKE SOLOVEHICHIK, AND HEMSI EMT ASHLEY PEARSON-CLAY

Deputy Fire Chief Brandy Williams, Mayor Finley, and Deputy Fire Chief Dustin Spires presented the Star of Life Award to Firefighter Peter Pucciarelli and HEMSI AEMT Luke Soloveichik. Peter and Luke administered CPR and medication to a patient in cardiac arrest on the way to the hospital. The patient was released with no deficits. Deputy Fire Chief Brandy Williams, Mayor Finley, and Deputy Fire Chief Dustin Spires presented the Unit of Citation Award to HEMSI EMT Ashley Pearson-Clay. Ashley safely transported the patient and crew to the hospital. A round of applause was given.

PRESENTATION OF 2025 FIREFIGHTER OF THE YEAR

Deputy Fire Chief Brandy Williams, Mayor Finley, and Deputy Fire Chief Dustin Spires presented the 2025 Firefighter of the Year to Driver/Paramedic Ryan Ledford. Ryan has served with the City of Madison for 9 years and was promoted to Driver 2 years ago. Ryan was nominated by his Battalion Chief and many of his peers. 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.*

BEBE OETJEN (DISTRICT 5)

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

- Plug outlet issues at the Community Center
- Ceramic issues at the Community Center
- The Everstead at Madison zoning
- Trees replaced

TAMMY BURGREN

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

- Resolution Number 2024-430-R

JOCELYN BROER (DISTRICT 4)

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

- Resolution Number 2024-430-R
- Thanked Council for the Comprehensive Plan, Madison on Track 2045

JACQUELINE PETERS (DISTRICT 6)

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

- Main Street America

MARK ANDERSON (DISTRICT 6)

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

- Resolution Number 2024-430-R

MARGI DALY (DISTRICT 6)

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

- Inflated prices
- Debt
- Streetlights
- Sidewalks
- Non-Governmental Organizations

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$2,665,317.29
Special General Operating Accounts	\$143.42
ADEM Storm Drainage	\$5,510.00
Gasoline Tax and Petroleum Inspection Fees	\$274,890.77
Street Repair and Maintenance	\$1,556.87
CIP Bond Accounts	\$920,568.90
Library Building Fund	\$104,674.93
Venue Maintenance	\$74,850.00

Regular and periodic bills to be paid

Resolution No. 2024-381-R: Approving an annual appropriation agreement with the Community Free Dental Clinic for FY 25 (\$2,500 to be paid from General Operating account)

Resolution No. 2024-382-R: Approving an annual appropriation agreement with Getting Real About Mental Illness for FY 25 (\$2,500 to be paid from General Operating account)

Resolution No. 2024-383-R: Approving an annual appropriation agreement with the Health Establishments at Local Schools for FY 25 (\$5,000 to be paid from General Operating account)

Resolution No. 2024-384-R: Approving an annual appropriation agreement with the Madison County Health Department for FY 25 (\$30,000 to be paid from General Operating account)

Resolution No. 2024-385-R: Approving an annual appropriation agreement with Liberty Learning Foundation for FY 25 (\$7,500 to be paid from General Operating account)

Resolution No. 2024-432-R: Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 062976 for damage to a 2021 Ford Explorer Police vehicle (\$3,440.90 after \$1,000.00 deductible, to be deposited into General Operating account)

Resolution No. 2024-434-R: Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 062917 for damage caused by a deer. The vehicle (2014 Dodge Charger Police vehicle) is considered a complete loss and the settlement will be \$6,650.47 after \$1,000.00 deductible, \$5,650.47 to be deposited into General Operating account. This payment represents the full and final settlement of the claim, which is now considered closed.

Resolution No. 2024-435-R: Providing for the disposition of personal property of negligible value (washers and dryers formerly used by the Fire Department) via online auction through Govdeals pursuant to Section 16-108 of the City of Madison Code of Ordinances

Resolution No. 2024-437-R: Authorizing a Microsoft licensing agreement renewal with SHI (\$69,127.25 for one year, to be paid from IT Department budget)

Resolution No. 2024-443-R: Authorizing a Property Use Agreement with Sumitomo Rubber USA, LLC, d/b/a Dunlop Tire for police emergency driver training (no cost to the City)

Authorization for the Parks and Recreation Department to solicit bids for repairs to the kiddie pool at Dublin Park.

Authorization for the Engineering Department to solicit bids for installation of the Palmer Park Pedestrian Bridges.

Acceptance of donation of 43" Element 4K XUMO television from Walmart valued at \$150.42 to be placed in the dayshift sergeant's office of the Madison Police Department.

Acceptance of donation in the amount of \$150 to The Safe Haven Baby Box - Madison Fire Department

Acceptance of donation from L. Tucker in the amount of \$30.00 (to be deposited into Madison Senior Center donation account)

Acceptance of donation from Madison, Alabama Police Foundation in the amount of \$150.00 (to be deposited into the Madison Fire Department Donation account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Thanked Everyone for all the help during the Christmas season and Christmas activities. It was a great Season!
- Looking forward to a great 2025!

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Happy New Year to Everyone!

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Happy New Year to All!
- Thanked all Citizens for a Wonderful year!
- Thanked all Employees for going above and beyond!

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No new business

COUNCIL DISTRICT NO. 4 GREG SHAW

No new business

COUNCIL DISTRICT NO. 5 RANAЕ BARTLETT

No new business

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Thank you to Everyone who helped make such a Great Holiday season!
- Thank you to All who participated in the Holiday Festivities
- Happy New Year to Everyone!

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

No new business

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2024-413-R: AUTHORIZING CHANGE ORDER NO. 2 TO AGREEMENT WITH MILLER & MILLER, INC., TO CONSTRUCT TEMPORARY ROAD FOR PUBLIC USE DURING CONSTRUCTION OF PROJECT 22-024 | MILL ROAD WALL CONSTRUCTION (ROAD STABILIZATION) (\$345,711.00 TO BE PAID FROM FUND 38)

Council Member Wroblewski moved to approve Resolution No. 2024-413-R. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-433-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC. FOR ENVIRONMENTAL CONSULTING SERVICES FOR FY 2025 WET-WEATHER MONITORING (NOT TO EXCEED \$18,040.00, TO BE PAID FROM ENGINEERING STORMWATER BUDGET - FUND 11)

Council Member Spears moved to approve Resolution No. 2024-433-R. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-439-R: AUTHORIZING A MAINTENANCE SERVICES AGREEMENT WITH SWEEPING CORPORATION OF AMERICA FOR ANNUAL STREET SWEEPING (NOT TO EXCEED \$76,675.74, TO BE PAID FROM STORMWATER FUND)

Council Member Shaw moved to approve Resolution No. 2024-439-R. 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 Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Absent

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2024-438-R: APPROVING A CONTRACTOR AGREEMENT WITH STRUCTURE REMODELING, LLC, FOR EXTERIOR REPAIRS AND ROOF REPLACEMENT AT THE FARLEY-WANN HOUSE (\$75,000 TO BE PAID AS FOLLOWS: \$73,000 FROM CAPITAL OUTLAY - WANN HOUSE AND \$2,000 FROM PLANNING DEPARTMENT - SPECIAL PROJECTS ACCOUNT)

Council Member Wroblewski moved to approve Resolution No. 2024-438-R. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Connie Spears	Aye

Council Member Teddy Powell	Absent
Council Member Karen Denzine	Nay
Council Member John Seifert	Absent

Motion carried.

PLANNING

RESOLUTION NO. 2024-423-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2024-424; ZONING CERTAIN PROPERTY OWNED BY BERNICE WOODS CONSISTING OF 0.46 ACRES LOCATED AT 131 FORREST DRIVE, NORTH OF FORREST DRIVE AND WEST OF NANCE ROAD, TO R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST PUBLICATION 1/8/2025, SYNOPSIS 1/15/2025, PUBLIC HEARING 2/10/2025)

Council Member Shaw moved to approve Resolution No. 2024-423-R. 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 Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Absent

Motion carried.

PROPOSED ORDINANCE NO. 2024-422: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY BERNICE WOODS LOCATED AT 131 FORREST DRIVE (FIRST READING)

This is a first reading only

RESOLUTION NO. 2024-426-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 202427; ZONING CERTAIN PROPERTY OWNED BY ENGLISH RE, LLC, CONSISTING OF 1.4 ACRES LOCATED AT 7301 HWY 72, SOUTH OF HWY 72 AND EAST OF RAINBOW DRIVE, TO B3 (GENERAL BUSINESS) UPON ANNEXATION (FIRST PUBLICATION 1/8/2025, SYNOPSIS 1/15/2025, PUBLIC HEARING 2/10/2025)

Council Member Wroblewski moved to approve Resolution No. 2024-426-R. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-425: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY ENGLISH RE, LLC, LOCATED AT 7301 HWY 72 (FIRST READING)

This is a first reading only

RESOLUTION NO. 2024-428-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2024-429; REZONING CERTAIN PROPERTY OWNED BY JOHN W. BURGREN ESTATE CONSISTING OF 37.72 ACRES LOCATED NORTH OF HUNTSVILLE-BROWNS FERRY ROAD, EAST OF OAKLAND CHURCH FROM AG (AGRICULTURE) TO RC-2 (RESIDENTIAL CLUSTER DISTRICT NO. 2) (FIRST PUBLICATION 1/8/2025, SYNOPSIS 1/15/2025, PUBLIC HEARING 2/10/2025)

Council Member Shaw moved to approve Resolution No. 2024-428-R. 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 Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Absent

Motion carried.

RESOLUTION NO. 2024-430-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2024-431; ZONING CERTAIN PROPERTY OWNED BY LILY LANDHOLDINGS, INC. CONSISTING OF 89.27 ACRES LOCATED SOUTH OF HUNTSVILLE-BROWNS FERRY ROAD AND WEST OF BOWERS ROAD FROM AG (AGRICULTURE) TO RC-2 (RESIDENTIAL CLUSTER DISTRICT NO. 2) (FIRST PUBLICATION 1/8/2025, SYNOPSIS 1/15/2025, PUBLIC HEARING 2/10/2025)

Council Member Spears moved to approve Resolution No. 2024-430-R. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-442: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 116 FOREST GLADE DRIVE, LOT 9 OF OLD IVY SUBDIVISION (FIRST READING)

This is a first reading only

PROPOSED ORDINANCE NO. 2024-441: VACATION OF A DRAINAGE EASEMENT LOCATED WITHIN LOT 3B OF FIRST COMMERCIAL PARK, PHASE 2 SUBDIVISION ON HUGHES ROAD (FIRST READING)

This is a first reading only

RESOLUTION NO. 2024-436-R: APPROVING A SIDEWALK EASEMENT AND MAINTENANCE AGREEMENT WITH TENNESSEE VALLEY COMMUNITIES, LLC, AND THE HERITAGE HILLS OWNERS ASSOCIATION, INC.

Council Member Shaw moved to approve Resolution No. 2024-436-R. 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 Ranae Bartlett	Aye
Council Member Maura Wroblewski	Aye
Council Member Teddy Powell	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Absent

Motion carried.

PROPOSED ORDINANCE NO. 2024-440: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 102 STILLMEADOW DRIVE, LOT 20 OF HILLTOP RIDGE SUBDIVISION, PHASE 2 (FIRST READING)

This is a first reading only

POLICE

RESOLUTION NO. 2024-421-R: ACCEPTANCE OF THE BJA FY 24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AWARD NUMBER 15PBJA-24-GG-04583-JAGX IN THE AMOUNT OF \$17,457 FROM THE DEPARTMENT OF JUSTICE TO ACQUIRE ANOTHER POLICE CANINE

Council Member Wroblewski moved to approve Resolution No. 2024-421-R. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Council Member John Seifert

Absent

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 6:45 p.m.

Minutes No. 2024-24-RG, dated December 30th, 2024, read, approved and adopted this 13th day of January 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. 2021-268-R

**A RESOLUTION AUTHORIZING A POLICY FOR
PUBLIC PARTICIPATION
DURING CITY COUNCIL MEETINGS**

WHEREAS, the City Council of the City of Madison is empowered to receive public comments during City Council meetings, and it welcomes input from members of the community so that elected officials and City staff can more effectively govern and serve Madison residents; and

WHEREAS, the City Council may adopt reasonable time, place, and manner parameters for receiving public comments; and

WHEREAS, the City Council has studied best practices and legal guidelines pertaining to receiving public comments, preparing minutes, and running efficient meetings according to rules of parliamentary procedure; and

WHEREAS, the City Council has determined that updating its policy pertaining to receiving public comments will enable the City Council to conduct business more efficiently during meetings, provide ample opportunity for residents to weigh in on matters of public concern within and outside of City Council meetings, and enhance security for residents attending the meeting and the City's computer networks;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council adopts the following policy for hearing and receiving public comments, conducting public hearings, and providing for recording during City Council meetings:

PUBLIC PARTICIPATION POLICY

Public Comments Section of the Agenda:

- Speakers who would like to address general City business and agenda items must speak during the Public Comments portion of the meeting.
- During the Public Comments portion of the agenda, all speakers will have a maximum of three minutes to address the City Council.
- No speakers will be allowed to speak more than once during Public Comments or give their surplus time to other speakers.
- Before or during the Council meeting, speakers must sign up for Public Comments via the City's automated SMS system or by filling out a card available from the City Clerk. The Council President will call speakers in the order that they sign up via the automated form or card.
- Speakers signing up for Public Comments prior to the City Council meeting are encouraged to provide additional information about the topic to be discussed. Doing so will allow City Staff to research the issue and potentially provide a resolution or more information by the time of the meeting.

Public Hearings Section of the Agenda:

- Speakers and public hearing applicants who would like to address agenda items listed under the Public Hearings section of the agenda must reserve their comments for the public hearing. Before or during the Council meeting, speakers must sign up for the public hearing at which they would like to address Council via the City's automated SMS system or by filling out a card available from the City Clerk.
- During the Public Hearings section of the agenda, the Council President will call speakers in the following order, and speakers will observe the following time limits:
 - 1. Project initiator, applicant, owner or agent of business or property that is the subject of the hearing (15 minutes).
 - 2. Residents within the noticed area of the subject property (5 minutes).
 - 3. All other members of the public (5 minutes).
- No speaker may speak more than once during a public hearing or give surplus time to other speakers.
- The Council President has the discretion to allow rebuttals during public hearings or to allow speakers to talk more than once if new information has been presented to the City Council.
- The Council President may limit comments that are repetitious or irrelevant to the subject of the public hearing.

General Rules:

- Each speaker must state his or her name and City Council district, street, or neighborhood prior to presenting comments.
- Speakers must provide their name, address, telephone number, and e-mail address on the City's SMS sign-up system or card so that City staff or council members may follow up with them. The City will not disclose speakers' personal contact information.
- Speakers shall address their remarks to the City Council President.
- Speakers who are part of a group with the same position on a matter are encouraged to select one representative to present their views to the City Council (ex: HOA members with a position on rezoning may consolidate their comments and present them through a representative of the organization.).
- Speakers who would like to present a power point or other digital media must e-mail their presentations to the City Clerk and IT department by 5:00p.m. on the Friday preceding the City Council meeting. Electronic files brought to the City Council meeting at the time of the meeting will not be loaded for use, and the City will not plug in outside computers, players, or presentation devices into its network.
- If someone cannot attend a meeting or public hearing, the City Council will accept e-mails, letters, or phone calls. Written correspondence must be submitted to the City Clerk's office by noon on the day of the Council meeting. City Council members welcome and will read written correspondence pertaining to agenda items prior to the Council meeting, but they are not required or expected to read correspondence out loud and verbatim during the meeting. Written correspondence for public comments will not be a part of the City's minutes, but written correspondence that is germane to the subject of public hearings will be summarized in the minutes.
- Individuals wishing to video or audio record the Council meeting must adhere to the following procedures so that the City can notify people attending the meeting,


particularly minors, that they may be recorded:

- Anyone planning to record all or a substantial portion of the public comments, public hearings, or the business portions of the meeting must place recording equipment (e.g., cameras, phones, tripods, etc.) in an area designated by the City Council President.
- When the Council meeting begins, the Council President will announce to those attending that the City and others are recording the meeting.
- Video and audio recordings must be performed in such a way that they do not disrupt or interfere with the Council's operation of the meeting or others who are attending the meeting.
- Arrangements for placing special microphones or lighting equipment must be coordinated with City staff prior to the start of the meeting.
- Individuals who would like to request reasonable accommodations pursuant to the Americans with Disabilities Act may direct their requests to the City's ADA Coordinator.
- City Council members will not engage in dialogue or Q&A with speakers, but they will forward all questions to City staff for a response within a reasonable timeframe during or after the meeting. Any document requests must be submitted to the City Clerk's office.
- The City Council will not comment on pending claims or lawsuits. The City takes allegations of misconduct seriously, and any such concerns should be reported to the Mayor or City Attorney's office so that City staff can address concerns through proper procedural channels, protect the legal and privacy interests of involved parties, and provide consistency in review and resolution of claims or disputes.
- Disruptive behavior including the use of profanity, threats, or vulgar or threatening gestures are not proper for City Council meetings or correspondence to City Council. Speakers who are disruptive may be removed from the City Council chambers.

BE IT FURTHER RESOLVED that the City Clerk shall provide copies of this policy to Madison residents upon request, shall publish the policy on the City website, and shall provide current contact information for the appropriate City officials described in this Resolution;

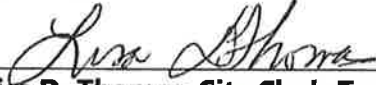
BE IT FURTHER RESOLVED that each and every provision of this Resolution is hereby declared to be an independent provision, and the holding of any provision hereof to be void or invalid for any reason shall not affect any other provision hereof.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of September, 2021.



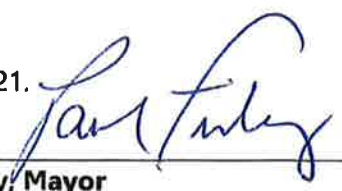
Greg Shaw, City Council President
City of Madison, Alabama

ATTEST:



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

APPROVED this 15th day of September, 2021.



Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-003-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH THRIVE ALABAMA FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Thrive Alabama for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **five thousand dollars (\$5,000.00)** for FY 25.

READ, PASSED, AND ADOPTED this 13th day of January 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 January 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between the **THRIVE ALABAMA** (hereinafter “**Thrive**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that Thrive shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to Thrive the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. Thrive pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, Thrive agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by Thrive.

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

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

THRIVE ALABAMA

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

§

COUNTY OF MADISON

§

§

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Thrive Alabama is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

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

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

Notary Public

EXHIBIT A

Thrive Alabama is pleased to partner with the City of Madison to continue offering its residents comprehensive, affordable healthcare regardless of their income or insurance status. We see people with Medicaid, Medicare, Tricare, and private insurance. Plus, patients who qualify can receive discounted care on a sliding fee scale.

Thrive Alabama offers the following services to City of Madison residents: Adult primary healthcare, pediatrics, behavioral healthcare, case management, transportation to medical appointments, nutritional counseling, medical interpretation, and more.

Based on a community health needs assessment, we discovered Madison County has 94,000 people with no or limited access to primary healthcare. We are excited to play a part in providing quality healthcare to those most in need for generations to come.

RESOLUTION NO. 2025-004-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE BOTANICAL GARDEN FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Huntsville Botanical Garden for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **twenty thousand dollars (\$20,000.00)** for FY 25.

READ, PASSED, AND ADOPTED this 13th day of January 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 January 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between **HUNTSVILLE BOTANICAL GARDEN** (hereinafter “**HBG**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that HBG shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to HBG the sum of Twenty thousand and no cents (\$20,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. HBG pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HBG agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by HBG.

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

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

HUNTSVILLE BOTANICAL GARDEN

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Huntsville Botanical Garden is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

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

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

Notary Public

EXHIBIT A

The Huntsville Botanical Garden continues to partner with and support the City of Madison as follows:

Huntsville Botanical Garden is open year-round and is mission-driven for public education and enjoyment, scientific research and conservation. Residents of the City of Madison are engaged with the Garden in all aspects of our mission to connect people to plants: from visiting the wonder-filled gardens and exhibits to joining our efforts as members, volunteers and staff to participating in our education programs from children to adults.

How Huntsville Botanical Garden Benefits the Residents of the City of Madison

		Total	Madison	%
Visitors	Of the Visitors from the State of Alabama, those from the City of Madison	136,994	35,569	26%
	Of all Visitors to the Garden, those from the City of Madison	172,109	35,569	21%
Memberships		9,151	2,567	28%
Volunteers	Residents of the City of Madison provided 6,494 hours of service.	1,757	326	19%
STEM Education Programs:				
STEM School Field Trips from Heritage, Columbia, Mill Creek, Midtown, Madison Elementary, and Madison City Summer Program	Targeted for students in Grades K through 4, Garden STEM Field Trips are an extension of the classroom, STEM based and in line with National and Alabama Science Standards.	Students: 6,349 Parents: 3,091	1,073 368	17% 12%
Spring Break STEM Camp	Designed to immerse children (Grades K through 6) in nature and foster their connection to the natural world through hands-on, engaging STEM activities.	25	10	40%
Summer STEM Camp		545	317	58%
Fall Break STEM Camp		30	16	53%
Seeds to Sprouts	Targeted to children ages 2 through 5 to discover the wonder of nature and science.	126	48	38%
Nature Academy	Provides hands-on science classes to enrich STEM learning for home-school, public and private school students in Grades K through 8.	243	123	51%
Family Programing	Examples include family campouts and night hikes at the Garden.	1,846	309	17%
Adult Education	Provides a variety of opportunities for adults to expand their knowledge of plants and their place in nature.	440	111	25%

Youth Volunteer Program	Engages teenagers in hands-on outdoor work during the summer under the mentorship of STEM professionals where they gain real-world experience in horticulture, environmental education, and plant conservation.	36	10	28%
Community Outreach	Participated in Madison Street Festival (at least 100 children plus parents) and Read Aloud at Heritage Elementary (20 students)		120	
Staff	Full-Time Employees	55	10	18%
	Part-Time Employees	5	4	80%
	On-Call Employees	<u>50</u>	<u>10</u>	20%
	Total	110	24	22%

Funding from the City of Madison supports the Garden’s mission-driven activities in the areas of public education and enjoyment, scientific research and conservation as follows:

- Expanded reach and investment in children, youth and adult STEM education and STEM volunteer engagement programs;
- Initiatives for the community’s public garden in the areas of Plant Science (Horticulture) and Plant Conservation;
- Initiatives for the plant collections agenda, plant research and preservation of the unique biodiversity of the North Alabama region.

Funding from the City of Madison provides our community not only a place of beauty, respite and enjoyment at Huntsville Botanical Garden but also the chance to fulfill our vision to inspire, encourage and catalyze our community to take part in conserving our regional ecosystem.

To this purpose, our request for funding from the City of Madison is to utilize the Fiscal Year 2025 appropriation of \$20,000 to supplement the Huntsville Botanical Garden’s Operating Budget.

We thank the City of Madison for its ongoing support of the Garden’s mission activities.

RESOLUTION NO. 2025-005-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH CRISIS SERVICES OF NORTH ALABAMA FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Crisis Services of North Alabama for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **twenty thousand dollars (\$20,000.00)** for FY 25.

READ, PASSED, AND ADOPTED this 13th day of January 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 January 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between the **CRISIS SERVICES OF NORTH ALABAMA** (hereinafter “CSNA”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that CSNA shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to CSNA the sum of Twenty thousand dollars and no cents (\$20,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. CSNA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, CSNA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by CSNA.

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

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

CRISIS SERVICES OF NORTH ALABAMA

By: _____

Its: Executive Director

Date: _____

STATE OF ALABAMA

§

COUNTY OF MADISON

§

§

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Crisis Services of North Alabama, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

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

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

Notary Public

EXHIBIT A

Crisis Services of North Alabama, Inc. (CSNA) is pleased to partner with the City of Madison to offer its residents lifesaving, life-changing services. At any time of the day or night, 24 hours a day, 365 days a year, CSNA may be providing services to City of Madison residents such as:

- The rape victim who has come to CSNA’s Community Services Building for a forensic examination, advocacy and counseling following her traumatic experience.
- The domestic violence victim who has been brutally beaten by her partner, and her children are terrified and wondering where they can go to be safe because home is not that place.
- The woman and her children who walk through the door of HOPE Place where they will be safe and can begin to heal.
- The domestic violence victim whose advocate is explaining the court process and providing support to the victim through that process.
- The veteran who is contemplating suicide is talking with a HELPLine Crisis Call Specialist, who is there to assess; stabilize; identify risk and protective factors; and develop a plan of action to prevent suicide.
- Sharing a virtual counseling session with an adult or child victim of domestic violence.

In the 2024-2025 fiscal year, CSNA projects it will provide the following services to City of Madison residents*:

- * 200 nights of emergency shelter and services for domestic violence victims and their children.
- * 700 victims of domestic and sexual violence with advocacy, crisis counseling and emotional support. Support includes direct assistance (rent and utility deposits, procurement of identification and other important documents, etc.) for City of Madison residents who are victims of domestic violence.
- * 50 victims of domestic and sexual violence with forensic exams to collect evidence and document injuries.
- * 1,700 HELPLine callers who may be in danger, have just experienced traumatic victimization, are contemplating suicide or who are alone and just need someone to talk with.
- * 1,200 students who are learning how to questions and help their friends who may be contemplating suicide. CSNA adapted its education to a virtual

platform which was used at the height of the pandemic and is still a possibility, if needed, but most classes are currently being done in person.

The cost to those receiving the services – nothing. The cost of these services to CSNA is estimated at \$184,969. The \$20,000 appropriation from the City of Madison’s FY 25 budget will be directed toward the expenses to provide services to its residents.

RESOLUTION NO. 2025-006-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH FANTASY PLAYHOUSE CHILDREN’S THEATER AND ACADEMY FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Fantasy Playhouse Children’s Theater and Academy for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **five thousand dollars (\$5,000.00)** for FY 25.

READ, PASSED, AND ADOPTED this 13th day of January 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 January 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between the **FANTASY PLAYHOUSE CHILDREN’S THEATER AND ACADEMY** (hereinafter “FPCTA”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that FPCTA shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to FPCTA the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. FPCTA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, FPCTA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by FPCTA.

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

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

FANTASY PLAYHOUSE CHILDREN’S THEATER AND ACADEMY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Fantasy Playhouse Children’s Theater and Academy is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

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

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

Notary Public

EXHIBIT A

Fantasy Playhouse Children’s Theater & Academy (FPCTA) provides access to theatre arts and arts education to the families of Madison, Alabama. FPCTA enhances the quality of life for Madison residents by:

1. Providing free and low cost quality family entertainment that engages and inspires children; helping them enhance communication skills, enrich empathetic responses, and make sense of the world around them. Since 1961, FPCTA has provided a gateway to the theatre arts for tens of thousands of Madison City residents and students.

Current MainStage Productions:	Current In School Touring Productions:
The Wonderful Wizard of Oz	Freedom Riders Homecoming
A Christmas Carol	Storytime Pirates
Sleeping Beauty & the Big Green Pea	Anansi the Spider
A Wrinkle in Time	

2. Providing performance, design, technical, educational, and administrative employment and volunteer opportunities for hundreds of Madison residents. A sample of Staff and Volunteers include:

- Emily Rodrick, FPCTA Marketing & PR Manager
- Matlin Neimann, FPCTA Education Coordinator
- Fathia Hardy, FPCTA Board Member
- Katiya McKinney, FPCTA Board Member
- Dr Wafa Orman, FPCTA Board Member
- Donna Berger, FPCTA Board Member
- Holly Brockman, FPCTA Board Member
- Lisa Mays, FPCTA Board member
- Amy Patel, FPCTA Educational Advisor and Actress
- Dwayne Craft, FPCTA Educational Advisor
- Kim Jimmerson, FPCTA Volunteer Coordinator

3. Providing arts educational opportunities via an enhanced “Fantasy in the Classroom” partnership with Madison City Schools which acts as “feeder” training program for Bob Jones and James Clemens High Schools’ award winning theatre departments. Students grades K-3 take part in on-site after-school programs that are modifications of FPCTA’s general acting curriculum. Classes focus on developing the Actor’s Tool Box (Body, Voice, Mind, and Imagination) that inspire creativity and build self-confidence. For eight or ten weeks, students will be divided up into age-appropriate classes and meet after school one day a week for an hour. On the final day of class, students will apply their skills in an

informal sharing for family and friends. FPCTA presents each student with a Certificate of Achievement at the end of each session. Advanced Students grades 4-6 are part of a custom-designed drama program by meeting twice a week over 12 weeks. This class culminates in a fully realized play. Children are introduced to career paths and theatrical work well before middle and high school. JCHS and BJHS students are then offered paid assistantships and tech assignments during FPCTA Summer Camps. FPCTA is also looking to offer satellite classes at the new Madison Community Center

Current and Past Partner Schools are:

- Horizon Elementary School
- Madison Elementary School
- Rainbow Elementary School
- Midtown Elementary School
- Liberty Middle
- Discovery Middle

Funding from the City of Madison is being used to support the renovation of Merrimack Hall, which will expand our services to our Madison City audience members, students, staff, and volunteers; supporting quality of life, expanding STE(A)M technical theatre education partnerships with MCS, and equipping Madison’s students with life’s essential skills as we teach Madison students to step beyond themselves, to dream big dreams, to master self confidence, and obtain the skills needed for a successful future.

The 24,534 historic building offers a 300 seat theater upstairs and a variety of teaching spaces, a 3000 square foot dance studio, public lobby, and an office suite. The current first floor remains largely unfinished, and offers FPCTA the opportunity to build out classrooms. Plans for the second floor include extending wing space on the northside of the current stage, installing an LED light wall and turntable, and adding a production office and ADA compliant restroom on the southside of the theater.

RESOLUTION NO. 2025-007-R

**A RESOLUTION TO APPROVE AN AGREEMENT WITH THE LEGACY CENTER, INC.
FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM
THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with The Legacy Center, Inc. for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **ten thousand dollars (\$10,000.00)** for FY 25.

READ, PASSED, AND ADOPTED this 13th day of January 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 January 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between the **THE LEGACY CENTER, INC.** (hereinafter “**TLC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that TLC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to TLC the sum of ten thousand dollars and no cents (\$10,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. TLC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, TLC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by TLC.

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

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

THE LEGACY CENTER, INC

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

§

COUNTY OF MADISON

§

§

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of The Legacy Center, Inc is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

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

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

Notary Public

EXHIBIT A

The Legacy Center will expand its Generations Adult Day Program to Madison City utilizing our evidence-informed approach to create a safe, social environment where art and occupational therapy become tools for enhancing quality of life.

Our person-centered model, provides cognitive support and memory care activities. Through skilled care, the Arts, and sensory engagement, the program provides a nurturing environment that fosters dignity, independence, and community, aiming to preserve participants' abilities and quality of life.

These funds will be used to:

1. Secure Generations Adult Day programming space in Madison City, mirroring our successful Huntsville model.
2. Hire and train staff to maintain our high standard of care.
3. Provide day programming with cognitive support for adults diagnosed with any Alzheimers, and other related dementias, and Traumatic Brain Injuries in Madison City.
4. Develop more art-based and occupational therapy programs to engage participants.
5. Provide ongoing support and training for family caregivers navigating the journey.

RESOLUTION NO. 2025-019-R

A RESOLUTION AUTHORIZING REIMBURSEMENT OF WEED LIEN ASSESSMENT

WHEREAS, by virtue of passage of Resolution No. 2023-224-R on July 24, 2023, the City Council ascertained, fixed, and determined the amount of an assessment to be charged as a weed lien on the vacant lot behind 450 Oakland Road in the amount of eight hundred forty-six dollars and ninety cents (\$846.90) (the "Lien"); and

WHEREAS, due to administrative timing, the Lien was not received by the Madison County Tax Assessor's Office in time for inclusion in the 2023 property tax notices, and was instead scheduled for the 2024 property tax cycle; and

WHEREAS, between the timeframes of the 2023 and 2024 tax cycles, the property was sold to a new owner, who subsequently paid the Lien; and

WHEREAS, the City Council finds it appropriate to authorize the reimbursement of the Lien amount to the new owner because he was not the property owner at the time the Lien was assessed and had no way of knowing that the property was subject to a weed lien at the time of his purchase.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Finance Director and City Clerk-Treasurer are hereby authorized to issue payment in the amount of \$846.90 to the new property owner as reimbursement for the Lien paid.

READ, APPROVED, AND ADOPTED this ____ day of January 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 January 2025

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-224-R

A RESOLUTION ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN ON CERTAIN PROPERTY IN THE CITY OF MADISON, ALABAMA, AS A RESULT OF THE CITY ABATING OVERGROWN GRASS AND WEEDS PURSUANT TO THE CITY'S LOCAL WEED ABATEMENT LAW

WHEREAS, the City of Madison, Alabama (the "City") received numerous and persistent complaints about overgrown grass and weeds on the following described property, which constituted a public nuisance and a violation of Section 2 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135):

<u>Property Address</u>	<u>Parcel ID No.</u>
Vacant Lot Behind 450 Oakland	67332

WHEREAS, the City abated the public nuisance at the City's expense in accordance with the City's Local Weed Abatement Act; and

WHEREAS, the Enforcing Official prepared the Itemized Statement of Expense attached hereto as "Exhibit A"; and

WHEREAS, the Enforcing Official gave notice of a public hearing to consider such Itemized Statement of Expense in accordance with the City's Local Weed Abatement Act; and

WHEREAS, said public hearing was held by the Council; and

WHEREAS, it is now the desire of the Council to fix the costs that it finds were reasonably incurred in connection with the abatement of the public nuisance and assess the costs against the subject property as weed lien.

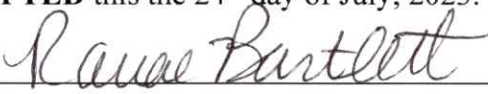
THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA as follows:

Section 1. That the Council hereby assesses the following sum to be the costs reasonably incurred by the City in connection with the abatement of the public nuisance located on the property below, which shall constitute a weed lien on the subject property:

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
Vacant Lot Behind 450 Oakland	67332	\$846.90

Section 2. That the City Clerk is authorized to file a certified copy of this resolution in the offices of the Revenue Commissioner for the appropriate county in which the property is located. Upon filing, the Revenue Commissioner shall add the amount of the weed lien to the ad valorem tax bill for the property and shall collect the amount as if it were a tax and remit the amount to the City.

READ, PASSED, AND ADOPTED this the 24th day of July, 2023.

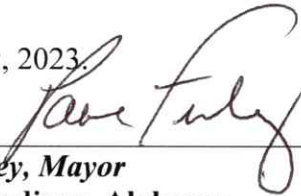


Ranae Bartlett, Council President
 City of Madison, Alabama

ATTEST:



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

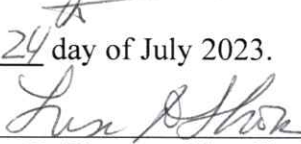
APPROVED this 24th day of July, 2023.


Paul Finley, Mayor
 City of Madison, Alabama

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
 MADISON COUNTY)

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 24th day of July 2023.

Witness my hand and seal of office this 24th day of July 2023.


 Lisa D. Thomas, City Clerk-Treasurer



Minutes No. 2023-14-RG

Date of Meeting Jul 24, 2023

Document No. 2023-224-R

First reading date

First reading Minutes

Council Votes

	Absent	Aye	Nay	Abstain	Absent @ tov	Recused
Council Member Wroblewski	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Spears	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Powell	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Shaw	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Bartlett	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Denzine	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Seifert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Publication Date

Distribution

RESOLUTION NO. 2025-014-R

A RESOLUTION ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN ON CERTAIN PROPERTY IN THE CITY OF MADISON, ALABAMA, AS A RESULT OF THE CITY ABATING OVERGROWN GRASS AND WEEDS PURSUANT TO THE CITY’S LOCAL WEED ABATEMENT LAW

WHEREAS, the City of Madison, Alabama (the “City”) received numerous and persistent complaints about overgrown grass and weeds on the following described property, which constituted a public nuisance and a violation of Section 2 of the City’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135):

<u>Property Address</u>	<u>Parcel ID No.</u>
100 Patra Dr	107261

WHEREAS, the City abated the public nuisance at the City’s expense in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, the Enforcing Official prepared the Itemized Statements of Expenses attached hereto as “Exhibit A”; and

WHEREAS, the Enforcing Official gave notice of a public hearing to consider such Itemized Statements of Expenses in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, said public hearing was held by the Council; and

WHEREAS, it is now the desire of the Council to fix the costs that it finds were reasonably incurred in connection with the abatement of the public nuisance and assess the costs against the subject property as a weed lien.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA as follows:

Section 1. That the Council hereby assesses the following sum to be the costs reasonably incurred by the City in connection with the abatement of the public nuisance located on the property below, which shall constitute a weed lien on the subject property:

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
100 Patra Dr	107261	\$600.40

Section 2. That the City Clerk is authorized to file a certified copy of this resolution in the offices of the Revenue Commissioner for the appropriate county in which the property is located. Upon filing, the Revenue Commissioner shall add the amount of the weed lien to the ad valorem tax bill for the property and shall collect the amount as if it were a tax and remit the amount to the City.

READ, PASSED, AND ADOPTED this the 13th day of January 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 January, 2025.

Paul Finley, Mayor
 City of Madison, Alabama

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
 MADISON COUNTY)

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 13th day of January, 2025.

Witness my hand and seal of office this ___ day of January 2025.

 Lisa D. Thomas, City Clerk-Treasurer



CITY OF MADISON - BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV

12/16/2024

John W. Bradley
100 Patra Dr
Madison, AL 35758

Re: 100 Patra Dr
Parcel No. 107261

Via First Class Mail and Certified Mail No. 9489 0090 0027 6559 8737 95

Ladies and Gentlemen:

Please find enclosed a copy of the Itemized Statement of Expense associated with the City of Madison, Alabama (the "City" abating overgrown grass and weeds on the above-referenced property (the "Property" in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135)).

Please be advised that the City Council will hold a hearing on JANUARY 13, 2025 at 6:00 pm at the City Council meeting room at Madison Municipal Complex, which is located at 100 Hughes Rd in Madison, Alabama, to consider this Itemized Statement of Expense and the assessment of these costs against the Property. You will have the right to present objections thereto at the hearing.

If you have any questions, please give me a call at 256-464-8427

Sincerely,

Kipp Richerzhagen
Enforcing Official

CITY OF MADISON-BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV



Itemized Statement of Expenses

12/16/2024

Re: **100 Patra Dr Madison, AL 35758**
Parcel No. 107261

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$225.00
Value of Use of Equipment	N/A
Advertising Expenses	\$128.40
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
Total	\$600.40

Kipp Richerzhagen
Enforcing Official

PUBLIC NOTICE

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA AND COUNTY OF MADISON

CITY OF MADISON-CITY CL 100 HUGHES RD MADISON, AL 35758

Madison County Record

Before me, a notary public in and for the county and state above listed, personally appeared the undersigned affiant, known to me to be a duly authorized representative of the Madison County Record. The newspaper published the attached legal notice(s) in the issue(s) referenced below, by the Newspaper for said publications does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notice(s), whereby any advantage, gain or profit accrued to said officer or attorney

Handwritten signature of Martha Flynn

Affiant

PUBLISHED ON: 08/07/24
TOTAL COST: \$ 128.40
AD SPACE: 40 LINES
FILED ON: 08/07/2024

Sworn to or affirmed before me on: 8/7/2024

Handwritten signature of Erin Gilbert

Notary Public, State at Large, My Commission expires:

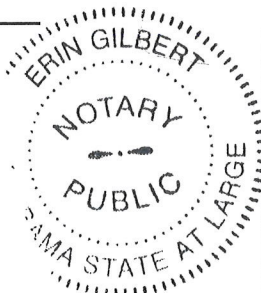
MY COMMISSION EXPIRES 11-27-27

Ad ID 607895

TAKE NOTICE that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act") to have overgrown grass and weeds that constitute a public nuisance in violation of Section 2 of the Act:

Property: 100 Patra Drive Madison, AL 35758 PPIN: 107261

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information. 08/07/24 ADID 607895





INVOICE 23307

DATE	TERMS
08/19/24	Net 30
PO#	
SALES REP	
Shane Appleman	

BILL TO
Code Enforcement 100 Hughes Rd Madison, AL 35758

PROPERTY INFORMATION
Code Enforcement 100 Patra Dr Madison, AL 35758

DESCRIPTION	PRICE
#6186 - One Time Mow and Trim, Code Enforcement	\$225.00
One Time Mow and Trim - Code Enforcement	

Alabama Lawn Masters will call for public Utility line location prior to digging, but we can not be responsible for damage to unmarked underground utilities (water, cable, electrical, irrigation ect.).

Alabama Lawn Masters warranties plant materials for up to 1 year from the time it is planted only if the plants are watered by working irrigation system.

Completed Date - 8/16/2024

Sales Tax	\$0.00
Invoice Total	\$225.00
Payment/Credit Applied	(\$0.00)
INVOICE GRAND TOTAL	\$225.00

Thank you for the opportunity to be of service

If you have any questions, please call 256-536-2116, or email
service@alabamalawnmasters.com

PLEASE MAKE ALL CHECKS PAYABLE TO:
Alabama Lawn Masters
PO Box 1648
Huntsville, AL 35807

Your ad
Enlarged

Redstone Rocket/Madison County

-Proof-

<p>Date: 7/31/2024 Account #: AP276880 Company Name: CITY OF MADISON-CITY CL Contact: CITY CITY Address: 100 HUGHES RD City: MADISON State: AL Zip: 35758 Telephone: 256-772-5650</p>	<p>Publications: Madison County Record, Madison Weekly Online</p>
--	---

<p>Ad ID: 607895 Run Dates: 08/07/2024 to 08/07/2024 Ad Class: 1 Columns wide: 1 Total # of Lines: 45 Account Rep: Susan Price Phone #: 256-382-7490 Email: SUSAN@TNVALLEYSTUFF.COM Total Cost: \$128.40 Paid Amount: \$0.00 Total Due: \$128.40</p>

Error Responsibility
 Please check your ad on the first day and if you find a mistake, call our office so that we can correct it immediately.

PUBLIC NOTICE

TAKE NOTICE that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act") to have **overgrown grass and weeds** that constitute a public nuisance in violation of Section 2 of the Act:

**Property: 100 Patra Drive
 Madison, AL 35758
 PPIN: 107261**

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information.
 08/07/24
 ADID 607895

Daily Newspapers

Decatur Daily
Times Daily

Community Newspapers

Advertiser-Gleam
TN Valley Stuff
Courier Journal
Hartselle Enquirer

Online

Reach 256

Madison Record
Moulton Advertiser
Redstone Rocket
Franklin County Times

Order any combination! Call today for details



Building Department – Code Enforcement Division

100 Hughes Rd

Madison, AL 35758

Ulises Acuna 256-772-5671

Onur Gunes 256-772-4379

Owner: Bradley JOHN W
100 PATRA DR
Madison AL 35758

Letter Date: 7/30/24



CASE #: 24-368

PPIN/PARCEL NO#: 107261

Property In Violation: 100 Patra Dr Madison AL

Dear Owner or Any Other Person Interested in the Above-Described Property:

Be advised that as the Enforcing Official under the City of Madison’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the “Act”), I have determined that there are **overgrown grass and weeds** on the above-referenced property (the “Property”) which constitute a public nuisance and a violation of Section 2 of the Act. In accordance with Section 3 of the Act, I am sending you this notice to order the immediate abatement of overgrown grass and weeds on the Property. (Should you wish to review the Act, a copy of it is available for your review in the City Clerk’s Office.)

You must abate the public nuisance within 14 days of this notice. **If you do not do so, then the City may enter upon the Property, abate the nuisance, and assess all associated costs as a lien against the Property and add those costs to the next regular tax bill for the Property.**

If you wish to appeal against this determination, then you may request a hearing before the City’s Administrative Official by delivering a written notice to me at the above address within 5 days after the date of this notice.

A hearing is currently scheduled for: August 14, 2024 at 1:00 p.m. in the Lower-Level Conference Room at City Hall, which is located at 100 Hughes Rd in Madison, Alabama. Even if you do not request a hearing, if you appear at such time, one will be held for you. You will have the right to present evidence and testimony at the hearing. Please be advised that the hearing will be open to the public and a record of the hearing will be kept as part of the City’s public records.

Please be advised that the City also reserves any other rights that it may have at law or in equity, including a civil lawsuit to abate the public nuisance. Of course, our sincere preference is that you act immediately to remedy the nuisance. If you have any questions, please give me a call or email codeforce@madisonal.gov.

Sincerely,
Ulises Acuna, Code Enforcement Officer

Cc: Dustin Riddle, Enforcing Official

PUBLIC NOTICE

TAKE NOTICE that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the “Act”) to have **overgrown grass and weeds** that constitute a public nuisance in violation of Section 2 of the Act:

Property: 100 Patra Drive Madison, AL 35758

PPIN: 107261

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information.

RESOLUTION NO. 2025-015-R

A RESOLUTION ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN ON CERTAIN PROPERTY IN THE CITY OF MADISON, ALABAMA, AS A RESULT OF THE CITY ABATING OVERGROWN GRASS AND WEEDS PURSUANT TO THE CITY’S LOCAL WEED ABATEMENT LAW

WHEREAS, the City of Madison, Alabama (the “City”) received numerous and persistent complaints about overgrown grass and weeds on the following described property, which constituted a public nuisance and a violation of Section 2 of the City’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135):

<u>Property Address</u>	<u>Parcel ID No.</u>
208 Concord Drive	41404

WHEREAS, the City abated the public nuisance at the City’s expense in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, the Enforcing Official prepared the Itemized Statements of Expenses attached hereto as “Exhibit A”; and

WHEREAS, the Enforcing Official gave notice of a public hearing to consider such Itemized Statements of Expenses in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, said public hearing was held by the Council; and

WHEREAS, it is now the desire of the Council to fix the costs that it finds were reasonably incurred in connection with the abatement of the public nuisance and assess the costs against the subject property as a weed lien.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA as follows:

Section 1. That the Council hereby assesses the following sum to be the costs reasonably incurred by the City in connection with the abatement of the public nuisance located on the property below, which shall constitute a weed lien on the subject property:

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
208 Concord Drive	41404	\$599.83

Section 2. That the City Clerk is authorized to file a certified copy of this resolution in the offices of the Revenue Commissioner for the appropriate county in which the property is located. Upon filing, the Revenue Commissioner shall add the amount of the weed lien to the ad valorem tax bill for the property and shall collect the amount as if it were a tax and remit the amount to the City.

READ, PASSED, AND ADOPTED this the 13th day of January 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 January 2025.

Paul Finley, Mayor
 City of Madison, Alabama

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
 MADISON COUNTY)

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 13th day of January, 2025.

Witness my hand and seal of office this ____ day of January 2025.

 Lisa D. Thomas, City Clerk-Treasurer



CITY OF MADISON - BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV

12/16/2024

Donald D & Diana M Harris
208 Concord Dr
Madison, AL 35758

Re: 208 Concord Dr
Parcel No. 41404

Via First Class Mail and Certified Mail No. 9489 0090 0027 6652 6194 43

Ladies and Gentlemen:

Please find enclosed a copy of the Itemized Statement of Expense associated with the City of Madison, Alabama (the "City" abating overgrown grass and weeds on the above-referenced property (the "Property" in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135)).

Please be advised that the City Council will hold a hearing on January 13, 2025 at 6:00 pm at the City Council meeting room at Madison Municipal Complex, which is located at 100 Hughes Rd in Madison, Alabama, to consider this Itemized Statement of Expense and the assessment of these costs against the Property. You will have the right to present objections thereto at the hearing.

If you have any questions, please give me a call at 256-464-8427.

Sincerely,

Kipp Richerzhagen
Enforcing Official



Itemized Statement of Expenses

12/16/2024

Re: **208 Concord Dr Madison, AL 35758**
Parcel No. 41404

The City of Madison, Alabama (the “City”) abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City’s expenses in connection therewith are as follows:

Cost of Labor	\$225.00
Value of Use of Equipment	N/A
Advertising Expenses	\$127.83
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
Total	\$599.83

Kipp Richerzhagen
Enforcing Official
Kipp Richerzhagen



INVOICE 26475

DATE	TERMS
11/11/24	Net 30
PO#	
SALES REP	
Shane Appleman	

BILL TO
Code Enforcement 100 Hughes Rd Madison, AL 35758

PROPERTY INFORMATION
Code Enforcement 100 Hughes Rd Madison, AL 35758

DESCRIPTION	PRICE
#6730 - 208 Concord Drive-Code Enforcement	\$225.00
Perform one time cut, Code Enforcement - Case # 24-520	

Completed Date - 11/9/2024

Sales Tax	\$0.00
Invoice Total	\$225.00
Payment/Credit Applied	(\$0.00)
INVOICE GRAND TOTAL	\$225.00

Thank you for the opportunity to be of service

PLEASE MAKE ALL CHECKS PAYABLE TO:
Alabama Lawn Masters
PO Box 1648
Huntsville, AL 35807

If you have any questions, please call 256-536-2116, or email
service@alabamalawnmasters.com

Your ad
Enlarged

Redstone Rocket/Madison County

-Proof-

<p>Date: 10/21/2024 Account #: AP276880 Company Name: CITY OF MADISON-CITY CL Contact: CITY CITY Address: 100 HUGHES RD City: MADISON State: AL Zip: 35758 Telephone: 256-772-5650</p>	<p>Publications: Madison County Record, Madison Weekly Online</p>
---	---

<p>Ad ID: 619680 Run Dates: 10/23/2024 to 10/23/2024 Ad Class: 1 Columns wide: 1 Total # of Lines: 45 Account Rep: Susan Price Phone #: 256-382-7490 Email: SUSAN@TNVALLEYSTUFF.COM Total Cost: \$127.83 Paid Amount: \$0.00 Total Due: \$127.83</p>
<p>Error Responsibility Please check your ad on the first day and if you find a mistake, call our office so that we can correct it immediately.</p>

PUBLIC NOTICE

TAKE NOTICE that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act") to have **overgrown grass and weeds** that constitute a public nuisance in violation of Section 2 of the Act:

**Property: 208 Concord Dr
 Madison, AL
 PPIN: 41404**

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information.
 10/23/24
 ADID 619680

Daily Newspapers

Decatur Daily
Times Daily

Community Newspapers

Advertiser-Gleam
TN Valley Stuff
Courier Journal
Hartselle Enquirer

Online

Reach 256

Madison Record
Moulton Advertiser
Redstone Rocket
Franklin County Times

Order any combination! Call today for details

PUBLIC NOTICE

TAKE NOTICE that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the “Act”) to have **overgrown grass and weeds** that constitute a public nuisance in violation of Section 2 of the Act:

Property: 208 Concord Dr Madison, AL
PPIN: 41404

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information.



Building Department – Code Enforcement Division
100 Hughes Rd
Madison, AL 35758
Ulises Acuna 256-772-5671
r Gunes 256-772-4379

HARRIS, DONALD D & DIANA M
208 CONCORD DR
MADISON, AL 35758

Letter Date: 10/18/24



CASE #: 24-520 PPIN/PARCEL NO#: 41404

Property In Violation: 208 Concord Dr Madison AL

Dear Owner or Any Other Person Interested in the Above-Described Property:

Be advised that as the Enforcing Official under the City of Madison’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the “Act”), I have determined that there are **overgrown grass and weeds** on the above-referenced property (the “Property”) which constitute a public nuisance and a violation of Section 2 of the Act. In accordance with Section 3 of the Act, I am sending you this notice to order the immediate abatement of overgrown grass and weeds on the Property. (Should you wish to review the Act, a copy of it is available for your review in the City Clerk's Office.)

You must abate the public nuisance within **14** days of this notice. **If you do not do so, then the City may enter upon the Property, abate the nuisance, and assess all associated costs as a lien against the Property and add those costs to the next regular tax bill for the Property.**

If you wish to appeal against this determination, then you may request a hearing before the City’s Administrative Official by delivering a written notice to me at the above address within 5 days after the date of this notice.

A hearing is currently scheduled for: November 6, 2024 at 1:00 p.m. in the Lower-Level Conference Room at City Hall, which is located at 100 Hughes Rd in Madison, Alabama. Even if you do not request a hearing, if you appear at such time, one will be held for you. You will have the right to present evidence and testimony at the hearing. Please be advised that the hearing will be open to the public and a record of the hearing will be kept as part of the City’s public records.

Please be advised that the City also reserves any other rights that it may have at law or in equity, including a civil lawsuit to abate the public nuisance. Of course, our sincere preference is that you act immediately to remedy the nuisance. If you have any questions, please give me a call or email codeforce@madisonal.gov.

Sincerely,
Ulises Acuna, Code Enforcement Officer

Cc: Dustin Riddle, Enforcing Official

RESOLUTION NO. 2025-016-R

A RESOLUTION ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN ON CERTAIN PROPERTY IN THE CITY OF MADISON, ALABAMA, AS A RESULT OF THE CITY ABATING OVERGROWN GRASS AND WEEDS PURSUANT TO THE CITY’S LOCAL WEED ABATEMENT LAW

WHEREAS, the City of Madison, Alabama (the “City”) received numerous and persistent complaints about overgrown grass and weeds on the following described property, which constituted a public nuisance and a violation of Section 2 of the City’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135):

<u>Property Address</u>	<u>Parcel ID No.</u>
22 Stone St	43541

WHEREAS, the City abated the public nuisance at the City’s expense in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, the Enforcing Official prepared the Itemized Statements of Expenses attached hereto as “Exhibit A”; and

WHEREAS, the Enforcing Official gave notice of a public hearing to consider such Itemized Statements of Expenses in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, said public hearing was held by the Council; and

WHEREAS, it is now the desire of the Council to fix the costs that it finds were reasonably incurred in connection with the abatement of the public nuisance and assess the costs against the subject property as a weed lien.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA as follows:

Section 1. That the Council hereby assesses the following sum to be the costs reasonably incurred by the City in connection with the abatement of the public nuisance located on the property below, which shall constitute a weed lien on the subject property:

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
22 Stone St	43541	\$447.00

Section 2. That the City Clerk is authorized to file a certified copy of this resolution in the offices of the Revenue Commissioner for the appropriate county in which the property is located. Upon filing, the Revenue Commissioner shall add the amount of the weed lien to the ad valorem tax bill for the property and shall collect the amount as if it were a tax and remit the amount to the City.

READ, PASSED, AND ADOPTED this the 13th day of January 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 January 2025.

Paul Finley, Mayor
 City of Madison, Alabama

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
 MADISON COUNTY)

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 13th day of January, 2025.

Witness my hand and seal of office this ___ day of January 2025.

 Lisa D. Thomas, City Clerk-Treasurer



CITY OF MADISON - BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV

12/16/2024

ALTUBUH MAZEN RASHAD
603 MURRAY RD NW
HUNTSVILLE, AL 35811-1242

Re: 22 STONE STREET MADISON, AL
Parcel No. 43541

Via First Class Mail and Certified Mail No. 9489 0090 0027 6652 6194 50

Ladies and Gentlemen:

Please find enclosed a copy of the Itemized Statement of Expense associated with the City of Madison, Alabama (the "City" abating overgrown grass and weeds on the above-referenced property (the "Property" in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135).

Please be advised that the City Council will hold a hearing on JANUARY 13, 2025 at 6:00 pm at the City Council meeting room at Madison Municipal Complex, which is located at 100 Hughes Rd in Madison, Alabama, to consider this Itemized Statement of Expense and the assessment of these costs against the Property. You will have the right to present objections thereto at the hearing.

If you have any questions, please give me a call at 256-464-8427

Sincerely,

Kipp Richerzhagen
Enforcing Official

CITY OF MADISON-BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV



Itemized Statement of Expenses

December 16, 2024

Re: **22 Stone St Madison, AL 35758**
Parcel No. **43541**

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$200.00
Value of Use of Equipment	N/A
Advertising Expenses	
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
Total	\$447.00

Kipp Richerzhagen
Enforcing Official



Building Department - Code Enforcement Division
100 Hughes Rd
Madison, AL 35758
256-772-5644

September 18 2024

ALTUBUH MAZEN RASHAD
603 MURRAY RD NW
HUNTSVILLE, AL 35811-1242

PPIN #: 43541
Case #: 2024-00000492
Cited: September 18 2024

Your property located at 22 STONE ST has been found to be out of compliance with the ordinance(s) listed below. The Ordinances of the City of Madison can be enforced through a citation, fines, or court action.

Table with 2 columns: Violation Desc, Code Violated. Rows include Grass and Weeds and Window Glazing with corresponding code references.

Comments: 1. Have all grass & weeds cut and maintained. (REPEAT) 2. Have all broken windows repaired / replaced.

Please take the necessary actions to abate this problem within ten (10) days or this case could be forwarded to the Madison Municipal Court. Cooperative compliance is our objective. If you are no longer the owner of this property, or, if you have any questions, please contact the Code Enforcement office at (256) 772-5644.

Signed: [Signature]
Ulises Acuna, Code Enforcement Officer

cc: Madison City Attorney



INVOICE 25293

DATE	TERMS
10/10/24	Net 30
PO#	
SALES REP	
Shane Appleman	

BILL TO
Code Enforcement 100 Hughes Rd Madison, AL 35758

PROPERTY INFORMATION
Code Enforcement 100 Hughes Rd Madison, AL 35758

DESCRIPTION	PRICE
#6513 - Code Enforcement-22 Stone Street	\$200.00
Perform one time mow - Code Enforcement	

Alabama Lawn Masters will call for public Utility line location prior to digging, but we can not be responsible for damage to unmarked underground utilities (water, cable, electrical, irrigation ect.).

Alabama Lawn Masters warranties plant materials for up to 1 year from the time it is planted only if the plants are watered by working irrigation system.

Completed Date - 10/4/2024

Sales Tax	\$0.00
Invoice Total	\$200.00
Payment/Credit Applied	(\$0.00)
INVOICE GRAND TOTAL	\$200.00

Thank you for the opportunity to be of service

If you have any questions, please call 256-536-2116, or email service@alabamalawnmasters.com

PLEASE MAKE ALL CHECKS PAYABLE TO:
Alabama Lawn Masters
PO Box 1648
Huntsville, AL 35807

If you have any questions, please call 256-536-2116, or email service@alabamalawnmasters.com

RESOLUTION NO. 2025-017-R

A RESOLUTION ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN ON CERTAIN PROPERTY IN THE CITY OF MADISON, ALABAMA, AS A RESULT OF THE CITY ABATING OVERGROWN GRASS AND WEEDS PURSUANT TO THE CITY’S LOCAL WEED ABATEMENT LAW

WHEREAS, the City of Madison, Alabama (the “City”) received numerous and persistent complaints about overgrown grass and weeds on the following described property, which constituted a public nuisance and a violation of Section 2 of the City’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135):

<u>Property Address</u>	<u>Parcel ID No.</u>
3721 Sullivan St	147769

WHEREAS, the City abated the public nuisance at the City’s expense in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, the Enforcing Official prepared the Itemized Statements of Expenses attached hereto as “Exhibit A”; and

WHEREAS, the Enforcing Official gave notice of a public hearing to consider such Itemized Statements of Expenses in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, said public hearing was held by the Council; and

WHEREAS, it is now the desire of the Council to fix the costs that it finds were reasonably incurred in connection with the abatement of the public nuisance and assess the costs against the subject property as a weed lien.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA as follows:

Section 1. That the Council hereby assesses the following sum to be the costs reasonably incurred by the City in connection with the abatement of the public nuisance located on the property below, which shall constitute a weed lien on the subject property:

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
3721 Sullivan St	147769	\$674.83

Section 2. That the City Clerk is authorized to file a certified copy of this resolution in the offices of the Revenue Commissioner for the appropriate county in which the property is located. Upon filing, the Revenue Commissioner shall add the amount of the weed lien to the ad valorem tax bill for the property and shall collect the amount as if it were a tax and remit the amount to the City.

READ, PASSED, AND ADOPTED this the 13th day of January 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 January 2025.

Paul Finley, Mayor
 City of Madison, Alabama

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
 MADISON COUNTY)

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 13th day of January, 2025.

Witness my hand and seal of office this ____ day of January 2025.

 Lisa D. Thomas, City Clerk-Treasurer



CITY OF MADISON - BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV

12/16/2024

CKNEWCO LLC
PO Box 52085
Phoenix, AZ 85072-2085

Re: 3721 Sullivan St Madison, AL 35758
Parcel No. 147769

Via First Class Mail and Certified Mail No. 9489 0090 0027 6652 6194 36

Ladies and Gentlemen:

Please find enclosed a copy of the Itemized Statement of Expense associated with the City of Madison, Alabama (the "City" abating overgrown grass and weeds on the above-referenced property (the "Property" in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135)).

Please be advised that the City Council will hold a hearing on JANUARY 13, 2025 at 6:00 pm at the City Council meeting room at Madison Municipal Complex, which is located at 100 Hughes Rd in Madison, Alabama, to consider this Itemized Statement of Expense and the assessment of these costs against the Property. You will have the right to present objections thereto at the hearing.

If you have any questions, please give me a call at 256-464-8427.

Sincerely,

Kipp Richerzhagen
Enforcing Official

CITY OF MADISON-BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV



Itemized Statement of Expenses

12/16/2024

Re: **3721 Sullivan St Madison, AL**
Parcel No. 147769

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$300.00
Value of Use of Equipment	N/A
Advertising Expenses	\$127.83
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
Total	\$674.83

Kipp Richerzhagen
Enforcing Official



INVOICE 23430

DATE	TERMS
08/26/24	Net 30
PO#	
SALES REP	
Shane Appleman	

BILL TO
Code Enforcement 100 Hughes Rd Madison, AL 35758

PROPERTY INFORMATION
Code Enforcement 100 Hughes Rd Madison, AL 35758

DESCRIPTION	PRICE
#6250 - One Time Mow-3721 Sullivan St	\$300.00
One Time Mow - Code Enforcement	

Alabama Lawn Masters will call for public Utility line location prior to digging, but we can not be responsible for damage to unmarked underground utilities (water, cable, electrical, irrigation ect.).

Alabama Lawn Masters warranties plant materials for up to 1 year from the time it is planted only if the plants are watered by working irrigation system.

Completed Date - 8/24/2024

Sales Tax	\$0.00
Invoice Total	\$300.00
Payment/Credit Applied	(\$0.00)
INVOICE GRAND TOTAL	\$300.00

Thank you for the opportunity to be of service

If you have any questions, please call 256-536-2116, or email service@alabamalawnmasters.com

PLEASE MAKE ALL CHECKS PAYABLE TO:
Alabama Lawn Masters
PO Box 1648
Huntsville, AL 35807

If you have any questions, please call 256-536-2116, or email service@alabamalawnmasters.com

PUBLIC NOTICE

AFFIDAVIT OF PUBLICATION

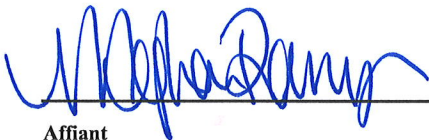
STATE OF ALABAMA
AND COUNTY OF MADISON

CITY OF MADISON-CITY CL
100 HUGHES RD
MADISON, AL 35758

Madison County Record

Before me, a notary public in and for the county and state above listed, personally appeared the undersigned affiant, known to me to be a duly authorized representative of the Madison County Record. The newspaper published the attached legal notice(s) in the issue(s) referenced below, by the Newspaper for said publications does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notice(s), whereby any advantage, gain or profit accrued to said officer or attorney



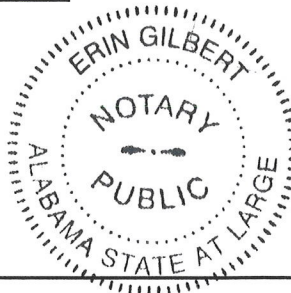
Affiant

PUBLISHED ON: 08/14/24
TOTAL COST: \$ 127.83
AD SPACE: 40 LINES
FILED ON: 08/14/2024

Sworn to or affirmed before me on: 8/14/2024



Notary Public, State at Large, My Commission expires:



MY COMMISSION EXPIRES 11-27-27

Ad ID 608718

TAKE NOTICE that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act") to have **overgrown grass and weeds** that constitute a public nuisance in violation of Section 2 of the Act:

**Property: 3721 Sullivan St
Madison, AL
PPIN: 147769**

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information.
08/14/24
ADID 608718



Building Department – Code Enforcement Division
100 Hughes Rd
Madison, AL 35758
Ulises Acuna 256-772-5671
Onur Gunes 256-772-4379

Owner: CKNEWCO LLC
PO BOX 52085
PHOENIX, AZ 85072-2085

Letter Date: 8/5/24



CASE #: 2024-352

PPIN/PARCEL NO#: 147769

Property In Violation: 3721 Sullivan Street

Dear Owner or Any Other Person Interested in the Above-Described Property:

Be advised that as the Enforcing Official under the City of Madison’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the “Act”), I have determined that there are **overgrown grass and weeds** on the above-referenced property (the “Property”) which constitute a public nuisance and a violation of Section 2 of the Act. In accordance with Section 3 of the Act, I am sending you this notice to order the immediate abatement of overgrown grass and weeds on the Property. *(Should you wish to review the Act, a copy of it is available for your review in the City Clerk's Office.)*

You must abate the public nuisance within 14 days of this notice. **If you do not do so, then the City may enter upon the Property, abate the nuisance, and assess all associated costs as a lien against the Property and add those costs to the next regular tax bill for the Property.**

If you wish to appeal against this determination, then you may request a hearing before the City’s Administrative Official by delivering a written notice to me at the above address within 5 days after the date of this notice.

A hearing is currently scheduled for: August 21, 2024 at 1:00 p.m. in the Lower-Level Conference Room at City Hall, which is located at 100 Hughes Rd in Madison, Alabama. Even if you do not request a hearing, if you appear at such time, one will be held for you. You will have the right to present evidence and testimony at the hearing. Please be advised that the hearing will be open to the public and a record of the hearing will be kept as part of the City’s public records.

Please be advised that the City also reserves any other rights that it may have at law or in equity, including a civil lawsuit to abate the public nuisance. Of course, our sincere preference is that you act immediately to remedy the nuisance. If you have any questions, please give me a call or email codeforce@madisonal.gov.

Sincerely,

, Code Enforcement Officer

Cc: Dustin Riddle, Enforcing Official

Your ad
Enlarged

Redstone Rocket/Madison County

-Proof-

<p>Date: 8/6/2024 Account #: AP276880 Company Name: CITY OF MADISON-CITY CL Contact: CITY CITY Address: 100 HUGHES RD City: MADISON State: AL Zip: 35758 Telephone: 256-772-5650</p>	<p>Publications: Madison County Record, Madison Weekly Online</p>
---	---

<p>Ad ID: 608718 Run Dates: 08/14/2024 to 08/14/2024 Ad Class: 1 Columns wide: 1 Total # of Lines: 45 Account Rep: Susan Price Phone #: 256-382-7490 Email: SUSAN@TNVALLEYSTUFF.COM Total Cost: \$127.83 Paid Amount: \$0.00 Total Due: \$127.83</p>

Error Responsibility
 Please check your ad on the first day and if you find a mistake, call our office so that we can correct it immediately.

PUBLIC NOTICE

TAKE NOTICE that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act") to have **overgrown grass and weeds** that constitute a public nuisance in violation of Section 2 of the Act:

**Property: 3721 Sullivan St
 Madison, AL
 PPIN: 147769**

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information.
 08/14/24
 ADID 608718

Daily Newspapers

Decatur Daily
Times Daily

Community Newspapers

Advertiser-Gleam
TN Valley Stuff
Courier Journal
Hartselle Enquirer

Online

Reach 256

Madison Record
Moulton Advertiser
Redstone Rocket
Franklin County Times

Order any combination! Call today for details

PUBLIC NOTICE

TAKE NOTICE that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act") to have **overgrown grass and weeds** that constitute a public nuisance in violation of Section 2 of the Act:

Property: 3721 Sullivan St Madison, AL
PPIN: 147769

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information.

RESOLUTION NO. 2025-018-R

A RESOLUTION ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN ON CERTAIN PROPERTY IN THE CITY OF MADISON, ALABAMA, AS A RESULT OF THE CITY ABATING OVERGROWN GRASS AND WEEDS PURSUANT TO THE CITY’S LOCAL WEED ABATEMENT LAW

WHEREAS, the City of Madison, Alabama (the “City”) received numerous and persistent complaints about overgrown grass and weeds on the following described property, which constituted a public nuisance and a violation of Section 2 of the City’s Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135):

<u>Property Address</u>	<u>Parcel ID No.</u>
129 AUTUMN HAVEN LN	511128

WHEREAS, the City abated the public nuisance at the City’s expense in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, the Enforcing Official prepared the Itemized Statements of Expenses attached hereto as “Exhibit A”; and

WHEREAS, the Enforcing Official gave notice of a public hearing to consider such Itemized Statements of Expenses in accordance with the City’s Local Weed Abatement Act; and

WHEREAS, said public hearing was held by the Council; and

WHEREAS, it is now the desire of the Council to fix the costs that it finds were reasonably incurred in connection with the abatement of the public nuisance and assess the costs against the subject property as a weed lien.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA as follows:

Section 1. That the Council hereby assesses the following sum to be the costs reasonably incurred by the City in connection with the abatement of the public nuisance located on the property below, which shall constitute a weed lien on the subject property:

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
129 AUTUMN HAVEN LN	511128	\$447.00

Section 2. That the City Clerk is authorized to file a certified copy of this resolution in the offices of the Revenue Commissioner for the appropriate county in which the property is located. Upon filing, the Revenue Commissioner shall add the amount of the weed lien to the ad valorem tax bill for the property and shall collect the amount as if it were a tax and remit the amount to the City.

READ, PASSED, AND ADOPTED this the 13th day of January 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 January, 2025.

Paul Finley, Mayor
City of Madison, Alabama

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
MADISON COUNTY)

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 13th day of January 2025.

Witness my hand and seal of office this ____ day of January 2025.

Lisa D. Thomas, City Clerk-Treasurer



CITY OF MADISON - BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV

12/17/2024

YOUSSEF MOUSTAFA
129 AUTUMN HAVEN LN
MADISON, AL 35759-9208

Re: 129 AUTUMN HAVEN LN
Parcel No.511128

Via First Class Mail and Certified Mail No. 9489 0090 0027 6652 6194 29

Ladies and Gentlemen:

Please find enclosed a copy of the Itemized Statement of Expense associated with the City of Madison, Alabama (the "City" abating overgrown grass and weeds on the above-referenced property (the "Property" in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135).

Please be advised that the City Council will hold a hearing on JANUARY 13, 2025 at 6:00 pm at the City Council meeting room at Madison Municipal Complex, which is located at 100 Hughes Rd in Madison, Alabama, to consider this Itemized Statement of Expense and the assessment of these costs against the Property. You will have the right to present objections thereto at the hearing.

If you have any questions, please give me a call at 256-464-8427.

Signed: _____

Kipp Richerzhagen, Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION
100 HUGHES RD
MADISON, AL 35758
WWW.MADISONAL.GOV

Itemized Statement of Expenses

12/17/2024

Re: **129 AUTUMN HAVEN LN**
Parcel No. 511128

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$200.00
Value of Use of Equipment	N/A
Advertising Expenses	\$0.00
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
Total	\$447.00

Signed: 
Kipp Richerzhagen
Enforcing Official



INVOICE 25604

DATE	TERMS
10/28/24	Net 30
PO#	
SALES REP	
Shane Appleman	

BILL TO
Code Enforcement 100 Hughes Rd Madison, AL 35758

PROPERTY INFORMATION
Code Enforcement 100 Hughes Rd Madison, AL 35758

DESCRIPTION	PRICE
#6624 - 129 Autumn Haven Lane-One Time Cut	\$200.00
Perform one time cut - Code Enforcement, Case # 24-528	

Alabama Lawn Masters will call for public Utility line location prior to digging, but we can not be responsible for damage to unmarked underground utilities (water, cable, electrical, irrigation ect.).

Alabama Lawn Masters warranties plant materials for up to 1 year from the time it is planted only if the plants are watered by working irrigation system.

Completed Date - 10/24/2024

Sales Tax	\$0.00
Invoice Total	\$200.00
Payment/Credit Applied	(\$0.00)
INVOICE GRAND TOTAL	\$200.00

Thank you for the opportunity to be of service

If you have any questions, please call 256-536-2116, or email service@alabamalawnmasters.com

PLEASE MAKE ALL CHECKS PAYABLE TO:
Alabama Lawn Masters
PO Box 1648
Huntsville, AL 35807

REPEAT VIOLATOR

9489 0090 0027 6388 4738 38



**Building Department - Code Enforcement Division
100 Hughes Rd
Madison, AL 35758
256-772-5644**

October 09 2024

**YOUSSEF MOUSTAFA
129 AUTUMN HAVEN LN
MADISON, AL 35758-9208**

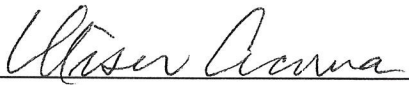
**PPIN #: 511128
Case #: 2024-00000528
Cited: October 09 2024**

Your property located at **129 AUTUMN HAVEN LN** has been found to be out of compliance with the ordinance(s) listed below. The Ordinances of the City of Madison can be enforced through a citation, fines, or court action.

Violation Desc	Code Violated
Grass and Weeds	Sec. 22-65 Code of Ordinances. Sec. 302.4 Property Maintenance Code. Prohibits grass and weeds in excess of 12 inches. Weeds shall be defined as all grasses, annual plants and vegetation other than trees or shrubs.
Public Nuisances	Sec. 22-94 Code of Ordinances. Defines and prohibits public nuisances

Comments: Have all grass & weeds cut and maintained.

Please take the necessary actions to abate this problem within ten (10) days or this case will be forwarded to our contractor to abate. Cooperative compliance is our objective. If you are no longer the owner of this property, or, if you have any questions, please contact the Code Enforcement office at (256) 772-5644.

Signed: 
Ulises Acuna, Code Enforcement Officer

cc: Madison City Attorney

ORDINANCE NO. 2024-392

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

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

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

145 FIRESTONE DRIVE

All that part of the Northwest 1/ 4 of the Northeast 1/ 4 of Section 27, Township 3 South, Range 2 West, and being part of Lot 1, Block 1, according to the recorded plat of Hughes Hills, a resubdivision of Tracts 15 through 21, inclusive of John A. Hughes and Frank Cliff lands, Madison County, Alabama, as recorded in Plat Book 1, Page 294 in the Office of the Judge of Probate of Madison County, Alabama, more particularly described as commencing at a 5/8 inch rebar found at the Northwest corner of said Lot 1, Block 1, on the south right-of-way margin of U.S. Highway No.72; thence South 02°18'57" East along the west boundary line of said Lot 1 for a distance of 400.00 feet to a 1/2 inch rebar set at the point of beginning; thence from the point of beginning North 88°15'41" East 157.09 feet to a 1/2 inch rebar set on the east boundary line of said Lot 1; thence along the east boundary line of Lot 1, South 02°39'54" East 3.19 feet to a 1/2 inch iron pipe found; thence South 02°55'41" East 215.67 feet to a 1/2 inch rebar set at the southeast corner of said Lot 1 on the north right-of-way margin of Firestone Drive; thence along said north margin, North 89°02'22" West 163.04 feet to a 5/8 inch rebar found at the southwest corner of said Lot 1; thence North 01°23'47" West 209.93 feet to a 5/8 inch rebar found; thence North 02°18'57" West 1.21 feet to the point of beginning.

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 13th day of January, 2025.

Ordinance No. 2024-392

Page 1 of 2

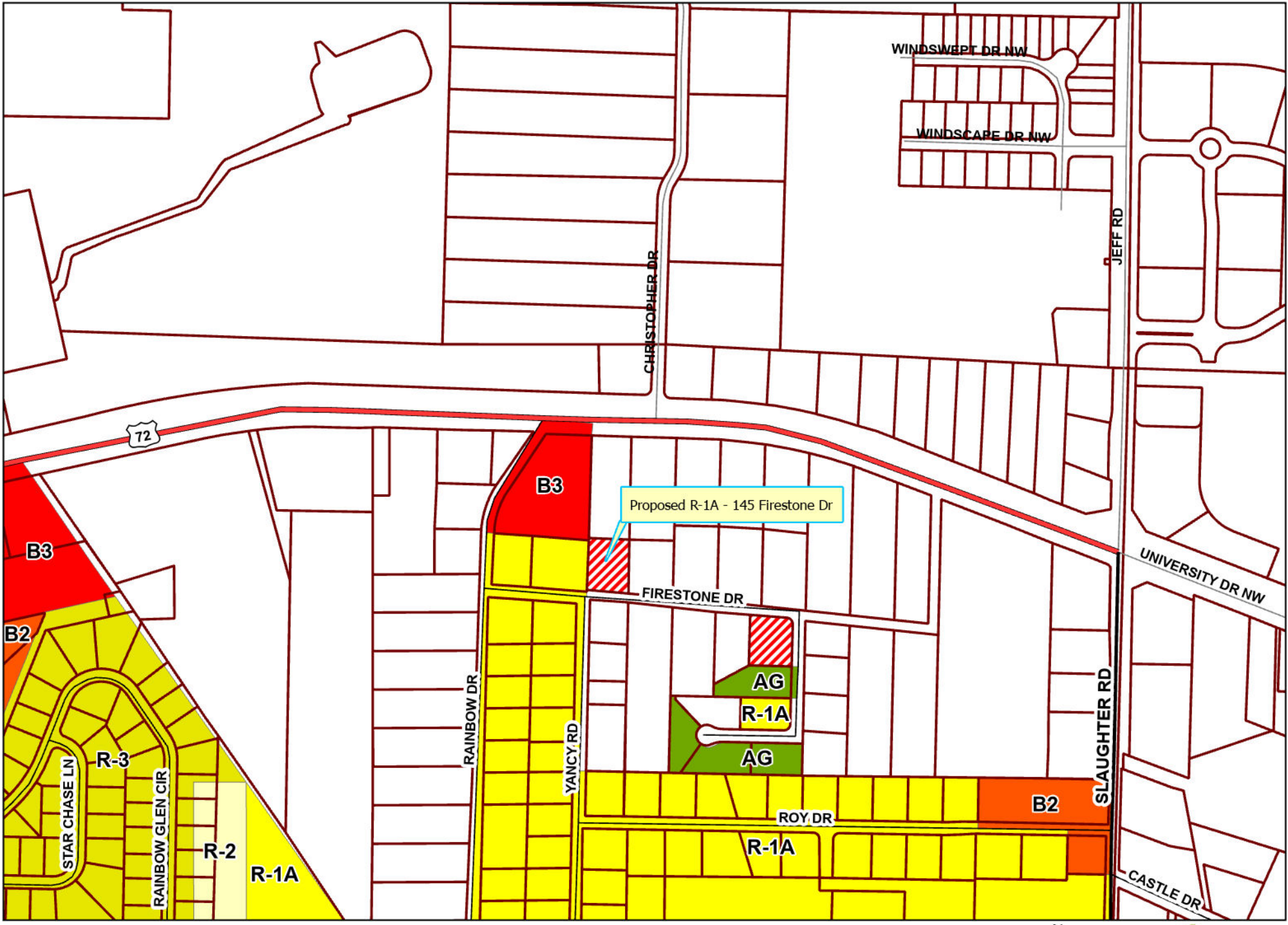
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of _____, 2025.

Paul Finley, Mayor
City of Madison, Alabama



72

B3

Proposed R-1A - 145 Firestone Dr

B3

B2

FIRESTONE DR

AG

R-1A

AG

UNIVERSITY DR NW

SLAUGHTER RD

STAR CHASE LN

RAINBOW GLEN CIR

R-3

R-2

R-1A

RAINBOW DR

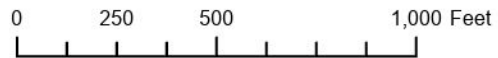
YANCY RD

ROY DR

B2

R-1A

CASTLE DR



Proposed R-1A - 145 Firestone Dr



ORDINANCE NO. 2024-394

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

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

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

**174 FIRESTONE DRIVE
LOT 2 GRIFFIN SUBDIVISION 2ND ADDITION A PART OF LOTS 4 & 5 BLOCK 2
HUGHES HILLS RESUBDIVISION OF TRACT 15-21 INCLUSIVE OF JOHN A HUGHES &
FRANK CLIFT LANDS PLAT BOOK 18 PAGE 90**

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 13th day of January, 2025.

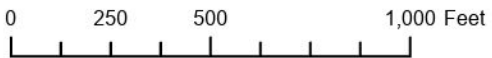
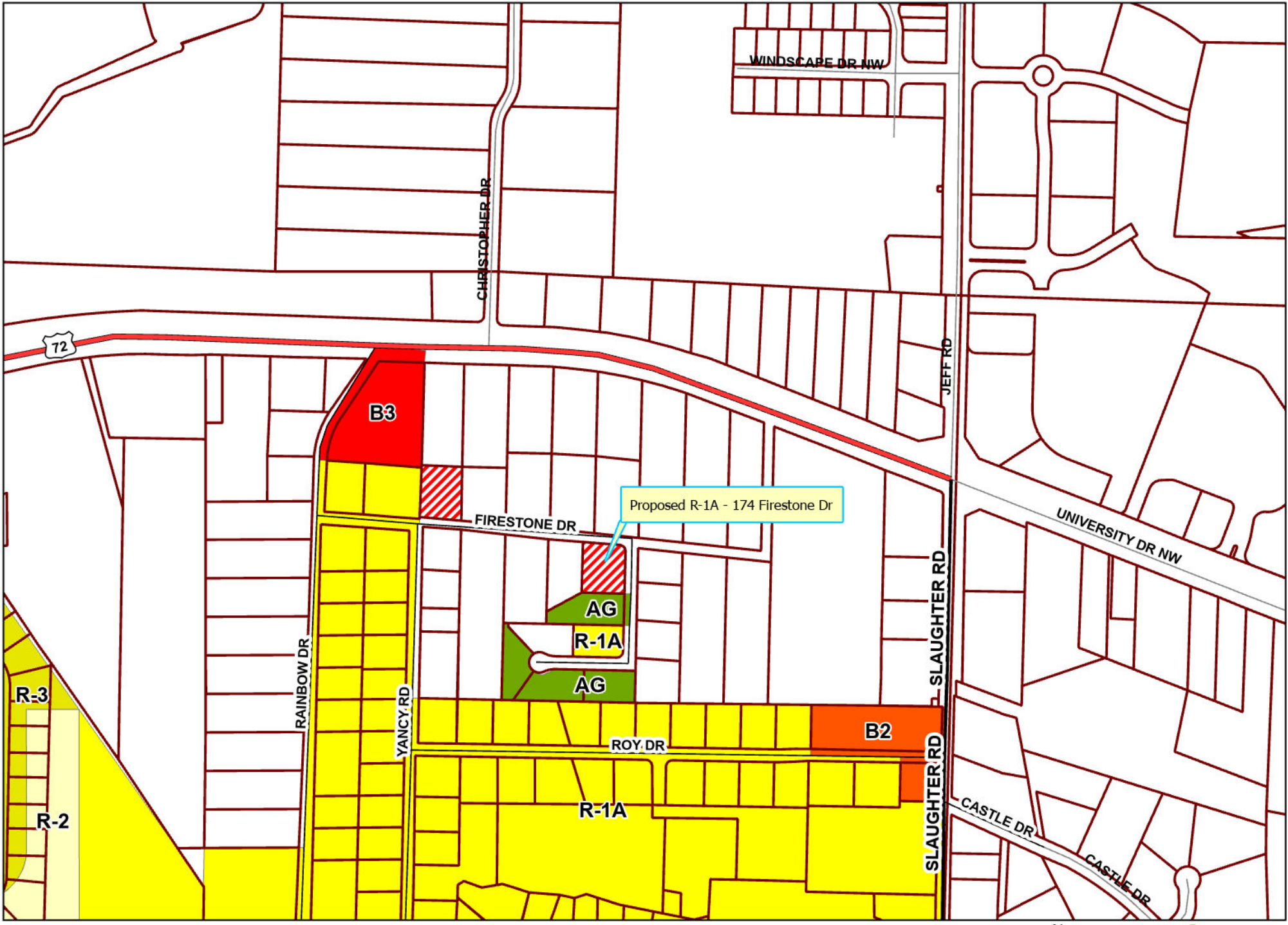
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of _____, 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed R-1A - 174 Firestone Dr



RESOLUTION NO. 2025-020-R

**A RESOLUTION APPROVING AN ON-PREMISES BEER AND WINE LICENSE FOR
TED'S MADISON, LLC, D/B/A TED'S BAR-B-Q**

WHEREAS, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of this governing body of the City of Madison, Alabama, prior to issuing an on-premises beer and wine license to **Ted's Madison, LLC**, doing business as **Ted's Bar-B-Q**, which has applied for said license for its location at 8780 Madison Boulevard, Madison, AL, 35758; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC on-premises beer and wine license to **Ted's Madison, LLC**, for its 8780 Madison Boulevard, Madison, AL, 35758 location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC's grant of the license, the Revenue Director is authorized to issue a City on-premises beer and wine license to **Ted's Madison, LLC**, doing business as **Ted's Bar-B-Q**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of January 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 January 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: January 6, 2025

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Ted's Madison LLC
DBA: Ted's Bar-B-Q
On-Premises Beer and Wine License

Please find attached a copy of the checklist for Ted's Madison LLC., doing business as Ted's Bar-B-Q regarding their application for an On-Premises Beer and Wine License for their location at 8780 Madison Boulevard Madison, AL 35758.

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: Ted's Madison LLC

Business Name: Ted's Bar-B-Q

Business Location: 8780 Madison Boulevard

Mailing Address: 8780 Madison Boulevard

Phone: _____

APPLICATION FEE:

Date Paid: 12/6/2024 Amount: \$ 100.00 Receipt #: 9450

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 12/12/24

Background Check: Approved Disapproved

Check Completed By: Terrell Cook Title Asst

Date Completed: 1/7/25

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 12/12/24

Inspection: Approved Disapproved

Inspection Completed By: Dawn Wright Title DBO

Date Completed: 12/16/24

FIRE DEPARTMENT APPROVAL:

Letter Sent: [Signature] 12/12/24

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 12/16/24

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 12/12/24

Date Placed: 12/20/24 Newspaper: Madison

Publication Fee Paid: 184

Date Paid: 12/6/2024 Receipt #: 9451

Date of Public Hearing: 1/13/2025

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

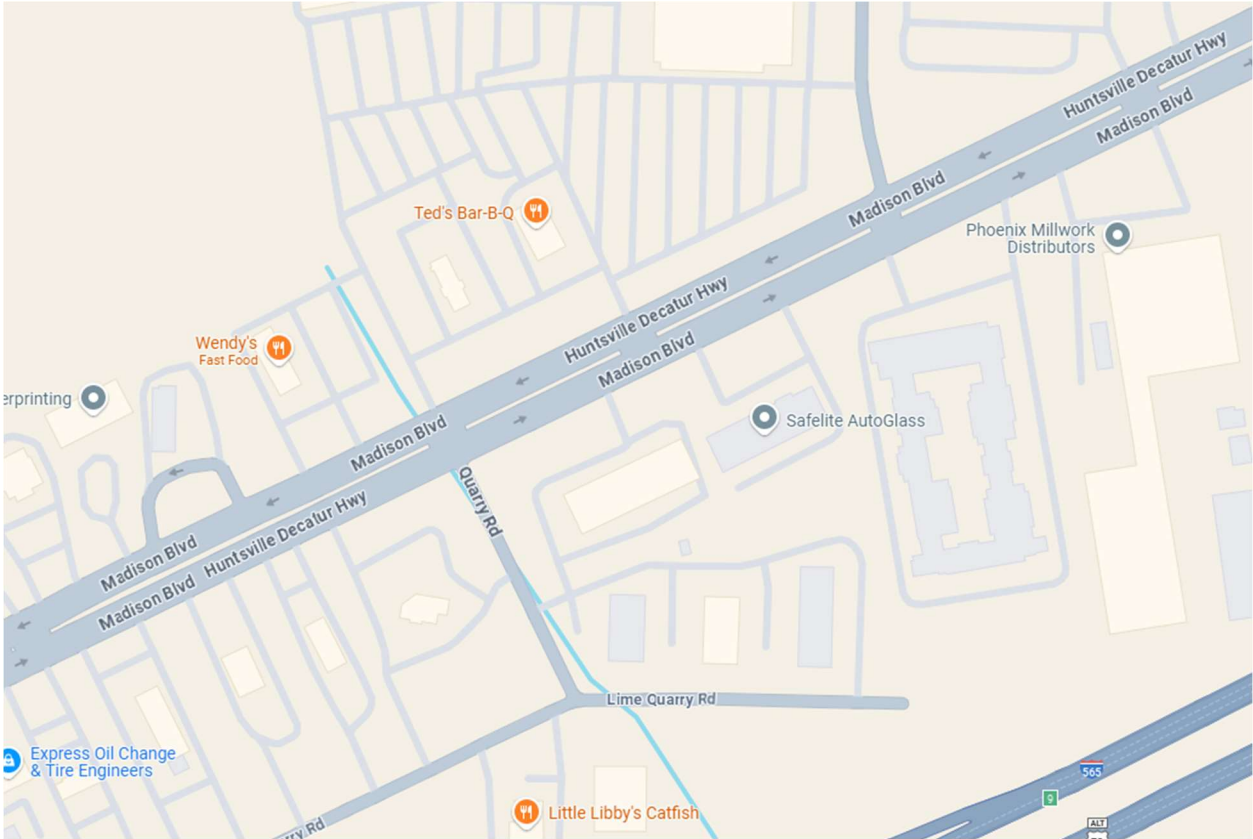
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2025-022-R

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND
MAINTENANCE THE SUBDIVISION IMPROVEMENTS FOR
BRADFORD STATION, 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 January 13, 2025, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for Bradford Station, Phase 3, as recorded in the Madison County Probate Office in Plat Book 2024, Pages 167-168.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of January 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 January 2025.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: Bradford Station Phase 3

Principal: Lennar Homes of Alabama, LLC

Bond No: _____ Amount: \$168,706.48 LOC _____ Cash X

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 2 day of January, 2025.

[Signature]
WITNESS

PRINCIPAL

By: [Signature]
Its: V.P. OF OPERATIONS

APPROVED

[Signature]
City Engineer

1/3/2025
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

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: Bradford Station Phase 3

Plat Book: 2024 Page: 167-168 or Document # _____

Probate Records of Madison County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance programs of the City of Madison and its Water and Wastewater Board. Applicant hereby dedicates the water and sanitary sewer system of said subdivision to the Water and Wastewater Board of the City of Madison, 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 City of Madison and its Water and Wastewater Board.

Date: 4/29/2024

Developer: Lennar Homes of Alabama, LLC

Address: 2101 W. Clinton Avenue, Suite 202, Huntsville, Alabama 35805

By: 

ENGINEERING CERTIFICATION

This is to certify that the sanitary sewer and water systems, 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 and its Water and Wastewater 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 representatives of the City of Madison and its Water and Wastewater Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board and the City.

Date: 4/29/2024

Consulting Engineers: Mullins, LLC

Address: 2101 W. Clinton Avenue, Suite 503, Huntsville, Alabama 35805

By: 




CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
SUBDIVISION ACCEPTANCE FORM

Subdivision: Bradford Station Phase 3

Plat Book: _____ Page: _____ or Document # _____

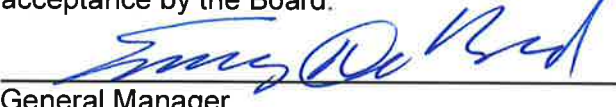
Probate Records of Madison County, Alabama

The water and sanitary sewer systems of the above-referenced subdivision have 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 water and sanitary sewer systems 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 6th day of May, 2024, dedicated water and sanitary sewer systems 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

Subdivision improvements in the above-referenced subdivision (other than water and sanitary sewer systems 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 water and sanitary sewer systems accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.



Director of Planning Engineering

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

ORDINANCE NO. 2025-023

AN ORDINANCE AMENDING SECTION 32- 131 OF THE MADISON CITY CODE ENTITLED “PARKING IN CONFORMITY WITH ESTABLISHED REGULATIONS”

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

Section 1. That Section 32-131 entitled “Parking in conformity with established regulations” of the *Code of Ordinances, City of Madison, Alabama* is hereby amended to insert an additional line item in alphabetical order within the table of subsection (b) to restrict parking on Lifeway Street.

Section 2. That Section 32-131 of the Madison City Code under the subsection entitled “Parking in Conformity with Established Regulations” is hereby amended to include:

Street Name	Where Parking Restricted	When Parking Restricted
Lifeway Street	Eastbound from the corner of Sullivan Street approximately 360 feet to end of the median taper	anytime

Section 3. That each and every provision of this Ordinance is hereby declared to be an independent provision, and the holding of any provision hereof to be void or invalid for any reason shall not affect any other provision hereof.

Section 4. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 5. This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 27th day of January 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 January 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-021-R**AWARDING CONTRACT FOR DUMPSTER SERVICES TO
WASTE AWAY GROUP, INC. D/B/A WM PURSUANT TO BID.
NO. 2024-014-ITB**

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 dumpster services for City Facilities (hereinafter, cumulatively, "Project"); 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 January 8, 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 **Waste Away Group, Inc., d/b/a WM** has submitted a Bid for the Project, and is the lowest responsible and responsive Bidder meeting the specifications of the Project and other contractual requirements as set forth in the Invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent as well as confirmation by City of the Bid's satisfactory compliance with all requirements set forth in the bid specifications and the Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **WM** on behalf of the City; and

WHEREAS, the City Council finds that it is in the best interests of the City to award the bid for dumpster services as specified in Bid #2024-014-ITB to **WM**, for the services and at the amounts set forth in the attached Bid Tabulation such award to be made according to the terms and conditions set forth in the Invitation to Bid and the Bid Submittal attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that Project #2024-014-ITB is awarded to **WM**, subject to the terms and conditions of the Invitation to Bid and that the Mayor and City Clerk-Treasurer are hereby authorized to execute and appropriately attest any and all documentation required to effectuate such award; and

BE IT FURTHER RESOLVED that this award is conditioned upon **WM** completing and submitting to the City all required documents and items related thereto; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment to **WM** in accordance with the terms and conditions of purchase as set forth in the Invitation to Bid.

READ, PASSED AND ADOPTED this 13th day of January 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 January 2025.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison, Alabama
Bid Number: 2024-014-ITB
Project Title: Dumpster Services for City Facilities
Issued: December 11, 2024

BIDDER PRICING SHEET

BIDDER NAME: Wm
ADDRESS: 101 Spacegate Dr, NW
CITY/STATE/ZIP: Huntsville, AL 35806

Note: Pricing indicates cost of service for each size of dumpster and frequency of pickup. The actual amount and size of dumpsters, as well as the number of weekly pickups, shall be established following the award of contract. Any discounts for volume should be clearly explained and identified at the time of Bid submission.

GARBAGE DUMPSTER QUOTE		
Dumpster Size (CU. YD.)	Number of Weekly Pickups	Monthly Cost
2	1	\$ 32.48
2	2	\$ 64.95
4	1	\$ 64.95
4	2	\$ 129.90
6	1	\$ 97.43
6	2	\$ 194.85
8	1	\$ 129.90
8	2	\$ 259.80
Total:		\$ 974.26

30 Cu. Yd. Open Container	On Call Service	Empty/Return Fee
		\$ 220.00
		Price Per Ton
		\$ 45.00

City of Madison, Alabama
Bid Number: 2024-014-ITB
Project Title: Dumpster Services for City Facilities
Issued: December 11, 2024



SINGLE-STREAM RECYCLING DUMPSTER QUOTE		
Dumpster Size (CU. YD.)	Number of Weekly Pickups	Monthly Cost
2	1	\$ 32.48
2	2	\$ 64.95
4	1	\$ 64.95
4	2	\$ 129.90
6	1	\$ 97.43
6	2	\$ 194.85
8	1	\$ 129.90
8	2	\$ 259.80
96 Gallon Cart	1/month	\$ 35.00
96 Gallon Cart	2/month	\$ 70.00
Total:		\$ 1079.26

2yd
2yd

Overage Fee: \$ 50.00 per occurrence

Note: Bidder is required to attach a copy of overage fee policy or letter explaining conditions for applying overage fees. If the overage fee varies depending on the container size, then list the overage fee for each container size listed on the Bidder Pricing Sheet.

I, Jarrad Manos, as Representative 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.

1/8/25
Date

Signature of Authorized Representative

2024-014-ITB / Dumpster Services for City Facilities
Issued December 11, 2024

BID TABULATION

BIDDER NAME	Waste Away Group, Inc. dba WM	BFI Waste Services, LLC, dba Republic Services of Huntsville	Waste Away Dumpster Service, LLC
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y
ACKNOWLEDGED ADDENDUM #1	Y	Y	Y
GARBAGE DUMPSTER QUOTE	\$974.26	\$998.93	\$1,283.00
RECYCLING DUMPSTER QUOTE	\$1,079.26	\$1,105.45	\$1,389.00
TOTAL BASE BID	\$2,053.52	\$2,104.38	\$2,672.00

ADDITIONAL COSTS AS NEEDED:

30 CU. YD. OPEN CONTAINER EMPTY/RETURN FEE	\$220.00	\$425.00	\$350.00
30 CU. YD. OPEN CONTAINER PRICE PER TON FEE	\$45.00	\$45.00	\$45.00
OVERAGE FEE	\$50.00	\$65.00	\$0

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 8th day of January, 2025.

Jennifer Jones
 Notary Public



ORDINANCE NO. 2025-024

**AUTHORIZING A LEASE AGREEMENT
WITH TENANTS OF 28720 HUNTSVILLE BROWNS FERRY ROAD**

WHEREAS, pursuant to Resolution No. 2023-420-R, the City accepted the dedication of approximately 23 acres of land located south of Huntsville Browns Ferry Road for the purpose of adding additional City park land; and

WHEREAS, a residential dwelling is located on a portion of said property at the address of 28720 Huntsville Browns Ferry Road; and

WHEREAS, said residence is currently occupied by three tenants, and the City entered into a lease agreement with said tenants last year and desires to extend the term of the lease for one year; and

WHEREAS, the City does not currently need the residential dwelling on the property for public or municipal purposes, and Section 11-47-21 of the Code of Alabama provides that a governing body of a City may by ordinance lease any real property not needed for public or municipal purposes;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a One-Year Lease Agreement with the current tenants from February 1, 2025, through January 31, 2026, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "One-Year Lease Agreement."

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

This Ordinance shall become effective immediately upon its adoption and proper publication as required by law.

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 January 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

ONE-YEAR LEASE AGREEMENT

THIS ONE-YEAR LEASE AGREEMENT is made effective as of January 31, 2025, by and between the City of Madison, Alabama (herein "Lessor") and Daniel Baskin, Micah Hardyman, and Isaiah Hardyman (herein "Lessees") for the use of property located at 28720 Huntsville Browns Ferry Road, Madison, Alabama 35756 (the "Property"). The terms and conditions of this lease are as follows:

- 1. **TERM:** This is a one-year Lease effective February 1, 2025, and ending January 31, 2026. The Lease may not be renewed for any additional terms without the written consent of the City.

- 2. **RENT:** Lessees agree to pay Lessor as rent the sum of \$1,500.00 DOLLARS per month payable in advance of the first day of each month. If any payment has not been paid for more than seven (7) days past the first day of each month Lessees agree to pay a late fee of five (5) percent of the rent.

- 3. **USE OF PREMISES:** Lessees shall fully and promptly comply with the valid requirements of public authorities regarding the manner of the conduct of Lessees' possession of the Property. Lessee agrees to use the Property only for residential purposes, with any change in use to be approved in advance and in writing by Lessor. Lessees shall not possess, store, or use any hazardous materials on the property, including but not limited to, gasoline, fireworks, and other highly flammable or explosive materials. Lessees agree not to engage in any illegal activities on the property.

4. **CARE OF PREMISES:** Lessees shall not permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about said premises which shall cause, or be likely to cause, injury or damage to any person or to said premises or to the building. Lessees agree to permit no waste of the property but to take good care of same and upon termination of this Lease, to surrender possession of same without notice, in as good condition as at the commencement of the initial term, reasonable wear and tear expected.

5. **RESPONSIBILITY FOR DAMAGES:** Lessees agree that any substantial damage to the property caused during the Lessees' occupancy of the Property shall be the responsibility of the Lessees. The parties acknowledge that ordinary wear and tear is expected to the property; however, the Lessor shall decide in its sole discretion what constitutes substantial damage pursuant to this Agreement. Lessor shall not be liable for any loss of any property of the Lessees from said premises or for any damage to any property of the Lessees, however occurring, except only such damage in the latter instance as may result directly from the failure of the Lessor to perform an act required of it under the terms of this agreement. Lessor shall not be liable for any damage caused by, or growing out of leaks in roof, or any defect in said building, or in said premises, or caused by, or growing out of fire, rain, wind or other causes.

6. **ENTRY BY LESSOR:** Lessor, its agents and representatives at all reasonable times, may enter said premises for the purpose of (1) inspection thereof, (2) making repairs, replacements, alterations, or additions to said premises or building, (3) exhibiting the premises to prospective tenants, purchasers, or other persons, and (4) to decorate, remodel, alter or otherwise prepare the premises for re-occupancy, and any such entry by or on behalf of the Lessor shall not be or constitute an eviction, partial eviction, or deprivation of any right of Lessees, and shall not alter the obligation of Lessees hereunder or create any right in Lessee adverse to the interest of Lessor.

7. **UTILITIES AND SERVICE:** Lessor shall pay, when due, all bills for gas, water, electricity, and other utilities used on the premises.
8. **RENTAL INSURANCE & INDEMNIFICATION:** Lessees shall purchase and maintain a renters insurance policy with minimum coverage of one hundred thousand dollars (\$100,000) for general liability per occurrence and shall maintain such coverage throughout the term of this Lease. Lessees shall have Lessor named as an additional insured by applicable endorsement and shall provide a certificate of insurance to the Lessor within ten (10) business days of commencement of this Lease. Said policy shall include a waiver of subrogation clause in favor of the Lessor, meaning that the insurance company cannot seek recovery from the Lessor for any claims paid under the policy. Lessees agree to indemnify and hold the Lessor harmless against all losses, damages, liabilities, claims, and expenses (including attorneys' fees) incurred by the Lessor arising out of or related to the Lessees' use or occupancy of the Property. This indemnification shall survive the termination of this Agreement.
9. **ASSIGNMENT OR SUBLETTING:** Lessees shall not have the right to assign this Lease or sublet all or any part of the Property without first obtaining the written consent of Lessor to said assigning or subletting.
10. **END OF LEASE.** If this Lease is not renewed or extended by mutual written agreement of the parties, the lease will automatically terminate at 11:59 AM on the last day of the Term. Lessees agree to vacate and surrender possession of the premises to the Lessor no later than 11:59 AM on the end date. Failure to vacate the Property by the end of the Term may result in the Lessees being deemed a holdover tenant, subject to additional rent and legal consequences, as permitted by Governing Law. Lessees are required to remove all personal belongings, leave the Property in good condition, and return all keys and access devices to the Lessor upon vacating.

11. **DEFAULT.** In the event that Lessees violate a term of this Lease and fail to cure said violation within ten (10) days' notice from Lessor or Lessees fail to pay the one-month installments of rent for a period of more than ten (10) days after same shall become due, the parties acknowledge such violation or failure to pay the rent shall be grounds for immediate eviction and termination of this lease. Upon termination, Lessees shall vacate the Property as specified in Section 10 of this Lease.

12. **TERMINATION.** This Lease 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, rent shall be prorated for the month that Lessees are to vacate the Property based on the end date specified in the notice. Upon termination, Lessees shall vacate the Property as specified in Section 10 of this Lease.

13. **DISPUTE RESOLUTION.** Should a dispute arise from this agreement, the Parties agree to attempt an amicable resolution through negotiation and/or mediation at the sole option of Lessor. If unresolved, disputes shall be settled by litigation in the courts of Limestone County, Alabama. Lessor may recover reasonable costs and attorneys' fees. This Agreement is governed by laws of the State of Alabama.

14. **ADDRESS OF LESSOR:** The rent installments due hereunder shall be paid at and all other notices required to be given Lessor hereunder, shall be made payable to the City of Madison, Alabama and sent care of Lisa D. Thomas, City Clerk-Treasurer, 100 Hughes Road, Madison, Alabama 35758, or to such other address as Lessor may direct by written notice forwarded to the Lessees by mail.

IN WITNESS WHEREOF, the parties sign and agree to the terms of this ONE-YEAR LEASE AGREEMENT this _____ day of January 2025.

Daniel Baskin, Lessee No. 1

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **ISAIAH HARDYMAN**, Lessee No. 3, who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily and of his own free will.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

BY: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk

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

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

Notary Public

ORDINANCE NO. 2025-001

**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 October 24, 2024, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

145 FIRESTONE DRIVE

All that part of the Northwest 1/ 4 of the Northeast 1/ 4 of Section 27, Township 3 South, Range 2 West, and being part of Lot 1, Block 1, according to the recorded plat of Hughes Hills, a resubdivision of Tracts 15 through 21, inclusive of John A. Hughes and Frank Cliff lands, Madison County, Alabama, as recorded in Plat Book 1, Page 294 in the Office of the Judge of Probate of Madison County, Alabama, more particularly described as commencing at a 5/8 inch rebar found at the Northwest corner of said Lot 1, Block 1, on the south right-of-way margin of U.S. Highway No.72; thence South 02°18'57" East along the west boundary line of said Lot 1 for a distance of 400.00 feet to a ½ inch rebar set at the point of beginning; thence from the point of beginning North 88°15'41" East 157.09 feet to a ½ inch rebar set on the east boundary line of said Lot 1; thence along the east boundary line of Lot 1, South 02°39'54" East 3.19 feet to a ½ inch iron pipe found; thence South 02°55'41" East 215.67 feet to a ½ inch rebar set at the southeast corner of said Lot 1 on the north right-of-way margin of Firestone Drive; thence along said north margin, North 89°02'22" West 163.04 feet to a 5/8 inch rebar found at the southwest corner of said Lot 1; thence North 01°23'47" West 209.93 feet to a 5/8 inch rebar found; thence North 02°18'57" West 1.21 feet to the point of beginning.

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:

145 FIRESTONE DRIVE

All that part of the Northwest 1/4 of the Northeast 1/4 of Section 27, Township 3 South, Range 2 West, and being part of Lot 1, Block 1, according to the recorded plat of Hughes Hills, a resubdivision of Tracts 15 through 21, inclusive of John A. Hughes and Frank Cliff lands, Madison County, Alabama, as recorded in Plat Book 1, Page 294 in the Office of the Judge of Probate of Madison County, Alabama, more particularly described as commencing at a 5/8 inch rebar found at the Northwest corner of said Lot 1, Block 1, on the south right-of-way margin of U.S. Highway No.72; thence South 02°18'57" East along the west boundary line of said Lot 1 for a distance of 400.00 feet to a 1/2 inch rebar set at the point of beginning; thence from the point of beginning North 88°15'41" East 157.09 feet to a 1/2 inch rebar set on the east boundary line of said Lot 1; thence along the east boundary line of Lot 1, South 02°39'54" East 3.19 feet to a 1/2 inch iron pipe found; thence South 02°55'41" East 215.67 feet to a 1/2 inch rebar set at the southeast corner of said Lot 1 on the north right-of-way margin of Firestone Drive; thence along said north margin, North 89°02'22" West 163.04 feet to a 5/8 inch rebar found at the southwest corner of said Lot 1; thence North 01°23'47" West 209.93 feet to a 5/8 inch rebar found; thence North 02°18'57" West 1.21 feet to the point of beginning.

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 13th day of January 2025.

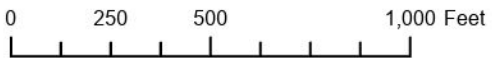
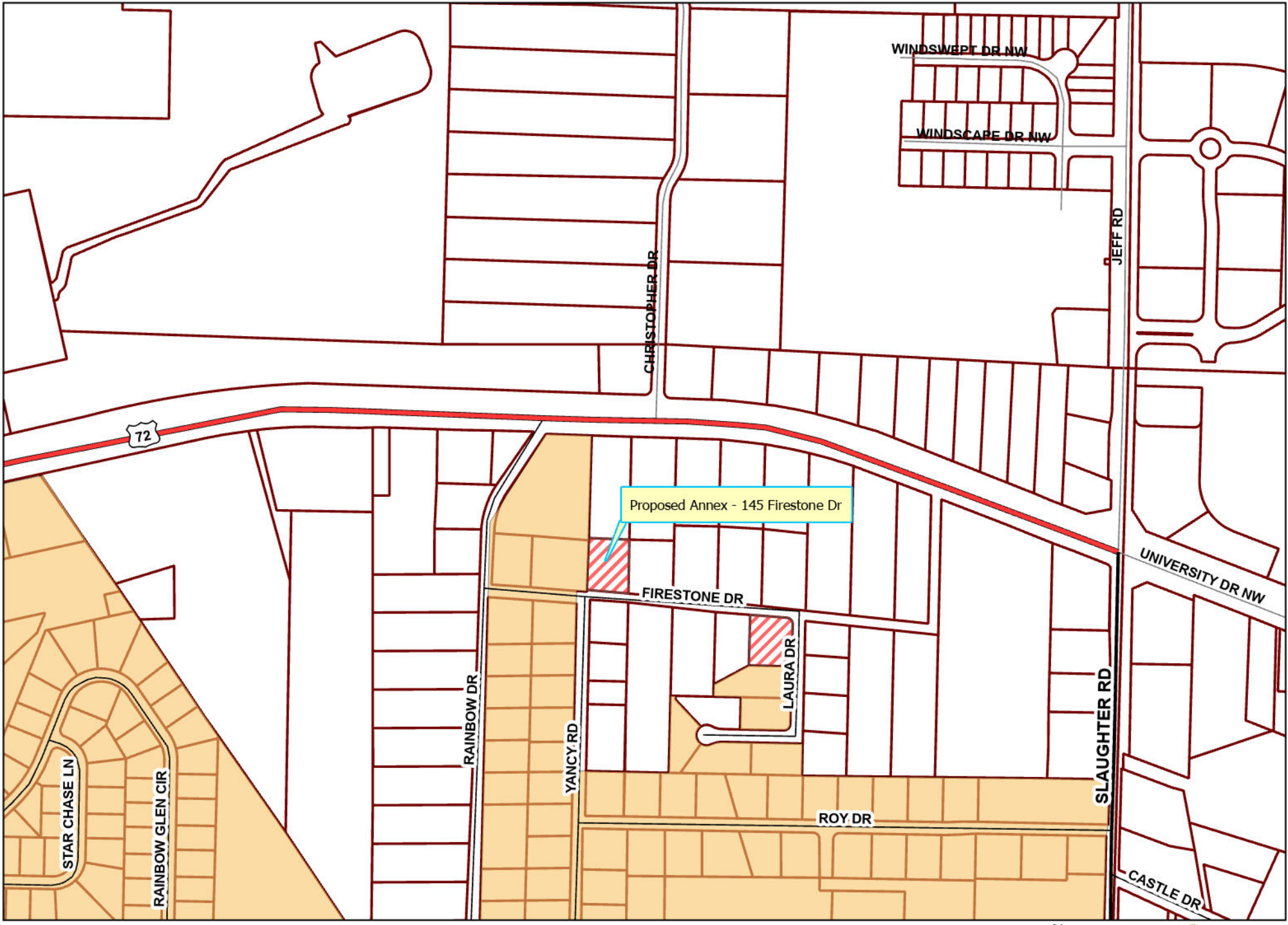
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Annexation - 145 Firestone Dr



ORDINANCE NO. 2025-002

**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 October 21, 2024, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

**174 FIRESTONE DRIVE
LOT 2 GRIFFIN SUBDIVISION 2ND ADDITION A PART OF LOTS 4 & 5 BLOCK 2
HUGHES HILLS RESUBDIVISION OF TRACT 15-21 INCLUSIVE OF JOHN A HUGHES &
FRANK CLIFT LANDS PLAT BOOK 18 PAGE 90**

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:

**174 FIRESTONE DRIVE
LOT 2 GRIFFIN SUBDIVISION 2ND ADDITION A PART OF LOTS 4 & 5 BLOCK 2
HUGHES HILLS RESUBDIVISION OF TRACT 15-21 INCLUSIVE OF JOHN A HUGHES &
FRANK CLIFT LANDS PLAT BOOK 18 PAGE 90**

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 13th day of January 2025.

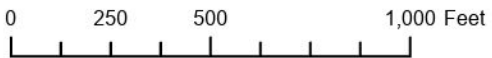
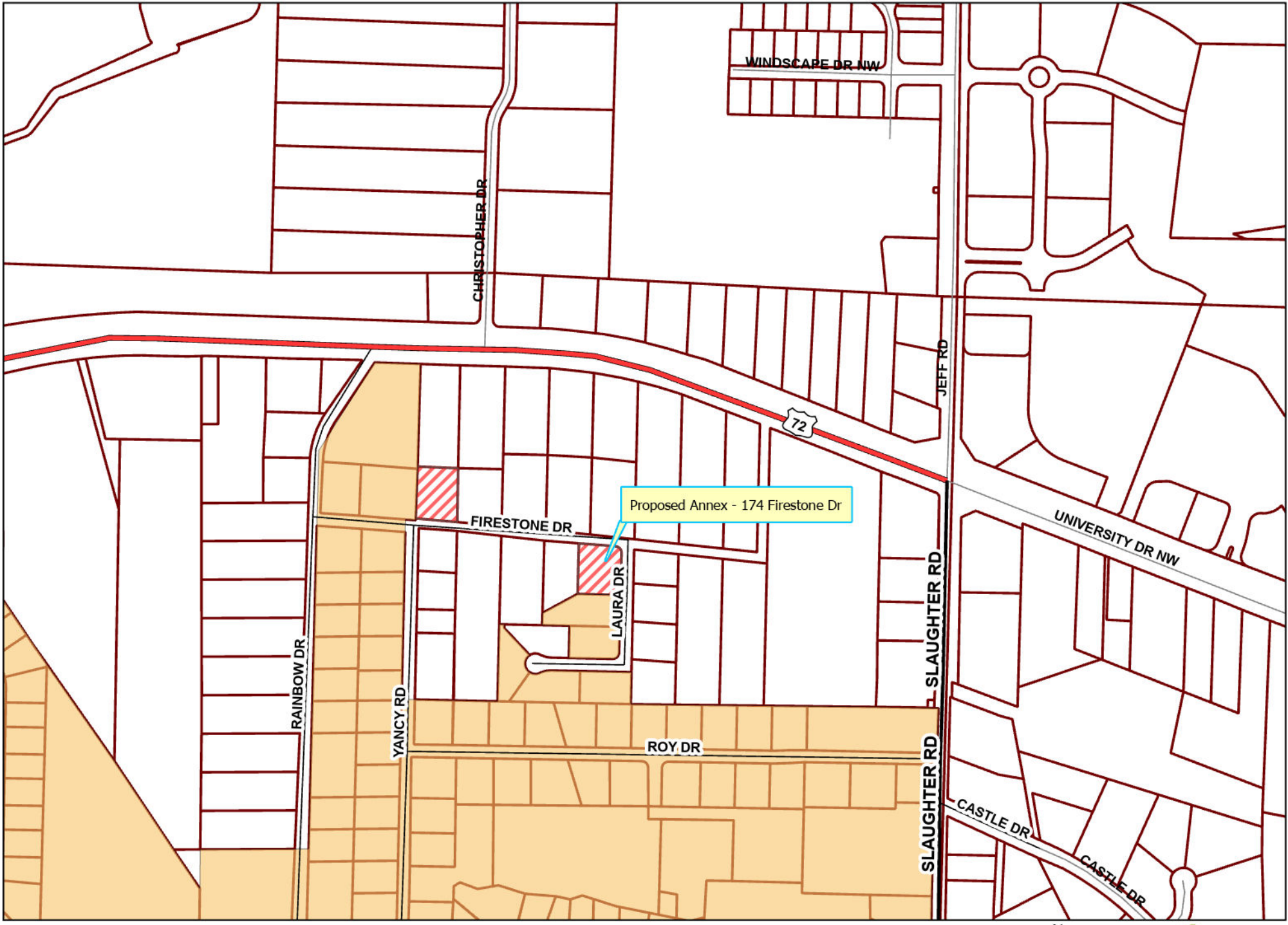
John D. Seifert, II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of January 2025.

Paul Finley, Mayor
City of Madison, Alabama



Proposed Annexation - 174 Firestone Dr



ORDINANCE NO. 2024-440

**AN ORDINANCE TO VACATE A UTILITY AND DRAINAGE EASEMENT LOCATED
WITHIN 102 STILLMEADOW DRIVE, LOT 20
OF HILLTOP RIDGE 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 **John Tyler Campbell & Stephanie Bastiaans** requesting the vacation of a portion of a utility & drainage easement located within 102 Stillmeadow Drive, Lot 20 of Hilltop Ridge Subdivision Phase 2 and further described as follows:

All that part of Lot 20 as shown on the "FINAL PLAT Hilltop Ridge Subdivision Phase 2 a Resubdivision of Tract A of Hilltop Ridge Subdivision Phase 1, P.B. "H" PG. 466-467," as recorded in Plat Book "J", Page 75 and 76, Probate Records, Limestone County, Alabama. Particularly described as commencing at the Northwest corner of said Lot 20; Thence North 88 degrees 48 minutes 18 seconds East 10.00 feet and South 00 degrees 17 minutes 34 seconds West 5.00 feet to the Point of Beginning of the herein described parcel. Thence from the Point of Beginning, North 88 degrees 48 minutes 18 seconds East 5.00 feet; Thence South 00 degrees 17 minutes 34 seconds West 80.03 feet; Thence South 88 degrees 48 minutes 18 seconds West 5.00 feet; Thence North 00 degrees 17 minutes 34 seconds East 80.03 feet to the Point of Beginning and containing 400 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 **John Tyler Campbell & Stephanie Bastiaans** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this 13th day of January 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 January 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	§	QUITCLAIM DEED
	§	(VACATION OF EASEMENT)
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 **John Tyler Campbell & Stephanie Bastiaans**, (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 the City of Madison, Limestone County, Alabama, to-wit:

All that part of Lot 20 as shown on the “FINAL PLAT Hilltop Ridge Subdivision Phase 2 a Resubdivision of Tract A of Hilltop Ridge Subdivision Phase 1, P.B. “H” PG. 466-467,” as recorded in Plat Book “J”, Page 75 and 76, Probate Records, Limestone County, Alabama. Particularly described as commencing at the Northwest corner of said Lot 20; Thence North 88 degrees 48 minutes 18 seconds East 10.00 feet and South 00 degrees 17 minutes 34 seconds West 5.00 feet to the Point of Beginning of the herein described parcel. Thence from the Point of Beginning, North 88 degrees 48 minutes 18 seconds East 5.00 feet; Thence South 00 degrees 17 minutes 34 seconds West 80.03 feet; Thence South 88 degrees 48 minutes 18 seconds West 5.00 feet; Thence North 00 degrees 17 minutes 34 seconds East 80.03 feet to the Point of Beginning and containing 400 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 January 2025.

*Quitclaim Deed
102 Stillmeadow Drive, U&D VOE
Page 1 of 2*

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public



PLAT NORTH

LOT 21

R.O.W. MARGIN

Northwest Corner of Lot 20

N 88°48'18" E 154.33' (R)

5' P.U.D.E.

L1

L2

L3

Point of Beginning
Proposed Easement Vacation

5.0'

Portion of Easement to be Vacated - 400 Sq. Ft.

N 00°17'34" E 80.03'

S 00°17'34" W 80.03'

P.U.D.E.

N 00°17'34" E 90.03' (R)

LOT 20

102 STILLWATER DR
MADISON, AL 35756
(13,995 SQ. FT.)

15' P.U.D.E.

S 01°11'42" E 90.00' (R)

STILLMEADOW DRIVE
50' R.O.W.

10.0'
15.0'

5' P.U.D.E.

S 88°48'18" W 156.66' (R)

R.O.W. MARGIN

LOT 19

LINE CHART

NUMBER	DIRECTION	DISTANCE
L1	N 88°48'18" E	10.00'
L2	S 00°17'34" W	5.00'
L3	N 88°48'18" E	5.00'
L4	S 88°48'18" W	5.00'

P.U.D.E. denotes: Public Utility & Drainage Easement
(R) denotes: according to record plat

SPECIFIC PURPOSE SUPPORT MAP FOR:

TYLER CAMPBELL

(PROPOSED EASEMENT VACATION)

LOT 20

HILLTOP RIDGE SUBDIVISION PHASE 2
A RESUBDIVISION OF TRACT A OF
HILLTOP RIDGE SUBDIVISION PHASE 1, P.B. "H", PG. 466-467
P.B. "J", PG. 75-76

MADISON -- LIMESTONE COUNTY -- ALABAMA

DRAWN BY: MR

APPROVED BY: J.L.M.

SCALE: 1"=10'

REVISED:

DATE: 12/18/24

DRAWING NUMBER: 24-290

FIELD WORK COMPLETED: N/A



NOT VALID UNLESS STAMPED IN RED INK

McELROY

LAND SURVEYING CO., INC.
4012 TRIANA BLVD. S.W.
HUNTSVILLE, ALABAMA 35805

PHONE: (256) 881-4004 jmcElroy@hiwaay.net

ORDINANCE NO. 2024-441**AN ORDINANCE TO VACATE A DRAINAGE EASEMENT LOCATED WITHIN LOT 3B OF FIRST COMMERCIAL PARK, PHASE 2 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 **GH&G Madison, LLC**, requesting the vacation of a portion of a drainage easement located within Lot 3B of First Commercial Park Subdivision, Phase 2, and further described as follows:

BEING A TRACT OF LAND SITUATED IN A PORTION OF LOT 3B, ACCORDING TO THE CERTIFIED PLAT OF FIRST COMMERCIAL PARK, PHASE 2, AS RECORDED AS FILE NUMBER 2021-00082339, IN THE OFFICE OF JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3B, BEING A ½ INCH CAPPED "HSM CA "1031" REBAR AND ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE RUN NORTH 16 DEGREES 46 MINUTES 15 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 3B A DISTANCE OF 4.23 FEET TO THE 641.6 FOOT FEMA CONTOUR; THENCE (LEAVE SAID WESTERLY LINE OF LOT 3B) ALONG SAID 641.6 FOOT FEMA CONTOUR THE FOLLOWING COURSES AND DISTANCES: NORTH 36 DEGREES 35 MINUTES 14 SECONDS EAST A DISTANCE OF 5.81 FEET; NORTH 08 DEGREES 29 MINUTES 49 SECONDS EAST A DISTANCE OF 10.41 FEET; NORTH 04 DEGREES 53 MINUTES 06 SECONDS EAST A DISTANCE OF 8.57 FEET; NORTH 04 DEGREES 04 MINUTES 09 SECONDS WEST A DISTANCE OF 7.96 FEET; NORTH 11 DEGREES 18 MINUTES 49 SECONDS WEST A DISTANCE OF 23.88 FEET; NORTH 14 DEGREES 06 MINUTES 52 SECONDS WEST A DISTANCE OF 26.89 FEET; NORTH 11 DEGREES 36 MINUTES 44 SECONDS WEST A DISTANCE OF 34.25 FEET; NORTH 45 DEGREES 25 MINUTES 14 SECONDS EAST A DISTANCE OF 20.87 FEET; NORTH 87 DEGREES 12 MINUTES 02 SECONDS EAST A DISTANCE OF 74.17 FEET; SOUTH 88 DEGREES 12 MINUTES 50 SECONDS EAST A DISTANCE OF 35.92 FEET; SOUTH 83 DEGREES 04 MINUTES 02 SECONDS EAST A DISTANCE OF 48.26 FEET; NORTH 89 DEGREES 47 MINUTES 48 SECONDS EAST A DISTANCE OF 66.14 FEET; SOUTH 88 DEGREES 23 MINUTES 40 SECONDS EAST A DISTANCE OF 20.79 FEET; SOUTH 81 DEGREES 53 MINUTES 51 SECONDS EAST A DISTANCE OF 18.29 FEET; SOUTH 52 DEGREES 25 MINUTES 31 SECONDS EAST A DISTANCE OF 10.83 FEET; SOUTH 08 DEGREES 49 MINUTES 13 SECONDS EAST A DISTANCE OF 15.37 FEET; SOUTH 07 DEGREES 15 MINUTES 57 SECONDS EAST A DISTANCE OF 43.50 FEET; THENCE SOUTH 31 DEGREES 05 MINUTES 32 SECONDS WEST A DISTANCE OF 15.92 FEET TO THE SOUTHERLY LINE OF SAID LOT 3B; THENCE SOUTH 79 DEGREES 54 MINUTES 45 SECONDS WEST (LEAVING SAID 641.6 FOOT FEMA CONTOUR) ALONG SAID SOUTHERLY LINE OF LOT 3B A DISTANCE OF 276.07 FEET TO THE POINT OF BEGINNING. CONTAINING 30,143 SQUARE FEET OF 0.691 ACRES, MORE OR LESS.

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

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

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

READ, PASSED, AND ADOPTED this ____ day of January 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 January 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	§	QUITCLAIM DEED
	§	(VACATION OF EASEMENT)
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 drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **GH&G Madison, LLC** (hereinafter referred to as “Grantee”), any and all interest Grantor possesses which was created in and by the following described drainage easement situated in Madison, Madison County, Alabama, to-wit:

BEING A TRACT OF LAND SITUATED IN A PORTION OF LOT 3B, ACCORDING TO THE CERTIFIED PLAT OF FIRST COMMERCIAL PARK, PHASE 2, AS RECORDED AS FILE NUMBER 2021-00082339, IN THE OFFICE OF JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3B, BEING A ½ INCH CAPPED “HSM CA “1031” REBAR AND ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE RUN NORTH 16 DEGREES 46 MINUTES 15 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 3B A DISTANCE OF 4.23 FEET TO THE 641.6 FOOT FEMA CONTOUR; THENCE (LEAVE SAID WESTERLY LINE OF LOT 3B) ALONG SAID 641.6 FOOT FEMA CONTOUR THE FOLLOWING COURSES AND DISTANCES: NORTH 36 DEGREES 35 MINUTES 14 SECONDS EAST A DISTANCE OF 5.81 FEET; NORTH 08 DEGREES 29 MINUTES 49 SECONDS EAST A DISTANCE OF 10.41 FEET; NORTH 04 DEGREES 53 MINUTES 06 SECONDS EAST A DISTANCE OF 8.57 FEET; NORTH 04 DEGREES 04 MINUTES 09 SECONDS WEST A DISTANCE OF 7.96 FEET; NORTH 11 DEGREES 18 MINUTES 49 SECONDS WEST A DISTANCE OF 23.88 FEET; NORTH 14 DEGREES 06 MINUTES 52 SECONDS WEST A DISTANCE OF 26.89 FEET; NORTH 11 DEGREES 36 MINUTES 44 SECONDS WEST A DISTANCE OF 34.25 FEET; NORTH 45 DEGREES 25 MINUTES 14 SECONDS EAST A DISTANCE OF 20.87 FEET; NORTH 87 DEGREES 12 MINUTES 02 SECONDS EAST A DISTANCE OF 74.17 FEET; SOUTH 88 DEGREES 12 MINUTES 50 SECONDS EAST A DISTANCE OF 35.92 FEET; SOUTH 83 DEGREES 04

MINUTES 02 SECONDS EAST A DISTANCE OF 48.26 FEET; NORTH 89 DEGREES 47 MINUTES 48 SECONDS EAST A DISTANCE OF 66.14 FEET; SOUTH 88 DEGREES 23 MINUTES 40 SECONDS EAST A DISTANCE OF 20.79 FEET; SOUTH 81 DEGREES 53 MINUTES 51 SECONDS EAST A DISTANCE OF 18.29 FEET; SOUTH 52 DEGREES 25 MINUTES 31 SECONDS EAST A DISTANCE OF 10.83 FEET; SOUTH 08 DEGREES 49 MINUTES 13 SECONDS EAST A DISTANCE OF 15.37 FEET; SOUTH 07 DEGREES 15 MINUTES 57 SECONDS EAST A DISTANCE OF 43.50 FEET; THENCE SOUTH 31 DEGREES 05 MINUTES 32 SECONDS WEST A DISTANCE OF 15.92 FEET TO THE SOUTHERLY LINE OF SAID LOT 3B; THENCE SOUTH 79 DEGREES 54 MINUTES 45 SECONDS WEST (LEAVING SAID 641.6 FOOT FEMA CONTOUR) ALONG SAID SOUTHERLY LINE OF LOT 3B A DISTANCE OF 276.07 FEET TO THE POINT OF BEGINNING. CONTAINING 30,143 SQUARE FEET OF 0.691 ACRES, MORE OR LESS.

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 January 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa D. 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 D. Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

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

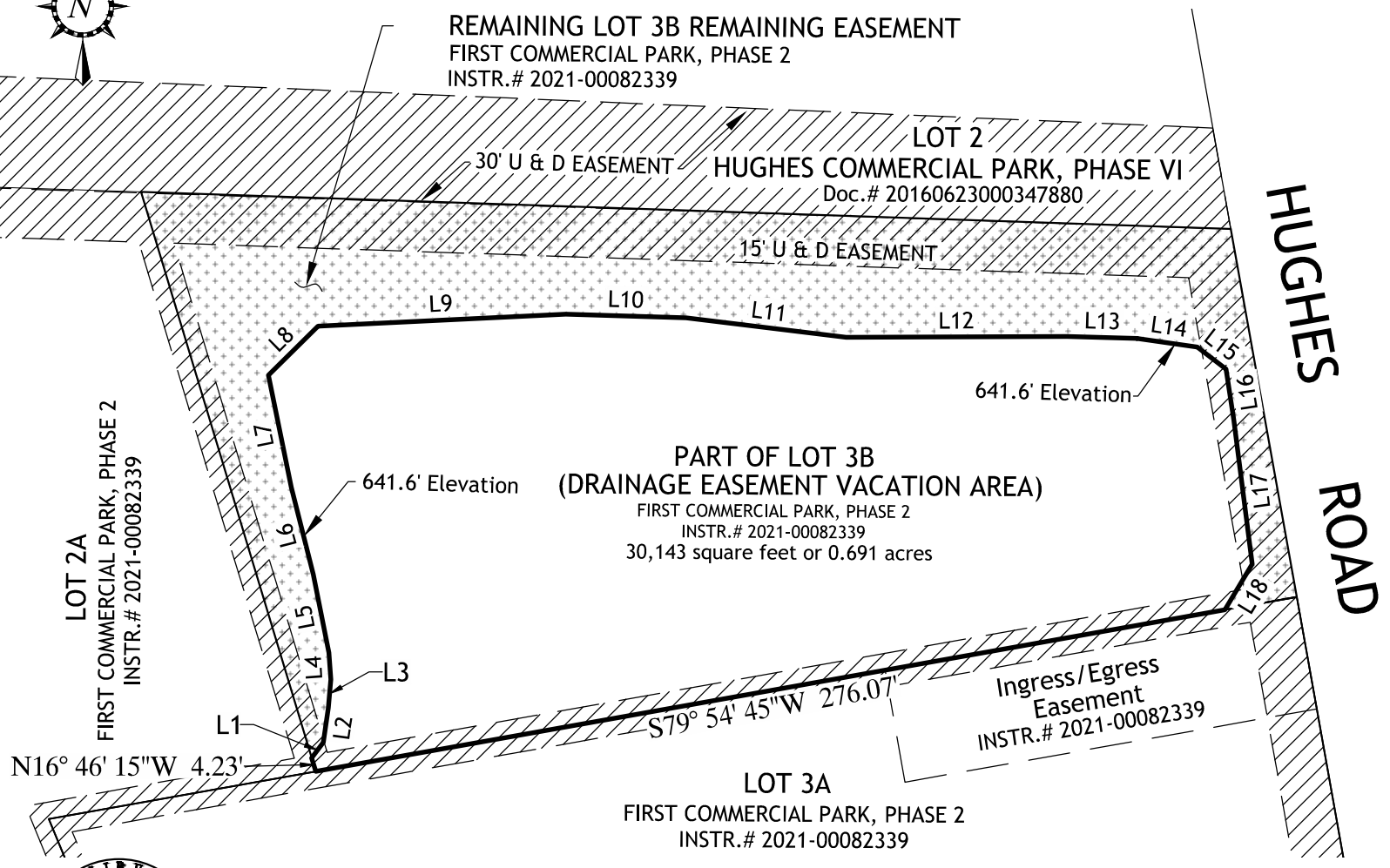
Notary Public

EXHIBIT

NOTE: THE INTENT OF THIS EXHIBIT DOES NOT VACATE ANY MUNICIPAL UTILITY AND DRAINAGE EASEMENTS.



GRID NORTH

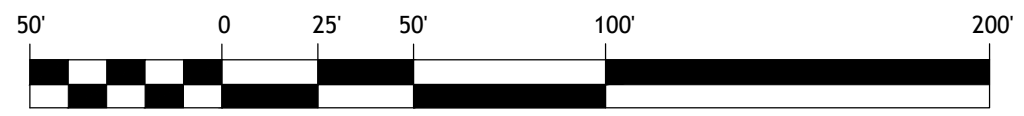


LINE TABLE

#	Length	Bearing
L1	5.81'	N36° 35' 14"E
L2	10.41'	N8° 29' 49"E
L3	8.57'	N4° 53' 06"E
L4	7.96'	N4° 04' 09"W
L5	23.88'	N11° 18' 49"W
L6	26.89'	N14° 06' 52"W
L7	34.25'	N11° 36' 44"W
L8	20.87'	N45° 25' 14"E
L9	74.17'	N87° 12' 02"E
L10	35.92'	S88° 12' 50"E
L11	48.26'	S83° 04' 02"E
L12	66.14'	N89° 47' 48"E
L13	20.79'	S88° 23' 40"E
L14	18.29'	S81° 53' 51"E
L15	10.83'	S52° 25' 31"E
L16	15.37'	S8° 49' 13"E
L17	43.50'	S7° 15' 57"E
L18	15.92'	S31° 05' 32"W

LEGEND

- = PLATTED UTILITY AND DRAINAGE EASEMENT NOT BEING VACATED
- = LOT 3B DRAINAGE EASEMENT NOT BEING VACATED



HALLIBURTON
 SURVEYING & MAPPING, INC.
 PO BOX 18652
 HUNTSVILLE, AL 35804
 P: 256.503.4639
 gohsm.com

DATE 12/09/2024	JOB NO. 20-161	DRAWN BY CTH	CHECKED BY CTH	SHEET NO. 1
--------------------	-------------------	-----------------	-------------------	----------------

ORDINANCE NO. 2024-442**AN ORDINANCE TO VACATE A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 116 FOREST GLADE DRIVE, LOT 9 OF OLD IVY 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 **Kenneth Hudson and Divya Panati** requesting the vacation of a portion of a utility & drainage easement located within 116 Forest Glade Drive, Lot 9 of Old Ivy Subdivision and further described as follows:

A parcel of land situated in the Southeast Quarter of Section 10, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama {Bearings and distances are referenced to the Alabama State Plane Coordinate System, East Zone, NAD '83 (2011)} and lying within Lot 9 of Old Ivy A Resubdivision of Lot 2 of Sarah Farley Wann Subdivision, A Resubdivision of Tract No. 2 of Sarah Farley Wann Lands recorded in P.B. 48, Pgs. 33 & 34, as recorded in Document No. 20051206000821940 in the Office of the Judge of Probate, Madison County, Alabama, and being a portion of a 25-foot wide Public Utility and Drainage Easement and being more particularly described as follows: Commencing at the southeast corner of said Lot 9, thence run North 02 degrees 23 minutes 11 seconds East, 4.96 feet along the east boundary of said Lot 9 to a point; thence, leaving the east boundary of said Lot 9, run North 87 degrees 36 minutes 49 seconds West, 5.00 feet to the Point of Beginning. Thence, from the Point of Beginning, run North 88 degrees 01 minute 32 seconds West, 50.01 feet to a point; thence run North 02 degrees 32 minutes 59 seconds East, 20.00 feet to a point; thence run South 88 degrees 01 minute 32 seconds East, 49.95 feet to a point; thence run South 02 degrees 23 minutes 11 seconds West, 20.00 feet back to the Point of Beginning; Said parcel contains 0.023 acres (1,000 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 **Kenneth Hudson & Divya Panati** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this 13th day of January 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 January 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	§	QUITCLAIM DEED
	§	(VACATION OF EASEMENT)
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 **Kenneth Hudson & Divya Panati**, (hereinafter referred to as “Grantees”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

A parcel of land situated in the Southeast Quarter of Section 10, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama {Bearings and distances are referenced to the Alabama State Plane Coordinate System, East Zone, NAD '83 (2011)} and lying within Lot 9 of Old Ivy A Resubdivision of Lot 2 of Sarah Farley Wann Subdivision, A Resubdivision of Tract No. 2 of Sarah Farley Wann Lands recorded in P.B. 48, Pgs. 33 & 34, as recorded in Document No. 20051206000821940 in the Office of the Judge of Probate, Madison County, Alabama, and being a portion of a 25-foot wide Public Utility and Drainage Easement and being more particularly described as follows: Commencing at the southeast corner of said Lot 9, thence run North 02 degrees 23 minutes 11 seconds East, 4.96 feet along the east boundary of said Lot 9 to a point; thence, leaving the east boundary of said Lot 9, run North 87 degrees 36 minutes 49 seconds West, 5.00 feet to the Point of Beginning. Thence, from the Point of Beginning, run North 88 degrees 01 minute 32 seconds West, 50.01 feet to a point; thence run North 02 degrees 32 minutes 59 seconds East, 20.00 feet to a point; thence run South 88 degrees 01 minute 32 seconds East, 49.95 feet to a point; thence run South 02 degrees 23 minutes 11 seconds West, 20.00 feet back to the Point of Beginning; Said parcel contains 0.023 acres (1,000 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 January 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa D. Thomas
City Clerk-Treasurer

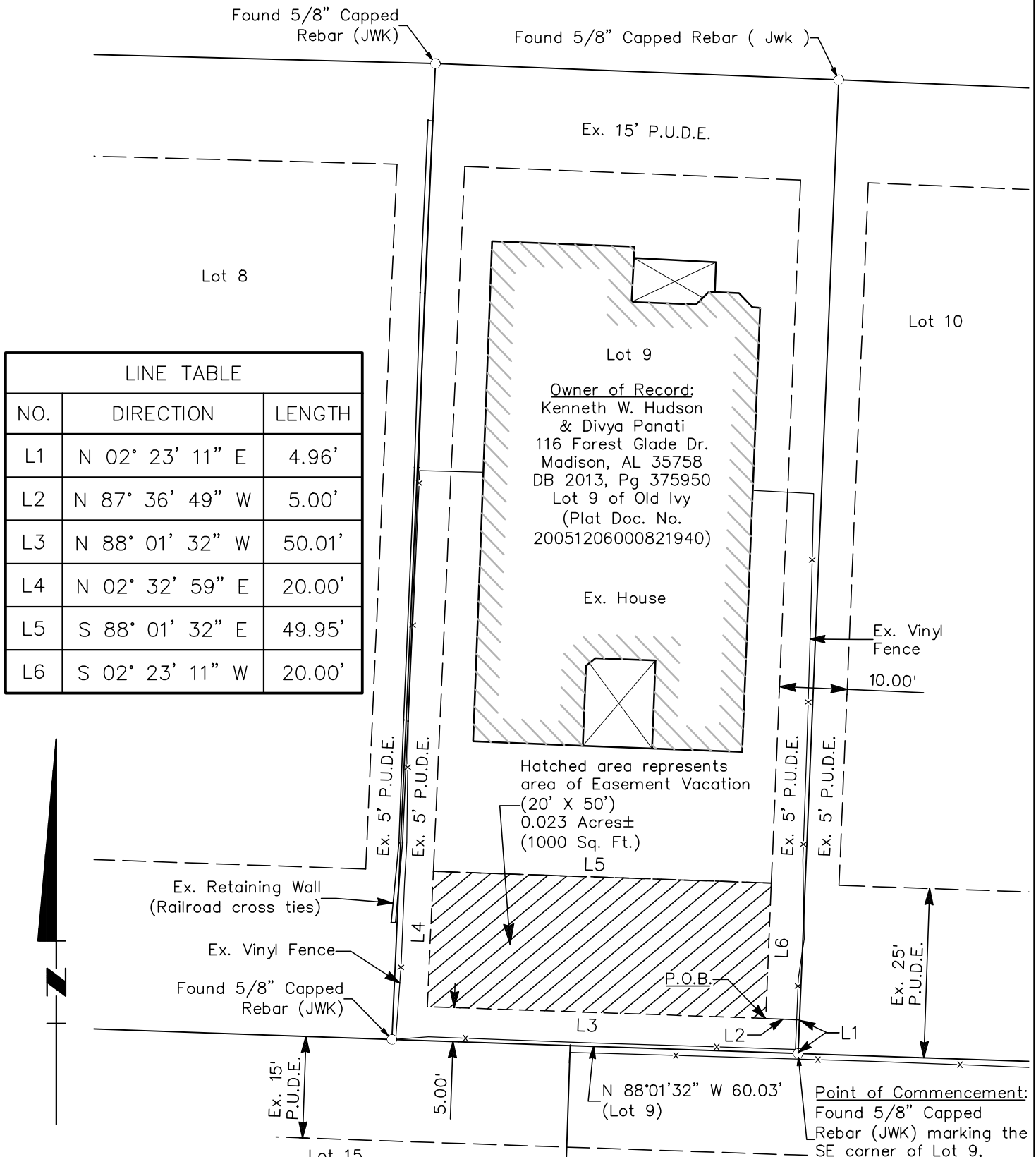
STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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 January 2025.

Notary Public

FOREST GLADE DR.



LINE TABLE		
NO.	DIRECTION	LENGTH
L1	N 02° 23' 11" E	4.96'
L2	N 87° 36' 49" W	5.00'
L3	N 88° 01' 32" W	50.01'
L4	N 02° 32' 59" E	20.00'
L5	S 88° 01' 32" E	49.95'
L6	S 02° 23' 11" W	20.00'

ABBREVIATIONS	
EX.	Existing
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
P.U.D.E.	Public U & D Easement
R.O.W.	Right-of-way
SQ. FT.	Square Feet
U&D	Utility & Drainage

General Notes:

1. North Arrow and coordinates as shown hereon are based on Alabama State Plane Coordinate System East Zone, NAD '83.
2. All measurements shown are in U.S. Survey Feet.
3. This is not a property boundary survey.

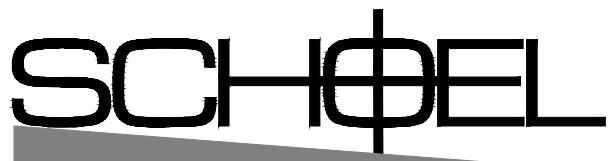
Scale: 1" = 20'
Graphic Scale



Exhibit Drawing - Easement Vacation

116 Forest Glade Dr., Madison, AL 35758
 Lot 9, Old Ivy, Plat Doc. #20051206000821940
 Section 10, Township 4 South, Range 2 West of
 the Huntsville Meridian, Madison County, AL

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



1001 22nd Street South
 Birmingham, Alabama 35205
 205.323.6166

101 Washington St. SE
 Huntsville, Alabama 35801
 256.539.1221

Copyright © 2019 Schoel Engineering Company, Inc.

H:\Projects\241530 116 Forest Glade Drive\Survey\Exhibits\24530 Forest Glade EV.dwg

Project No.: 24530.H0	Drawn By: H. Galloway	Revisions:
Scale: 1" = 20'	Field Date: 11.04.2024	_____
Sheet No.	Office Date: 11.15.2024	_____
1 of 1	Checked By: B. Proctor	_____
	Field Book: 1148H0	_____