



Agenda

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

6:00 PM
Council Chambers
June 23, 2025

AGENDA NO. 2025-12-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 Troy Garner of Fellowship of Faith Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2025-11-RG, dated June 9, 2025

B. Minutes No. 2025-04-WS, dated June 9, 2025

7. PRESENTATIONS AND AWARDS

A. Madison Police Department Promotion Ceremony for newly promoted Assistant Chief Mike Allen, Captain Jon Stout, Lieutenant Chris Coons, and Sergeants Logan Grant and Josh Hensley

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. 2025-211-R: Authorizing a three-year Equipment Service Plan with Stryker for preventative maintenance of cardiac monitors (\$15,305.60 per year to be paid from Fire Department budget)

C. Acceptance of donation from K Tran for programming at the Madison Senior Center (\$50 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

A. Resolution No. 2025-215-R: Authorizing Council Special Projects Funding for Repairs to Historic Downtown Clock (Not to exceed \$1,500)

11. BOARD/COMMITTEE APPOINTMENTS

A. Appointment of Kimberly Johnson to the Madison Municipal Cemeteries Committee with a term date of May 29, 2029

B. Appointment of Cindi Sanderson to the Madison Municipal Cemeteries Committee with a term date of May 29, 2029

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.

13. DEPARTMENT REPORTS

ENGINEERING

A. Resolution No. 2025-186-R: Authorizing a Professional Services Agreement with OHM Advisors for survey and design services on Project 25-017 | Garner Street extension from Life Way to Madison Boulevard (\$240,000 to be paid from Engineering Department budget)

B. Resolution No 2025-196-R: Authorize a Professional Service Agreement with URETEK USA, Inc. for void-fill and stabilization on Kelvingrove Drive for Project 25-025 Kelvingrove Foam Injection (\$246,187.50 to be paid from Engineering Department budget)

- C. **Resolution No. 2025-200-R:** Acceptance of Windermere Phase 3 into the City of Madison Maintenance Program
- D. **Resolution No. 2025-201-R:** Acceptance of Windermere Phase 4 into the City of Madison Maintenance Program

HUMAN RESOURCES

- A. **Resolution No. 2025-197-R:** Approving Professional Services and Software Subscription Agreement with Deputy Corporation Limited for Electronic Timekeeping System (\$23,000 for implementation, plus associated subscription fees for three years, to be paid from HR Department Budget)

LEGAL

- A. **Resolution No. 2025-173-R:** Authorizing a one-year agreement with Swatek, Vaughn & Bryan, LLC for lobbying services. Continued from May 27, 2025 regular meeting. (\$5,000 per month to be paid from Legal Department budget)
- B. **Ordinance No. 2025-195:** Authorizing the Water and Wastewater Board of the City of Madison, d/b/a Madison Utilities, to dispose of certain personal property (First Reading 06/09/2025)
- C. **Ordinance No. 2025-214:** Authorizing a Franchise Agreement with Fiber Utility Network, Inc., doing business as the Alabama Fiber Network (First Reading)
- D. **Resolution. No. 2025-213-R:** Authorizing Agreement with the Madison Station Historical Preservation Society, Inc., for maintenance of the Village Green Gazebo

PLANNING

- A. **Proposed Ordinance No. 2025-184:** Vacation of utility and drainage easement located within Tract 1 of Town Madison Phase 14 Subdivision (First Reading 06/09/2025)
- B. **Proposed Ordinance No. 2025-185:** Vacation of utility and drainage easement located within Lot 2 of McCurry Phase 3 Subdivision (First Reading 06/09/2023)
- C. **Ordinance No. 2025-187:** An Ordinance Amending Chapter 8(IV)(4) of the Madison City Code, entitled "Murals," to add the B2 Zoning District as a Permitted Mural Location (First Reading 06/09/2025)
- D. **Proposed Ordinance No. 2025-199:** Vacation of utility and drainage easement located within Lot 2 of Dublin Acres Phase 3 Subdivision (First Reading)
- E. **Proposed Ordinance No. 2025-198:** Vacation of utility and drainage easement located within 126 Parkland Hill Trace, Lot 27 of 3 Park Preserve Subdivision (First Reading)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2025-11-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
June 9, 2025**

The Madison City Council met in regular session on Monday, June 9, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President John Seifert.

The City of Madison Police Chaplin, Robin Cramer provided the invocation followed by the Pledge of Allegiance led by John Seifert.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Finance Director Roger Bellomy, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Shannon Fisher, Billie Goodson, Alice Lessmann, Jason Tidwell, Kenneth Jackson, Daniel Feld, Erica White, Paul Duskin, Cesar Castillo, Tammy Burgreen, Jeff Burgreen, Mark Anderson, David Bier, Jocelyn Broer

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2025-01-SP DATED MAY 16, 2025

Council Member Spears moved to approve Minutes No. 2025-01-SP. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2025-10-RG DATED MAY 27, 2025

Council Member Wroblewski moved to approve Minutes No. 2025-10-RG. 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 John Seifert	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Abstain

Motion carried.

PRESENTATIONS AND AWARDS

MADISON FIRE & RESCUE PROMOTION CEREMONY

Fire Chief Brandy Williams promoted twelve members of the fire department. There were six Drivers, four Captains, 1 Battalion Chief, and 1 Deputy Chief promoted. Fire Chief Brandy Williams shared that each candidate participated in an assessment for each rank and consisted of several dimensions. The following members received badge pinning from a selected individual.

- Driver Jeremiah Johnson
- Driver Peter Pucciarelli
- Driver Curtis Roesner
- Captain Steven Chop
- Captain Ryan Ledford
- Captain Stephen Long
- Captain Gage Tolton
- Battalion Chief Jason Tidwell
- Deputy Chief Chad Menard

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.

JEFF BURGREN

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

- Concerned Bowers Road roadside is not being mowed

MARGI DALY (DISTRICT 6)

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

- Objections to Proposed Ordinance No. 2025-129

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating Account	\$1,805,123.72
Special General Operating Accounts	\$8,691.40
ADEM Storm Drainage	\$11,682.12
½ Cent Capital Replacement	\$145,057.18
½ Cent Infrastructure	\$991.18
Gasoline Tax & Petroleum Inspection fees	\$47,519.47
CIP Bond Accounts	\$13,490.28
Library Building Fund	\$168,156.58
Water Distribution and Storage	\$3,964.75
Venue Maintenance	\$88,500.00
Fire CPR	\$2,436.39

Regular and periodic bills to be paid

Resolution No. 2025-181-R: Authorizing the disposal or destruction of certain departmental records as reviewed and approved by the State of Alabama Department of Archives and History for 2025

Resolution No. 2025-189-R: Authorizing one-year network and cybersecurity support services with White Rhino Security for both new and existing City facilities (\$15,000 to be paid from Information Technology Department budget)

Resolution No. 2025-190-R: Authorizing a one-year agreement with Stericycle Shred Services (\$162.50 monthly to be paid from the City Clerk Department budget)

Resolution No. 2025-193-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 063820 on an incident which occurred April 14, 2025, to Police Unit 282 in the amount of \$9,282.17 [less \$1,000 deductible] to be deposited into the General Operating account)

Resolution No. 2025-194-R: Providing for the disposal of personal property of negligible value (1 lot of 55 laptop computers) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

Acceptance of donation from PropertyRoom.com (\$236.94 to be deposited into Madison Police Department Donation account)

Acceptance of a donation from Walk-Ons Town Madison to the Fire Department (\$500.00 to be deposited in the Fire Dept 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 John Seifert	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

No new business to report

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Attended the Armed Services Celebration along with Mayor Finley
- Announced vacancy to the Cemetery Committee

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

RESOLUTION NO. 2025-192-R: AUTHORIZING FUNDING FROM THE COUNCIL SPECIAL PROJECTS BUDGET FOR THE PURCHASE OF LAPTOPS FOR MPD PATROL VEHICLES IN AN AMOUNT NOT TO EXCEED \$12,000 AND AUTHORIZING PURCHASE FROM PROLOGIC ITS, LLC (PURCHASE TOTAL OF \$81,577.65 FOR 15 LAPTOPS AND ASSOCIATED EQUIPMENT TO BE PAID USING COUNCIL SPECIAL PROJECTS AND MADISON COUNTY FUNDING FROM COMMISSIONER HARAWAY)

Council Member Spears moved to approve Resolution No. 2025-192-R. Council Member Denzine seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

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

- Thanked Commissioner Haraway for the donation towards the laptops
- Asked for update on the mowing situation

COUNCIL DISTRICT NO. 3 TEDDY POWELL

Absent

COUNCIL DISTRICT NO. 4 GREG SHAW

Absent

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Attended Walk-Ons ribbon cutting
- Thanked Walk-Ons for the donations
- Announced the library started the summer kick off reading program on May 31st

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Thanked Public Works for all their hard work cleaning up after the storm
- Congratulated all the Firemen that received promotions

COUNCIL DISTRICT NO. 7 JOHN SEIFERT**RESOLUTION NO. 2025-191-R: AUTHORIZE FUNDING FROM THE COUNCIL SPECIAL PROJECTS BUDGET FOR FIRE DEPARTMENT COMMAND STAFF LEADERSHIP TRAINING WITH THE EAGLE CENTER FOR LEADERSHIP IN AN AMOUNT NOT TO EXCEED \$18,072**

Council Member Spears moved to approve Resolution No. 2025-191-R. Council Member Wroblewski seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

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

- Shared the Special Project account balance left of \$51,000
- Attended the Armed Forces luncheon

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

PROPOSED ORDINANCE NO. 2025-129: REZONING CERTAIN PROPERTY OWNED BY LILY LANDHOLDINGS, INC. CONSISTING OF 89.27 ACRES LOCATED SOUTH OF HUNTSVILLE-BROWNS FERRY ROAD AND WEST OF BOWERS ROAD FROM AG (AGRICULTURE) TO RC-2 (RESIDENTIAL CLUSTER DISTRICT NO. 2) (FIRST READING 4/28/2025)

Director of Development Service Mary Beth Broeren stated to council that the proposal should be familiar due to property being considered for the third time. Director of Development Services Mary Beth Broeren shared slides to pinpoint the exact location being considered. She shared that the property is currently zoned agriculture and Lily Landholdings, Inc. is requesting cluster zoning. Director of Development Services Mary Beth Broeren stated to council that cluster zoning requires the middle of a development plan with it. She stated that the development plan that has been submitted by the applicant is proposed of 190 units with an open space component. Director of Development Services Mary Beth Broeren explained that 20% is required to set aside open space with their detention pond. She shared that the development plan included a walking path around the pond and about 31.6% accounted for other open space areas. Director of Development Services Mary Beth Broeren shared a map to help identify the breakout of the pond walking trail and she shared that the pond was the bulk of it at 23 acres. She shared that cluster zoning requires a 50-foot landscape buffer for residential property adjacent to active agricultural production. She stated that this proposal is the first in the City of Madison where this had been initiated. Director of Development Services Mary Beth Broeren revealed that the buffers provided were along the North, South, and West property lines. She shared that the buffer on the South property line would be where the detention pond area would be. She explained that the Westside master plan had been surpassed by the comprehensive plan which recommended a possible road along the West side of the property. She goes on to say that there is a provision that half of the buffer could go towards the future right-of-way; however, if the street went in the buffer would no longer be needed but was provided in the plan. Director of Services Mary Beth Broeren affirmed that there were two access points provided to the subdivision on Bower's Road, there's an access point midway along the East property line and one further North which would comply with city requirements. She shared that the fire department required multiple access points if there were more than 50 units. She shared that there were 3 phases proposed equal in size and is the city's growth policy requirement. Director of Development Services Mary Beth Broeren explained that a project coming forward for rezoning included a phase approach to the development. She stated that

the last time the mentioned project was considered by the Planning Commission at the meeting in April, it was recommended to approve it on a 5 to 3 vote, however one of the members was absent. She shared a little brief history explaining that in August and October of last year the original concept plan considered by the Planning Commission but denied by Council resulted in the Planning Commission not supporting it. The project consisted of 198 units with a little over 21% of open space. Director of Development services pointed out that the applicant changed their development plan and Council considered the request in February 2025 but decided not to support the rezoning request. She stated that the applicant decided to go back to the Planning Commission with the current development plan because the Planning Commission had not seen the current one. Director of Services Mary Beth Broeren explained that the previous Westside master plan called for the property to be Community facilities. She asked Council if they recalled at that time the school district was thinking there could possibly be a future school facility there. She shared that secondary land was within the Westside master plan for single family homes and was allowed by the plan at that time. She shared that the comprehensive plan was adopted by the Planning Commission in February 2025 and acknowledged by the City Council in March. Director of Development Services Mary Beth Broeren specified that the comprehensive plan showed it as a mixed residential conservation and the single-family product would be consistent with the plan. Director of Services Mary Beth Broeren confirmed to Council that the applicant was present and would answer any questions. Council President Seifert opened the floor for public comments regarding this request. Mark Anderson requested approval for the 89 acres on Bowers Road to rezone from AG to R2 Cluster. Mark Anderson specified he currently had a contract to purchase the property from the current landowner Jason Burgreen. He stated to Council that they should have had prior correspondence with the landowner as well as updated information. Mark Anderson pointed out that through the process, comments were heard as well as changes made to their development proposal. He reiterated what Director of Development Service Mary Beth Broeren shared regarding the 198 lots vs. the revised decreased plan of 190 lots with 31% set aside. Mark Anderson explained that the increase was due to the size of the detention pond for storm water detention. Mark Anderson shared

that the plan still consists of landscape buffers around the perimeter of the property which is required under the R2 cluster zoning. He shared PowerPoint slides to display predevelopment (left slide) and post development (right side) drainage plans. He explained that both charts pre and post adjoin and track to the South approximately 17 acres. Mark Anderson illustrates that the areas shaded in purple drain to the North onto the site. He shared that in previous meetings, comments were made that the post development site would drain the adjoining site to the South. Mark Anderson shared that the actual data showed the opposite of that. He stated that the Southern track that adjoins will continue to drain to their site. He included their engineers that were present designed the Detention Facility to capture and manage the runoff storm water from the development as well as capture the 17 acres to the South. Mr. Anderson clarified that the post development plan would be an improvement. He also shared a copy of the Madison utility sewer agreement stating that it would furnish sanitary sewer to the property at their expense. Mr. Anderson also shared copies of the traffic study that had been done, dated December 12th, 2024. He asked Council to observe the right-hand side of the copy that showed it had been updated May 19, 2025. He stated in conclusion that no turn lanes or improvements were warranted at either entrance at Bowers Road because of the updated proposed development. Mr. Anderson clarified the May memo stated there wasn't any reason to amend the initial memo. He shared that a thorough study had been completed. Mr. Anderson shared slides of considered landscaping ideas, including Green Giant trees that would act as a buffer and would be submitted to the Planning Commission. He stated different species of trees would be mixed in once the trees are fully grown. Mr. Anderson shared that he requested and proposed the development plan, and it falls in line with the newly adopted Madison on Track 2045 comprehensive plan that supports R2 cluster zoning. He clarified the designated site was a mixed residential conservation. He stated that the development plan proposed a density of approximately 2 units per acre which was well below the 20 units per acre cap. Mr. Anderson stated that the plan was adopted under the new comprehensive plan and unanimously adopted by the Planning Commission and city council and the rezoning request was approved last month by the Planning Commission after the changes. Mr. Anderson

stated that he respectfully asked for council approval. Jeff and Tammy Burgreen spoke and shared that they lived on Burgreen Road in District 2. The Burgreen's shared that they own the property to the South and to the East and the West and if the item is approved there will be a farm field actively on every side of the development. Ms. Burgreen shared that the entire road is farmland and being actively farmed by 5 farmers. Ms. Burgreen shared her concerns with the drainage due to the issue of drainage that drains off on the farmland now. She also shared her concerns with the number of vehicles that would be added to Bower's Road. She stated she did not believe the road could handle an estimated 400 vehicles. Ms. Burgreen reminded the council that farmers were vital to the community and critical to North Alabama. She acknowledged that she knew growth was coming, however she didn't think it was the right time. Mr. Burgreen shared that he didn't believe Bower's Road infrastructure was designed for a single-family conservation. Tammy Burgreen asked the council if the drainage did become an issue after the engineer stated it would be a civil problem between the landowners and the homeowners would the City of Madison take care of the problem. Jocelyn Broer shared her opinions and concerns and urged the council to vote no. Rachel Homolak informed council she supported the Burgreen's and did not believe it was a good idea for homes to be built in that area. Mr. Taylor, a current farmer, spoke and shared that he currently farmed land by subdivisions and it had never caused a problem with overspray due to GPS preciseness. Margi Daly shared her concerns with the matter. He then closed the floor and entertained a motion from the Council. Council Member Seifert moved to approve Proposed No. 2025-129. Council President Seifert shared he didn't remember the rules if there wasn't a second move to approve. City attorney Megan Zingarelli shared that a motion may fail for a lack of second; however, she stated that she requested a second motion be made and a discussion was put on record regarding the questions and concerns brought up. Council President Seifert restated he moved to approve, and Council Member Bartlett seconded. Council President Seifert shared that he had a few questions pertaining to the Ordinance. He shared that before the item was discussed he jotted down some questions. Council President Seifert expressed he had four main questions. One was the drainage and how it was mitigated, the traffic on Bowers Road and the current state of infrastructure

design, any issues that occurred after the plan and the effect such as how it was getting fixed and who's paying for it and lastly if Madison on Track considered use currently. Council Member Wroblewski asked Mr. Burgreen if all five farms were crop dusted. She explained that from her understanding you crop dust not GPS dust. Council Member Wroblewski shared that you throw your dust from a plane or from a tractor. Council Member Wroblewski asked Mr. Burgreen if he could come and explain. Mr. Burgreen shared that they use self-propelled sprayers not tractors. Mr. Burgreen explained it's a sprayer with booms 80 to 120 foot. He explained that crop dusting is used only when it's too wet. Council Member Wroblewski asked Mr. Green if there were times that he did have to crop dust when windy and if he could say that it didn't always land on his property and could be landing in the retention pond or the swimming pool in the subdivision. Mr. Burgreen reiterated that it was a possibility due to it being up in the air. He explained that there were rules when it included spraying off target and he reassured that that wasn't supposed to be done. Council Member Wroblewski asked Mr. Burgreen to state that despite concentrating on his own land it isn't a guarantee. Mr. Burgreen explained it's a spray with water and isn't dusting as they say but spraying on the ground but it's coming from an airplane but still has the same chemical. Council Member Wroblewski asked Mr. Burgreen if he was standing outside or if his kids were playing in the water would he want to be hit with the chemical. Mr. Burgreen shared that when the chemical is mixed a mask and gloves are used if you don't want to die. He explained that some of the chemicals are fungicides, and some are herbicides. Mr. Burgreen stressed it's just part of what they do and explained you just must be careful. Mayor Finley asked Director of Development Services Mary Beth Broeren when it came to the growth plan and policy with the schools it looked upon to eventually be residential and if so, what factored into the numbers collectively put together as a city. Mayor Finley asked during the growth policy back in 2018 if they knew the property would possibly go to residential. Director of Services Mary Beth Broeren affirmed that since she had been there a lot of properties wanted to be residential when the Westside master plan was done in 2016. She explained that a lot of the property was contemplated as becoming industrial. She acknowledged she couldn't remember if it included the particular parcel or to the west of it. She stated that she wouldn't say when

looking at growth numbers a number was assigned specifically to each parcel. Director of Development Services Mary Beth Broeren stated that she wouldn't say it was definitive that this was going to become residential in that general area. Council Member Spears shared that from what she remembered about that general area in the west master plan was between 200 and 300 residencies the entire area. Director of Development Services Mary Beth Broeren shared that she didn't remember the number but again it was thought the area would become a school facility. She replied that there was going to be industrial but certainly residential nearby. She explained that from a high-level planning perspective there would be land use shifts. Mayor Finley explained that he didn't understand the drainage, he stated that what he saw on the board the drainage is going from South to North. Mayor Finley clarified that it would mean it is going from Mr. Burgreen's property to his brother's. Director of Development Services Mary Beth Broeren explained that about 17 acres of Mr. Burgreen's property drains to the north of the subject property. Mayor Finley replied that he didn't understand why drainage was being discussed if his water was going onto his brother's property. Council Member Wroblewski explained what would happen once there were houses there. She said she believed the ground would not be able to seep in the overflow of drainage. Council President Seifert asked Director of Development Mary Beth Broeren what the requirements were from a standpoint of development and drainage. City Engineer Michael Johnson came forward and clarified that they're required to either meet or reduce runoff from the total site. He also stated that they'll choose a study point east or southeast of the pond. City Engineer Michael Johnson shared they'll use that as their study point and decide what the pre-development conditions are for runoff are in that area. He includes that they'll then apply their design to the density of houses, roads, sidewalks, driveways and rooftops. City Engineer Michael Johnson assured council at that point they'll design their Pond in such a matter that it will receive all the water from the water from the same area at a same or reduced rate. Council Member Seifert asked the City Engineer Michael Johnson about the size of the detention pond such as what kind of a wet period it is, whether it is designed for a 3x May period or is it designed for a hundred-year flood or such. City Engineer Michael Johnson explained to Council President Seifert that when they do

hydrology and modeling it's done at a 24-hour rate. He explained that typically it isn't done by the 30-day rainfall rate. He affirmed they usually see that it's a 24-hour 100-year event that is going to be more volume than a 30-day rain event. Council President Seifert asked City Engineer Michael Johnson if he could help address the infrastructure, traffic capacity and its current state on Bowers Road. City Engineer Michael Johnson shared that Andy Somers is a local guy and is used a lot by the city, he consults a lot on Madison traffic studies, and he believes that it doesn't require any upgrades to the infrastructure on Bowers Road immediately, however Mr. Somers believes some upgrades may be needed such as turn lanes at the intersection with Huntsville Browns Ferry Road. City Engineer Michael Johnson expressed that Andy Somers attributes that typical growth would require the city to do that. City Engineer Michael Johnson mentioned that Mr. Somers did come back and make an amendment and the amendment talked about verifying some of the traffic count numbers in the report and the report came back with less numbers. Council President Seifert asked City Engineer Michael Johnson his expert opinion if this item was approved with the current utilization of the road based on what its designed for would it be a negligible increase. City Engineer Michael Johnson shared that there currently is temporary closure in that area, but it is going to be rectified this summer. He shared that the 400 cars mentioned on top of lane closure could make it a different story; however, he pointed out that according to Andy's report it wouldn't be a problem. Council President Seifert asked City Engineer Michael Johnson to walk through the process at the standpoint of fixing issues after the fact as a city engineer after reviewing the analysis, and everything with his stamp of approval. City Engineer Michael Johnson stated he would let Daniel talk about his stamp on his engineering design, being that City Engineer Michael Johnson doesn't provide an engineering review. City Engineer shared that he does reviews on Methodology and City Ordinances. He reiterated to the council that if it met the ordinances, and the proper paperwork is brought forth and they've done a methodology that he considered to be consistent with what's typical, then he would approve it for that. City Engineer Michael Johnson expressed that as far as after the fact is issued a lot of times they work and do the best they can with the city. He shared that if there's things that they can do within easements that can help drainage issues sometimes

years after the fact. He pointed out that Mayor Finley shared that 20% of this area to the South drains toward his pond unless they are trying to build the houses well above grade, they are going to receive water. City Engineer Michael Johnson shared that we typically want people to work within the lay of the land and that it would be inconsistent for them to fill this and cause backflow. Council President Seifert asked Daniel Feld about his stamp on the drawing. Daniel Feld introduced himself as a registered licensed engineer in the State of Alabama. Daniel Feld stated that his stamp meant he did the drawings to the best of his ability and his stamp follows the drawings and is required to care, carry errors and omissions to cover any issue that could happen. He shared that as the process goes on it is the contractor's responsibility to make sure the erosion control, they put in is as designed are suitable and maintained. He shared that after a final inspection with the city and the whole thing is reviewed, he signs off on it saying it's up to design and he's responsible for it. He stated that when it's all said and done there will be a homeowner's association that will be required to maintain all the things mentioned. Mr. Feld said that if they don't do their job ultimately that's what's going to cause the failure. He indicated if there was just a gross miss on the design, he ultimately would be responsible. Mr. Feld stated that he didn't see that being an issue due to the size of the pond. He reassured the council that it's not a minimized pond for just drainage protection and it's there for both. He shared that because of the set aside that they need, they are required to have a large set aside which is almost a fifth or 23 % of the property. Mr. Feld mentioned they're choosing to create a huge amenity lake for that. He said it's not the bare minimum it's going to have a wet pond and there's going to be a 3 foot of fluctuation over 21 acres. He stated that they have the capacity to take care of that 100-year storm and more. Mr. Feld said if they were designing to minimize the pond or the size of this pond to create as many homes as possible and not use the whole area, he'd be a little more nervous. He shared that having such a huge area the 1 hilltop drains into, or 1 basin drains into he isn't concerned. Council President John Seifert asked Mr. Feld as a licensed engineer if he's signing his professional engineer license that he took a test and if he messed up, he would ruin his professional license. Mr. Feld said if he messed up, he'd be responsible. Council President Seifert reminded Mr. Feld that even if he was responsible after

a few mishaps, it would be reviewed by the board. Director of Development Services Mary Beth Broeren shared with the Council in regard to the traffic. She stated that a comp plan update had been done, and a traffic model indicated a buildout in 2045. She expressed that an exhibit in the comp plan showed the level of service on the collector roads and arterial roads in the city would be. She said that Bowers Road showed that it would still be an acceptable level of service, which is a b or c. But it would be acceptable once the entire Western area was built. Director of Development Services Mary Beth Broeren revealed that that's assuming certain road improvements go in. Council Member Wroblewski asked Director of Development Services Mary Beth Broeren if she could give a brief update on the Planning Commission update and what their vote was and if the Planning Commission had all the information including the traffic study to make their decision. Director of Development Services Mary Beth Broeren shared that the vote was 5 to 3 and the Planning Commission didn't have the last update to the traffic study. She stated that Mr. Anderson had it commissioned, and the city just received it about a week and a half ago. She shared that Mr. Anderson talked about the initial traffic analysis that was done that showed there wouldn't be a traffic issue from an engineering perspective. Council Member Wroblewski asked if there was additional development going on in that area. Director of Development Services Mary Beth Broeren shared an aerial that showed the Village of Oakland Springs to the east that isn't completed. She stated that the total area was expected to be about 500 single family homes that are still being built. Director of Development Services Mary Beth Broeren shared that East of The Village at Oakwood Springs, there is Madison Farms, and Madison Farms has only pulled a couple of building permits. She shared they're just at the very beginning stages on north of that you have Bellawoods. Director of Development Services Mary Beth Broeren stated that going south from the project site there is Powell Road, further east there is Heritage Hills. Director of Development Services Mary Beth Broeren stated that the On Track Plan Madison is on track. She reiterated that the current land use and its surrounding areas were considered. She shared that the plan contemplated residential for this subject site and residential to the north of it which keeps the area nearby as place type RTA which is the rural transitional place type. Rural transitional place type

would be the same as agricultural zoning which allows for homes, but it requires currently 3 acres per lot. Director of Development Services Mary Beth Broeren clarified that a change in the ordinance is being requested to only require 1 acre for a residential lot. She shared the property to the South is shown as RTA in the plan, the property to the West is shown as RTA. She pointed out that the property was a transitional property from the RTA to residential, with open space, to a more intense residential, as you get closer to Huntsville Browns Ferry. Council President Seifert asked Director of Development Services Mary Beth Broeren if homes could still be built under the current AG zone. Director of Development Services Mary Beth Broeren shared there's a variety of uses that are allowed under AG zoning. She stated that AG zoning required 3 acres per unit. She shared that almost 30 homes could fit if it gets approved, then they would be able to if the zoning State AG they'd be able to get 89 units on the property. Mr. Taylor, a current farmer, shared that there are many subdivisions already backed up to other farms and there aren't any issues. Mr. Taylor clarified that the sprayers that all the farmers use now have air inductive nozzles that push air inside the liquid to push it down to prevent drift. Mr. Taylor elaborated on crop dusting and replied that it had not happened in the area since the Toyota Mazda. Mr. Taylor shared that he didn't foresee any issues with chemicals due to new development. He stressed to council that the technologies that the farmers use were amazing and it did not affect GMO crops. He shared that a lot of the chemicals used were the same ones used by true lawn on personal properties spraying up to the door. He shared that some people say they don't want growth. He stated after pointing out slide that if he farmed that area, he wouldn't have any issues affecting what he was currently doing. Council President Seifert asked Mr. Taylor a question towards the PPE side. He shared a scenario of a lawn guy spraying his yard and while putting the chemicals in to spray, the lawn guy puts on a mask and gloves. He goes on to say he has a dog, and the lawn guy puts a note on the door saying don't let your dog out and lick the grass for the next 12 hours. Council President Seifert asked Mr. Taylor if the chemicals were any different than that. Mr. Taylor replied, stating that all the herbicides seen on the market were basically the same thing. Mr. Taylor explained that all the other subdivisions were being sprayed without any harm. Council President Seifert asked Director of Development Services Mary Beth

Broeren after looking at the current map if the plans for development were 4- or five-year build outs. He stated that it seemed longer than four or five years to him and he pointed out the economy did control that kind of market. He asked if they were in the Master study. He stated that with the school system homes were anticipated. He added with that the understanding of where and what the impact could be on the schools. Director of Development Services Mary Beth Broeren explained that those projects were not contemplated at the time, the growth committee was enacted and for example, Bellawoods. Madison farms, the Heritage Hills project and 1 other project that's further, south were kind of in the wings waiting for the growth committee to commit their work, conclude their work. But what was anticipated was that there were a certain number of residential units in that area. She shared that might not be a particular project because that project hadn't been conceived yet but there was a certain amount of growth. And so, the amount of growth that the growth committee contemplated is certainly accounted for. Director of Development Services Mary Beth Broeren clarified that the projects that have been approved with the comp plan have been put together on a development tracking multiple spreadsheets and counting the number of units that have been completed since 2021. She shared that they've put that together and we're tracking that many more units could get approved. She shared that it'll be a number of years before that number gets succeeded. Director of Development Services Mary Beth Broeren clarified something said in the public comments referring to this as being an annexation project and she clarified it's not an annexation project; it is a rezoning project only. Council Member Wroblewski shared her concerns stating there were different ways to spray the farm. You can spray it with the crop duster. You can walk through the farm wearing a kind of hazmat suit with a mask and gloves. She stated that she was concerned about overlay with chemicals in the yards that were sprayed, she shared that she didn't go out there and stand with the lawn service and talk with them she avoided the chemicals. Council Member Wroblewski shared she was concerned about how it was going to impact the neighborhood. She shared that she was concerned about the chemicals getting into the pond and getting into people's swimming pools. Council Member Wroblewski shared that there were 190 homes and not every home will have 2 adults in it.

She stated that some of those homes will have teenagers. She pointed out that 400 cars is the minimum due to most everybody having 2 cars plus having a teenager or 2. Council Member Wroblewski shared that she drove Bowers Road and her main concern is the infrastructure and pouring 400 cars out onto Bowers Road. She shared she had suggested putting a roundabout at Powell to the South and at Huntsville Brown Ferry road to the north. She said that there hadn't been an opportunity to do that. Council Member Wroblewski stated that the traffic study, as Michael shared, said we are okay now, but she pointed out something needed to be done in the future, and she shared that it may be good for a period of time that we can provide infrastructure services safely to the community. Council Member Wroblewski revealed that police need to be able to get to those homes safely. She shared the concerns that remain the same and included that it's not even including the impact 190 homes will have on the schools. Council Member Wroblewski reiterated for her it's the infrastructure. It's being able to get our First Responders there on safe roads where there's plenty of traffic moving, North and South that they're able to negotiate in that area. She added that she had driven on Bowers Road and if a fire engine was coming, she would have to pull off the road. Council Member Bartlett had a few questions and stated that she knew they were not quite at the development agreement yet, but she wanted to make sure she understood. She asked if there were only 2 exits out of the subdivision and she asked if both were going to be on Bowers Road. Director of Development Mary Beth Broeren disclosed that both exits would be on Bowers Road. Council Member Bartlett shared that she looked at the development agreement pacing and she recalled that the conversation was with a previous extension of another development agreement. Council Member Bartlett shared that she had noticed that the pacing wasn't there, and phasing wasn't a requirement. She stated that she remembered the argument was that it wasn't needed because they couldn't really bring in more than 30 homes, at a time because of the cost and the economy. Director of Development Services Mary Beth Broeren shared that most developers do not exceed 30 units and a lot of them only do 15 or 20 a year, depending on the price point. Council Member Bartlett asked if the current development agreement, based on a real quick

calculation with the detention pond because the first phase is of course, the 1 with the detention Pond, you've got to get that set up and you've spread it out about 60, 70, 60, to get to 190. Director of Development Services Mary Beth Broeren shared its about 63, 63, 64. Director of Development Mary Beth Broeren pointed out on the aerial map phase 1 (blue line). She shared that she was unsure which would be phase 2 or phase 3. Council Member Bartlett said that in that particular agreement, when it's phased it's mapped out not by year but by 18 months. She pointed out that if the same calculation that's been discussed before, where it was 30 homes a year. Council Member Bartlett stressed that the phasing is faster while doing 45 homes, Director of Development Services Mary Beth Broeren shared that in all the projects that they have been tracking the development agreements none of them have gotten anywhere close to even 40 units a year. She stated that what they've seen has been developers that asked for as high a number as they think they can get in a development agreement and that may be for investment purposes or what have you, they're trying to sell lots to builders. That doesn't mean that the lots are actually going to get developed in that time frame. And so, that's what's been happening. She stated she mentioned Heritage Hills, for example, also, 3 park preserve, they that they've done 15 units a year. She shared that of all the different projects they just do not go that high now. It's possible that a developer they'll sell to multiple builders and so multiple builders going concurrently they can go a little bit faster. However, this project has got very similar lots so there's going to be 1 builder. She reiterated that she wouldn't expect them to reach 63 units and finish that in 18 months. Council Member Bartlett expressed that the thought that pacing was too fast for her to agree to. She stated that the development agreement was a definite no for her because the pacing is off out of anything else that they've ever done. She pointed out that they've hadn't happened in an agreement, including last time when there wasn't any pacing, she voted no. Council Member Bartlett stated that she's never going to vote for something that goes faster than what they've found reasonable in the past. Council Member Bartlett asked to go back to the previous chart. She stated that there had been an internal discussion since she became a council member about Huntsville Browns Ferry when Bellawoods first came in, they had talked about that was a potential commercial corridor and

the need to widen that to improve that area at some point. Council Member Bartlett asked if there have been any discussions about future improvements in timelines, in terms of Bowers. Director of Services Mary Beth Broeren Bowers Road shared that Bowers Road has not been identified as a road that needs to be widened. She stated that when Skinner was the consultant, traffic subconsultant for the comp plan, they were the ones who did the traffic modeling, and they're the ones who based upon that traffic modeling recommended improvements to the roadway system. Director of Development Services pointed out that Bowers was not one that rose to that level, based upon anticipated growth, that's not to say that it wouldn't change at some point as discussed. She shared that they were working on the comp plan, the traffic analysis typically gets done every 5 to 10 years, depending on how much growth is occurring because conditions change. She stressed that the traffic needs reevaluated often due to what's happening around Madison and in Huntsville, north of Highway 72 and so forth. Director of development Services Mary Beth Broeren shared that because they don't control all the development it still impacts the city's roadway systems, the conclusions of a traffic modeling study could vastly change given the amount of growth in the county and in the City of Huntsville. She shared that based upon all the information that is given now a change to Bowers isn't recommended but could change in 5 years. She shared that Huntsville Browns Ferry Road has long been talked about needing to be widened to 5 Lanes, right 2 Lane travel, 2 travel Lanes in each Direction and a center turn lane. She shared that it's a difficult project because it is multi-jurisdictional involving the city of Madison, the City of Huntsville and Limestone County. She said that it is on the books to widen, and the traffic modeling does show that even with some improvements, it's still going to suffer from a level of service perspective. Council Member Bartlett shared that there are 2 property owners here, who we want to respect their desired use of their property. There's no one here that doesn't want to allow someone to improve their property that's already in the city. Council Member Bartlett shared that it's about timing. First and foremost, she said, when she looked at what they have out there in infrastructure, what they've planned for Road improvements she's concerned that the development is too fast. Council Member Bartlett shared that what they're proposing was in an area that is just not well suited if anyone that

has ever driven on Bowers Road would agree that the lanes are not what someone wants to have for their kids or yourself to drive safely on. Council Member Bartlett expressed that it's not a never, but it's not a great time to be trying to put that many homes in that place at this time. Council Member Spears shared that the phasing of the plan is concerning. She shared that she would also like to see something in the development agreement after the first phase should it come in, an assessment to make sure that the runoff is doing what they're told. She stated that if there's an issue that next phase cannot start until that is corrected. She shared that it would protect Mr. Burgreen's farm. Mayor Finley reminded Council Member Spears that Mr. Burgreen's water is going from south to north. Council Member Spears stated that she understood but as a fail safe she would like to see that written in the agreement. She shared that after the first phase; it will be assessed if there is a need for improvement. She shared that if what the developers have said is 100% correct, and there's no runoff, there's not going to be a reason to do anything. Council Member Spears said she would like to see the phases have a smaller number of homes in them and more phases than 3. Council President Seifert asked City Attorney Megan Zingarelli that if the topic that's up for a vote right now was just a rezoning and later have the actual development agreement. He asked if the rezoning passed could they make an amendment in the development agreement portion to accommodate what Council Member Spears mentioned. City Attorney Megan Zingarelli added that if the developer was open to it, the council could take a recess and work something out or continue it to the next council meeting to work on it a little bit more. Council President Seifert asked City Attorney Megan Zingarelli to continue both or just continue. City Attorney Megan Zingarelli expressed to Council President Seifert the decision was up to him. City Attorney Megan Zingarelli clarified that if the rezoning was really that of a land use issue and it was the health safety and welfare, the development agreement is about the deal. City Attorney Megan Zingarelli expressed that it was a pair that should go together, and she recommended to continue both of them. She shared that they could be separated, and the vote taken and work on the rest later. Council President Bartlett asked City Attorney Megan Zingarelli if there was a need to vote if the development agreement vote fails. Council President Bartlett shared that she was certain they should go together. She

shared that she doesn't mind continuing them both. However, she shared if she were to vote tonight because of health safety welfare with the current conditions of the roads and the 2 exits onto Bowers she would have to vote no tonight. Council President Seifert asked Council Member Denzine if she had any comments. Council Member Denzine shared that right now she thought it looked best suited as agriculture given all the parameters around it. She expressed that she believed to change it to from agriculture, at this point she would not do. Council President Seifert shared he was leaning the same way given the conditions and what he's hearing. He shared that at the same time he's torn from the standpoint of the data that he saw that showed drainage that went the other way. He shared that he had seen kids outside playing when True Green was out spraying, and he stated he hadn't seen a kid drop dead yet. Council President Seifert shared that he's not trying to play light of that and that it's just a reality. Council President Seifert shared that after taking a look at development from the standpoint of schools. He shared that they didn't want to overburden anyone, but he also stated he looked at what they had planned for this area, and it had not developed at the same pace in which they expected or anticipated. He stated that it was gone from what he understood and maybe he was mistaken but it was going less than they even allowed for it to do and what they thought it would do. Council President Seifert shared that he saw what Council Member Spears said from a gating mechanism such as adjusting the lots and the standpoint of the water. He shared that a lot of times reality versus what we see from data are two separate things. He added that it's how the data is gathered that creates accuracy. Council President Seifert shared that they could either vote on it tonight or they could continue it. Council Member Wroblewski stated that she wasn't sure continuing would help because she couldn't see anything changing in the next little bit with regard to infrastructure. She added that it's not like they're putting the roundabout at Powell and Huntsville Brownsferry and widening the road. Council Member Wroblewski shared that she would prefer them to go ahead and vote on it. Council President Seifert shared that he didn't discourage that idea, and he didn't see dollars going towards those roads in the future. The roll call vote was taken and recorded as follows:

Council Member John Seifert

Nay

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

Motion failed.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO 2025-175-R: AUTHORIZING A COMMERCIAL AID TO CONSTRUCTION AGREEMENT WITH HUNTSVILLE UTILITIES FOR THE RELOCATION OF POWER LINES ON PROJECT 23-010 | HUGHES AND OLD MADISON PIKE INTERSECTION (NOT TO EXCEED \$80,653.00 TO BE PAID FROM FUND 38)

Council Member Denzine moved to approve Resolution No. 2025-175-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO 2025-176-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC. FOR THE TOPOGRAPHIC AND RIGHT OF WAY SURVEY OF THE EAST SIDE OF HUGHES ROAD FROM EASTVIEW DRIVE TO CONGER ROAD FOR PROJECT 25-021 | HUGHES ROAD SIDEWALK (AMOUNT NOT TO EXCEED \$10,600.00 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Denzine moved to approve Resolution No. 2025-176-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

FIRE & RESCUE**RESOLUTION NO. 2025-188-R: APPROVAL TO PURCHASE 42' GOOSENECK TRAILER FROM LONE WOLF TRAILER CO., INC. (\$27,612.50 TO BE PAID FROM FIRE DEPARTMENT BUDGET AND REIMBURSED FROM ALEA GRANT FUNDS)**

Council Member Wroblewski moved to approve Resolution No. 2025-188-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

HUMAN RESOURCES**RESOLUTION NO. 2025-102-R: AUTHORIZING SOFTWARE AS A SERVICE AGREEMENT WITH EVERGREEN SOLUTIONS, LLC, FOR AN ONLINE PERFORMANCE EVALUATION SYSTEM (ANNUAL COST OF \$9,500 PER YEAR FOR THREE YEARS TO BE PAID FROM HR DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2025-102.-R Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

This is a first reading only

PLANNING

PROPOSED ORDINANCE NO. 2025-164: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT 2B OF A RESUBDIVISION OF TRACT 2 OF MARY MARGARET LANIER FROST LANDS (FIRST READING 05/27/2025)

Council Member Wroblewski moved to approve Proposed Ordinance No. 2025-164. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried

RESOLUTION NO. 2025-182-R: APPROVING DEVELOPMENT AGREEMENT WITH DAVIDSON HOMES, LLC (PERTAINING TO BOWERS ROAD PROJECT)

There wasn't a vote taken due to Proposed Ordinance No. 2025-129 being denied.

RESOLUTION NO. 2025-183-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MCCOMM GROUP FOR WAYFINDING PROJECT (\$15,000 TO BE PAID FROM PLANNING DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-183-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

This is a first reading only

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

This is a first reading only

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

This is a first reading only

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

Having no further business to discuss Council Member Seifert 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	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 7:55 p.m.

Minutes No. 2025-11-RG, dated June 9th, 2025, read, approved and adopted this 23rd day of June 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

Kerri Sulyma
Recording Secretary



**MINUTES NO. 2025-04-WS
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
June 09, 2025**

The Madison City Council met for a public work session on Monday, June 9, 2025, at 4:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the interviews began promptly at 4:30 p.m. by Council President John Seifert.

The following Council Members were in attendance:

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	Absent
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Police Chief Johnny Gandy, City Attorney Megan Zingarelli, Director of Facilities Gerald Smith, Fire Chief Brandy Williams, City Engineer Michael Johnson, Communications and External Affairs Officer Samantha Magnuson, Economic and External Affairs Officer Traci Gillespie, Director of Development Services Mary Beth Broeren, Director of Human Resources Kelli Bracci, Director of IT Chris White, Technology Coordinator Toby Jenkins, Director of Finance Roger Bellomy

MAIN STREET BRIEFING

Tricia Black and Shannon Fisher both gave an overview of Main Street Alabama. Main Street Alabama contains 34 designated communities, and 32 network members. Ms. Black explained how they have a four-point approach which is focused on revitalization. The points include, economic vitality, design, organization and promotion. There will be a community kickoff on July 17th at 6 pm.

POTENTIAL FOR MURALS EXPANSION INTO B2 AND B3

Director of Development Services Mary Beth Broeren gave an overview of the ordinance regarding expanding the mural expansion into B2. Ms. Broeren stated there has been a request for a property that is zoned B2 and B2 is currently a common commercial designation. The current proposal is for B2 and B3 is under evaluation. With the change the mural cannot cover more than 75% of the wall, unless the Mural Advisory Board allows. The mural that is being requested is on the building on Browns Ferry Road that houses PJ's Coffee and a new music store, Mason Music. The theme will be a jazz-inspired mural and is being sponsored by MVP.

Council President Seifert asked the Council if they would be willing to suspend the rules to vote on the ordinance to get the process started quicker.

TOYOTA FIELD PARKING LOT AND LANDSCAPING PLAN FOR PURPOSES OF NEAR-TERM IMPROVEMENTS

Council President Seifert explained that this discussion is to give Facilities Director Gerald Smith some guidance on the direction Council would like the parking lot to look like and the budget he will be working with. Mayor Finley asked when the plans would be ready, and Mr. Smith replied in about four weeks. Mr. Smith stated, to do a full parking lot, lighting, landscape, curbs and gutters, the estimated cost is 3.5 million dollars. If there is a variance and the land was only paved, the estimated cost is just under 1 million dollars. Mr. Smith addressed the landscaping in the existing parking lot saying that that parking lot landscape has some soil erosion happening and needs to be addressed in order to get it stabilized.

FUND 38 DETAILS

Mayor Finley gave an update on Fund 38, stating they currently have 24 projects that add up to about 38.2 million dollars. They are all at different percentages of completion. There will be money available for Council to determine where they would like to spend that money. Mayor believes he was quoted the balance to be somewhere in the range of 2.7 to 3 million dollars that is remaining.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 5:20 p.m.

Minutes No. 2025-04-WS, dated June 9th, 2025, read, approved, and adopted this 23rd day of June 2025.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

RESOLUTION NO. 2025-211-R**A RESOLUTION AUTHORIZING THE RENEWAL OF A PREVENTATIVE
MAINTENANCE AGREEMENT WITH STRYKER MEDICAL**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an agreement with Stryker Medical, which is the only FDA-approved service provider for its LIFEPAK products, for a renewed three-year Preventative Maintenance Agreement, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Quote No. 11103352", and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the conditions precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Stryker Medical in the amount and manner authorized by the proposed quote once accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of June 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 June 2025.

Paul Finley, Mayor
City of Madison, Alabama



3 Year PLT, BATT, PM - Renewal

Quote Number: 11103352

Version: 1

Prepared For: MADISON FIRE AND RESCUE

Attn:

Rep: Tyler Sanders

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Quote Date: 05/09/2025

Expiration Date: 08/07/2025

Contract Start: 04/21/2025

Contract End: 04/20/2028

Service Rep: Jim Steul

Email: james.steul@stryker.com

Delivery Address

Name: MADISON FIRE AND RESCUE

Account #: 20149495

Address: 101 MILL RD

MADISON

Alabama 35758-1039

Sold To - Shipping

Name: MADISON FIRE AND RESCUE

Account #: 20149495

Address: 101 MILL RD

MADISON

Alabama 35758-1039

Bill To Account

Name: MADISON MUNICIPAL
COMPLEX

Account #: 20149527

Address: 100 HUGHES RD

MADISON

Alabama 35758-1110

ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	36	6	20.0%	\$5,474.40	\$32,846.40
2.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	36	2	20.0%	\$4,269.60	\$8,539.20
3.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR Preventative Maintenance Batteries Service	36	4	20.0%	\$1,132.80	\$4,531.20
ProCare Annual Payment:							\$15,305.60

Price Totals:

Grand Total: \$45,916.80



3 Year PLT, BATT, PM - Renewal

Quote Number: 11103352
Version: 1
Prepared For: MADISON FIRE AND RESCUE
Attn:

Rep: Tyler Sanders
Email:
Phone Number:

GPO: CUSTOMER CONTRACT
Quote Date: 05/09/2025
Expiration Date: 08/07/2025
Contract Start: 04/21/2025
Contract End: 04/20/2028

Service Rep: Jim Steul
Email: james.steul@stryker.com

Paul Finley 06/ /2025
Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature 06/ /2025
Date

Stryker Authorized Signature Date

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at www.stryker.com/stnc The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a written agreement governing the purchase/sale of goods and/or services.

Starting Balance:

\$45,916.80

Date	Payment	Balance
04/21/2025	\$15,305.60	\$30,611.20
04/21/2026	\$15,305.60	\$15,305.60
04/21/2027	\$15,305.60	\$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48011186
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48011049
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669981
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48013354
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48011056
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48011306
2.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN90
2.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523IN93
3.0	PROCARE-SVC-AED-FIELD-REPAIR	48524025
3.0	PROCARE-SVC-AED-FIELD-REPAIR	41678789
3.0	PROCARE-SVC-AED-FIELD-REPAIR	41678786
3.0	PROCARE-SVC-AED-FIELD-REPAIR	42323897

Purchase Order Form

stryker®

Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number **11103352**

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	20149495
Company Name	City of Madison, AL
Contact or Department	Finance Department
Street Address	100 Hughes Road
Add'l Address Line	
City, ST ZIP	Madison, AL 35758
Phone	256-772-5600

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	Madison Fire & Rescue
Contact or Department	Richard Ennis
Street Address	101 Mill Road
Add'l Address Line	
City, ST ZIP	Madison, AL 35758
Phone	256-762-6003

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name **Finance Department**
 Email **ap@madisonal.gov**
 Phone **256-772-5600**

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name **Paul Finley**
 Title **Mayor**
 Signature _____
 Date **June , 2025**
 Attachment Stryker Quote Number

ATTEST:

Lisa D. Thomas, CMC
City Clerk-Treasurer
City of Madison, AL

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020



LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

RESOLUTION NO. 2025-215-R

**AUTHORIZING FUNDING FROM THE CITY COUNCIL
SPECIAL PROJECTS BUDGET**

WHEREAS, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931-00); and

WHEREAS, the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the course of the fiscal year and that are not otherwise provided for in the City's budget; and

WHEREAS, the City Council finds that an expenditure of public funds to repair the clock in historic downtown Madison meets a public purpose;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that an expenditure, which shall in no event exceed **one thousand five hundred dollars (\$1,500)**, is authorized from the Council Special Projects budget for the above-described purpose, and payment to, is hereby authorized.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of June 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 June 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-186-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH OHM ADVISORS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with OHM Advisors for professional surveying and design services for the Garner Street extension project (Project No. 25-017), said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to OHM Advisors in a total amount not to exceed **two hundred forty thousand dollars (\$240,000.00)**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of June 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 June 2025.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Orchard, Hiltz, & McCliment, Inc. (d/b/a/ OHM Advisors), located at 209 10th Avenue South, Suite 154, Nashville, TN, 37203, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional surveying and design services for the proposed project extending Garner Street to Madison Boulevard; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional surveying and design services, said services to be completed according to the Consultant's proposal dated May 29, 2025 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this

Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

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

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **two hundred forty thousand dollars (\$240,000.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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

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

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*James Robert Dearman, PE
Project Manager
OHM Advisors
209 10th Avenue South, Suite 154
Nashville, TN 37203*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

Attest:

Lisa D. Thomas, City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

*Professional Services Agreement
OHM Advisors
Page 6 of 8*

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

Notary Public

**OHM Advisors
Consultant**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

sc

§

COUNTY OF MADISON §

so

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

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

Notary Public



May 29, 2025

Honorable Paul Finley, Mayor
City of Madison
100 Hughes Road
Madison, AL, 35758

RE: Proposal for Professional Services – Garner St. Extension to Madison Blvd, 25-017

Mayor Finley,

Thank you for the opportunity to submit this proposal for professional services. This letter presents our understanding of the project and our proposed scope of services, time schedule, fee, and “Standard Terms and Conditions.”

Statement of Understanding

Based on email and a phone conversation on February 19th, we understand that the City of Madison (the City) is requesting a proposal for the survey and design of the Garner Street Extension from its current ending at Life Way to Madison Boulevard. We understand that the extension will match the typical section of roadway to the north, including an 8-foot-wide multiuse pathway. Furthermore, the City has requested design of a traffic signal at Garner St/Madison Blvd/Quarry Road with a pedestrian crossing for the multiuse path.

Scope of Services

The below represents the scope of services for the Garner St. Extension to Madison Blvd project to be completed by OHM Advisors (the Consultant).

- ▼ **Task 1 –Survey and Right-of-Way Acquisition Assistance:** Consultant will perform full topographical and boundary survey for the limits of the project (see attached Exhibit 2). The survey will be performed pursuant to the minimum requirements set forth by the AL Board of Examiners for Land Surveyors under the supervision of an AL Registered Land Surveyor. The horizontal locations will be based on the Alabama State Plane Coordinate System, East Zone, NAD 83 and vertical (NAVD 88) datums. The topographic survey will depict 1-foot contour intervals. The boundary and topographic survey will include locating existing improvements to the project area including buildings, visible structures, existing roadway, poles, fences, and property corners. Using project limits identified in Exhibit 2, the City will coordinate with utilities before field work begins to assist in locating underground utilities. Storm sewer and sanitary sewer inverts will be obtained. A drone aerial image will also be collected with the survey.

This project will require right-of-way to be acquired from neighboring properties. Consultant will assist the City by preparing legal exhibits and descriptions for up to three (3) parcels adjacent to the project. We understand right-of-way has already been obtained for the church property to the west of the project and the field to the north of the project. The scope includes one set of revisions to the exhibits.

Once right-of-way has been acquired by the City, Consultant will set new right-of-way corners at the project site.

- ▼ **Task 2 – 30% Design Plans:** Upon completion of the topographic and boundary survey, Consultant will begin preliminary design for the roadway and signal at a 30% design level for review and comment by the City. Design elements completed at this state include horizontal alignment, profile, geometric layout, and typical sections of the roadway. A conceptual drainage plan will be included with preliminary storm layout. Plans will be AutoCAD generated and consist of the following sheets:
- Cover Sheet
 - Project title, contact information, sheet index, location map
 - General Notes and Legend
 - Preliminary project general notes, graphic legend, and abbreviations
 - Typical Sections
 - Depict elements of the roadway corridor
 - Key Map Sheet
 - Includes page numbers of sheet for each section
 - Existing Conditions and Removal
 - Existing conditions (survey) and identifications of all items within project limits to be removed, relocated, adjusted, or protected
 - Construction Plan over Profile Sheets
 - Plan view showing horizontal alignments and layout, identification of above-grade site construction items, proposed right-of-way, conceptual drainage layout, and conceptual below-grade utility layout at top of sheet.
 - Profile showing vertical layout control of roadway centerline, showing existing and conceptual proposed utilities and drainage structures at bottom of sheet.
 - Signal Conceptual Base Plan
 - Utilize survey data to create Base Plans. Base Plan design will include a conceptual signal layout and will depict existing ROW and utility information. The signal plans will be created in AutoCAD format and will be designed using Alabama Department of Transportation (ALDOT) standards and specifications.

Task 2 Deliverables:

- *30% Design Plans at 20 scale*
 - *22"x34" PDF plan set*

- ▼ **Task 3 – 80% Design Plans:** After review by the City of the 30% plans, Consultant will attend a comment review meeting.

Also, an Initial Signal Design Meeting will be coordinated by Consultant to meet on site with the City of Madison and other pertinent utility representatives. Signal Conceptual Base Plans will be provided to all persons invited to the signal meeting. Potential conflicts will be mitigated to the extent possible at the meeting by relocation of proposed signal equipment. Consultant will assist if and where additional mitigation is required. Signal layout and operational requirements will be verified with the City during this meeting and electrical service and clearances to proposed signal equipment will be coordinated with Huntsville Utilities.

Consultant will prepare design plans at an 80% design level for the roadway. Comments from the City's review will be incorporated into the design, and various elements of the design will progress. Horizontal alignment, profile, geometric layout, and typical sections of the roadway will be substantially completed. A drainage plan will be completed, with inlet locations identified and checked for spread, pipes sized for conveyance and velocity, and a complete model built in Hydrocad modeling software. Additional elements of design will be completed including erosion control, traffic control, signing and striping. A complete 3D model of the roadway will be developed in AutoCAD-Civil3D. Design plans will be AutoCAD generated and consist of the following sheets:

- Cover Sheet
 - Project title, contact information, sheet index, location map
- General Notes and Legend
 - Project notes, graphic legend, and abbreviations
- Summary of Quantities

- Table depicting project quantities based on ALDOT unique pay items.
- Typical Sections
 - Depict elements of the roadway corridor
- Roadway Details
- Key Map Sheet
 - Includes page numbers of sheet for each section
- Existing Conditions and Removal
 - Existing conditions (survey) and identifications of all items within project limits to be removed, relocated, adjusted, or protected
- Construction Plan over Profile Sheets
 - Plan view showing horizontal alignments and layout, identification of above-grade site construction items, proposed right-of-way, drainage layout, and below-grade utility layout at top of sheet.
 - Profile showing vertical layout control of roadway centerline, showing existing and proposed utilities and drainage structures at bottom of sheet.
- Erosion Control
 - Design of erosion prevention and sediment control BMPs to meet applicable local and state regulations. Depiction of project BMPs and proposed and existing topographic contour lines.
- Traffic Control Plan
 - Plan sheets showing construction staging, detour routes, and work zones during construction.
- Signing and Striping Plan
 - Plan sheets showing road signs and pavement markings
 - Sign summary table on sheets
- Signal Plan
 - Utility Coordination: Where possible, Consultant will design all proposed signal equipment to avoid overhead, and underground utilities based on the utility information acquired by record information and Alabama 811 markings. Where potential utility conflicts are anticipated, a utility coordination meeting will be used to discuss resolutions and Consultant will assist with further coordination, as necessary.
 - Plan preparation: Consultant will incorporate the information gained at the Initial Signal Design Meeting into the Signal Plan. The Signal Plan features will include plan views, general traffic signal notes, and tables for supporting structures, phasing diagram, signal heads, estimated equipment and material schedule, detector schedule, suggested timings, and conduit and conductor schedule. Consultant will follow the ALDOT Traffic Signal Design Guide and Timing Manual for this project.
- Cross-Section Sheets
 - Depiction of roadway cross-sections along design roadway at 50-ft intervals and at centerline of all driveways and side streets

Additionally, an engineer's estimate will be completed using project quantities, ALDOT specifications and current ALDOT unit-bid prices. Consultant will distribute plans and facilitate one utility coordination meeting with private and public utilities. At this point in the design, any right-of-way and easements should be set, and Consultant will submit exhibits and legal descriptions for up to three (3) parcels.

Task 3 Deliverables:

- 80% Design Plans at 20 scale
 - 22"x34" PDF plan set
- Engineer's construction estimate
- Right-of-way exhibits and legal descriptions for up to three (3) parcels.

- ▼ **Task 4 – Final Design Plans:** After review by the City of the 80% plans, Consultant will attend a comment review meeting. Consultant will then prepare design plans at a 100% design level for the roadway and signal. Comments from the City's review will be incorporated into the design, and final elements of the design will be completed. The plan sheets listed above will be revised as necessary, and detailed grading sheets depicting detailed grades for drainage, ADA compliance, and construction will be developed. Additionally, a final engineer's construction estimate will be completed, and any project specific specifications will be written and included in the plans. Once submitted, Consultant will address one final round of review comments from the City and resubmit.

Additionally, Consultant will attend the pre-bid meeting to answer questions and will prepare up to three (3) addendums during the bid advertisement period.

Task 4 Deliverables:

- *Final Design Plans at 20 scale*
 - *22"x34" PDF plan set*
- *Final Engineer's construction estimate*
- *AutoCAD base files*
- *Up to three (3) addendums during bid advertisement period*

- ▼ **Task 5 – Environmental Permitting:** This task will cover environmental permitting for wetland impact permitting through the Army Corp of Engineers (ACOE) and construction general permit for Alabama Department of Environmental Management (ADEM).

Consultant will prepare a detailed project narrative, compile site plans, cross-sections, and other available drawings illustrating the proposed project. This will also include previously submitted wetland delineation data including maps and area of impacts. Next, in accordance with ACOE requirements, Consultant will develop a comprehensive plan demonstrating how impacts to jurisdictional waters have been avoided and minimized to the maximum practicable extent, and how impacts will be compensated through appropriate mitigation measures. Following the comprehensive plan, Consultant will develop an evaluation of alternative sites, configurations, and methods that would avoid or minimize impacts to jurisdictional wetlands and will include justification as to why the proposed approach is the least impactful to existing wetlands and is the practicable alternative to meet ACOE requirements. Finally, Consultant will submit all necessary permit documents and be the point of contact for all communication with ACOE through permit approval.

Additionally, Consultant will assist the City by submitting for ADEM construction general permit and prepare the Construction Best Management Practices Plan (CBMPP).

Task 5 Deliverables:

- *ACOE permit submittal*
- *ADEM permit submittal*
- *CBMPP*

- ▼ **Task 6 – Geotechnical Investigation and Report:** A geotechnical investigation will be conducted and resulting geotechnical report will be prepared by a subconsultant subcontracted by Consultant. The geotechnical investigation will include soil borings and analysis for pavement section recommendations and signal pole foundation recommendations. The geotechnical task will be initiated at the beginning of Task 3 work.

Task 6 Deliverables:

- *Geotechnical report*

- ▼ **Task 7 –Hydro-Excavation:** A hydro-excavation subcontractor will assist as-needed in locating the vertical depth of underground utilities where depths needed for design. One day of hydro-excavation is included in this proposal (approximately 5 potholes no greater than 9’ deep).

Schedule

OHM Advisors is available to commence with this assignment within 14 days upon approval and execution of this Letter Proposal. The below schedule represents approximate durations of task. This schedule does not include the City’s review periods.

DESCRIPTION	DURATION
Task 1 - Topographic and Boundary Survey	4 weeks
Task 2 - 30% Design Plans	6 weeks
Task 3 - 80% Design Plans	8 weeks
Task 4 - Final Roadway Design Plans	6 weeks
Task 5 - Environmental Permitting	4 weeks – concurrent with Task 4
Task 6 - Geotechnical Investigation and Report	4 weeks – concurrent with Task 3

Potential schedule related items that may impact task durations are as follows:

- ▼ Task 5 duration is through submittal to review agencies. Agencies’ review time is not included.
- ▼ Availability of Client to meet and to review content provided.
- ▼ Restrictions due to unforeseen disruptions such as natural disasters, and/or world health issues.

Compensation

OHM Advisors will provide the above-outlined professional services and will be compensated on a lump sum basis (less Task 7 – Hydro-Excavation) per the table below. We will notify you in advance if we become aware of unforeseen conditions impacting the cost of services. We will not exceed the total proposal amount without the City’s prior written approval. Consultant will be reimbursed by the client for expenses that may include transportation, lodging, or other purchases authorized by the client.

A breakdown of the fee by task is provided for informational and tracking purposes. It is possible that some tasks may be higher, and some may be lower than this estimate, but we will not exceed the total for all tasks. The fee breakdown by phase will be as follows:

Description	Amount	Fee Type
Task 1: Survey and Right-of-Way Acquisition Assistance	\$ 42,000	Lump Sum
Task 2: 30% Design Plans	\$ 52,000	Lump Sum
Task 3: 80% Design Plans	\$ 68,000	Lump Sum
Task 4: Final Design Plans	\$ 43,000	Lump Sum
Task 5: Environmental Permitting	\$ 16,000	Lump Sum
Task 6: Geotechnical Investigation and Report	\$ 14,000	Lump Sum/Sub
Task 7: Hydro Excavation	\$ 5,000	Time & Materials/Sub
TOTAL	\$ 240,000	

Contract Terms and Conditions

Exhibit 1 (attached), “Standard Terms and Conditions,” is incorporated into this proposal by reference.

Exclusions

- ▼ Geometric design changes or corridor improvements not stated above
- ▼ Design services beyond project limits as shown in Exhibit 2
- ▼ Wetland delineation and environmental studies – we understand all necessary field tasks have been completed and are currently valid
- ▼ Wetland functional assessment, endangered species survey, cultural resources survey, and water quality certifications
- ▼ Utility relocation or improvement design such as water main or sanitary sewer
- ▼ Traffic counts
- ▼ Signal warrant analysis or traffic studies
- ▼ Photometrics and lighting design
- ▼ Landscape and irrigation design
- ▼ Specification front-end documents
- ▼ Construction administration services (shop drawings, RFIs, punchlist, etc.)
- ▼ Construction inspection services
- ▼ Bidding administration services beyond attending the pre-bid meeting and preparing up to (3) addendums during the advertisement period
- ▼ Right-of-way and construction staking
- ▼ Construction materials testing
- ▼ Permit fees
- ▼ Other services not explicitly stated in this contract

Note that some of the services listed above may be added under this contract at request from the City. If requested, Consultant will provide an Amendment to the Letter Proposal outlining the specific Scope of Services to be added. Compensation and schedule for the Additional Services will be detailed within the Amendment.

Client Responsibilities

- ▼ Coordinate with utilities to have utilities marked within project limits shown on Exhibit 2 before topographic survey begins.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed.

Thank you for the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me.

Sincerely,
OHM Advisors

Acceptance
City of Madison

Name James Robert Dearman
Title Project Manager

Date

Paul Finley
Mayor

Date

Exhibit 1: Terms and Conditions
Exhibit 2: Project Limits

Exhibit 2

Garner St. Extension Project Limits

Item A.



RESOLUTION NO. 2025-196-R**A RESOLUTION AUTHORIZING AN AGREEMENT
WITH URETEK USA, INC., FOR REPAIR TO KELVINGROVE DRIVE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City, a public works repair contract with URETEK USA, Inc., which is the sole provider of the requested void-fill and stabilization process, for the repair and renovation of Kelvingrove Drive, substantially similar in intent and purpose to the attached Contractor Agreement and Proposal for Void-Fill and Stabilization – Kelvingrove Drive, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of June 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 June 2025.

Paul Finley, Mayor
City of Madison, Alabama



The URETEK Method™
Deep Injection™

January 18, 2025

Ms. Michelle Dunson, P.E., CFM
Deputy City Engineer
City of Madison
100 Hughes Road
Madison, AL 35758

RE: Proposal for Void-fill and Stabilization – Kelvingrove Drive – Madison, AL

Ms. Dunson:

URETEK USA, Inc. (URETEK) proposes to fill voids, stabilize soils, and lift the subsided areas of pavement on Kelvingrove Drive, utilizing the **URETEK Deep Injection Process**. The repair will be performed utilizing the high-density, hydro-insensitive polyurethane polymer, URETEK 486Star. URETEK will provide all supervision, labor, materials, supplies, insurance, tools, and equipment necessary to complete the repair. Maintenance of traffic is not included in this proposal. A quote for maintenance of traffic can be provided upon your request.

URETEK offers this ground densification process as a permanent repair method to stabilize soil-supported structures. The lightweight nature of the URETEK material when compared to competing cementitious products used for the same purpose, allows for a shallower scope of injections that essentially transfers the loads across weaker layers of soil deeper down without the necessity of injecting full depth to a deeper load-bearing stratum. For this proposal we have assumed the injection elevations indicated in ATTACHMENT #1.

Since it is not possible to accurately verify the size and extent of all possible voids and soil conditions in the project area, all work will be performed and invoiced under the unit-price method. However, based on our observations of the project areas and information provided, I would estimate the cost to fill voids, stabilize the soils, and lift the subsided pavement, if required, to be \$246,187.50. This estimated cost is based upon 39,390 pounds of URETEK 486Star being required to complete the repair. If less than the estimated pounds of URETEK 486Star is required to complete the repair you will only be invoiced for the amount of material actually injected at \$6.25 per pound. Due to unknown conditions, should any additional URETEK 486Star be required to complete this repair, it would be invoiced at \$6.25 per pound. We will not inject any material above the total estimated pounds without your prior approval.

URETEK developed the URETEK Deep-Injection process for filling voids, stabilizing and increasing the load-bearing capacity of soils under asphalt and concrete pavements utilizing expanding polyurethane polymers. We have been providing these services to Departments of Transportation for the past thirty-seven years.

All work under this proposal shall be performed under and subject to the attached Specifications (EXHIBIT I) and the attached Terms and Conditions (EXHIBIT II). Any



URETEK USA, Inc.
482 Hannah Road
Newnan, GA 30263

(404) 310-2508
Fax (630) 839-0761
www.uretekusa.com

Ms. Michelle Dunson, P.E., CFM
January 18, 2025
Page Two

Contract or Purchase Order covering work performed from this proposal shall include and reference this proposal, including said Specifications and Terms and Conditions.

The contract, purchase order, or change orders should be made to:

URETEK USA, Inc.
P.O. Box 1929
Tomball, TX 77377-1929

ATTN: Robert D. Emfinger

Email: remfinger@uretekusa.com
Phone: 404-310-2508
FAX: 630-839-0761

We look forward to working with you on this project. If you have any questions or need any additional information, please contact me.

Sincerely,



Robert D. Emfinger

Attachments (4)

EXHIBIT I**PAVEMENT STRUCTURE AND FOUNDATION SOILS STABILIZATION,
AND LIFTING WHERE NECESSARY, UTILIZING A TWO-PART 1:1 BY
VOLUME, WATER RESISTANT, HIGH DENSITY POLYURETHANE (HDPF)****DESCRIPTION:**

This work shall consist of soil densification to strengthen base and sub-base soils under flexible asphalt, concrete, or composite pavement, and structures such as bridge approaches with sleeper slabs, by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths, as shown on the plans or as directed by the Engineer or as determined from the results of Penetrometer tests, while monitoring for movement at the surface. If required, injection of material shall continue as needed to lift the pavement to grade.

MATERIAL:

1. The material for stabilizing, raising, filling voids, and undersealing pavements shall be a water blown, closed cell, high-density polyurethane system with the following physical characteristics and properties:

Technical Property	Requirement
Density, min., per ASTM D1622 (air rise)	4.0 lbs / ft ³
Compressive strength, min., per ASTM D 1621	60 psi
Density, max., per ASTM D1622 (air rise)	4.2 lbs / ft ³
Curing Rate	90 percent of compressive strength within 15 minutes after injection

2. Non-shrink grout to patch drill holes. Supplied by an approved manufacturer and used within the shelf life and temperature limitation set by the manufacturer.

EQUIPMENT:

The contractor shall provide at a minimum, the following equipment:

Pumping Units. Truck-mounted pumping unit(s) capable of injecting the high density polyurethane material beneath the pavement. The pumping unit shall be capable of controlling the rate of flow of material as required to lift the pavement and prevent pavement blowouts. The unit shall be equipped with certified flow meters for each chemical component to measure the amount of each chemical injected at each location and for quality control to check the mix ratio. The certified flow meters shall have a digital output in both pounds and gallons.

1. Pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane component materials.
2. Pneumatic or electric drills capable of efficiently drilling 5/8" diameter injection holes through the pavement without damaging the structural integrity of the existing pavement.
3. Laser levels or dial indicator devices to monitor movement at the surface of the pavement and to lift to proper grade as needed.
4. A portable dynamic cone penetrometer for on-site soils investigation.
5. All necessary light towers, electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.

CONSTRUCTION REQUIREMENTS:

The contractor shall perform the following and obtain approval from the client prior to injection of any polymer:

1. The contractor shall provide a pavement profile from laser level measurements of each area including proposed target elevations to correct the settlement of the pavement.
2. When requested by the client, contractor shall perform a DCP test. The DCP will be used by the client to determine whether or not the process of undersealing / slab lifting will provide a long-term solution.
3. Using the certified flow meters, a quality check shall be performed on the ratio of the two-part chemical system. The part A (Resin) to the part B (ISO) ratio by volume should be 1:1. Prior to performing the work each day, the contractor shall reset the flow meters on the pumping units to zero. The contractor shall perform a test shot of material from 1 injection gun at a time with a minimum of 0.5 gallons of each material, comparing the digital output in gallons of resin to the gallons of ISO to determine the injected ratio. If the ratio is less than 0.95 or greater than 1.05, the system is to be checked for problems, adjusted, and the ratio rechecked until a proper ratio is assured. Contractor shall repeat the quality check for all the injection guns to be used on the project. The Contractor shall submit with other bid documents the most recent calibration documents for the flow meters.
4. Continuous laser level or dial indicator micrometer readings shall be in place and monitored by the contractor during injection to determine proper material usage to lift the concrete to within +/- one-eighth inch of the target elevation.

5. The contractor will be responsible for any pavement blowouts, excessive pavement lifting or pavement damage that may occur as a result of the contractor's work. The contractor shall repair any subject areas to the satisfaction of the engineer at the contractor's expense.

BASIS OF PAYMENT:

The accepted quantities of polyurethane material as displayed by the certified flow meters will be paid for at the contract unit price.

EXPERIENCE:

The Contractor, as well as, the project supervisor proposed for the project must have a minimum of five (5) years' experience injecting expansive polymers beneath concrete pavement. As part of the bid submittal, Contractor must submit evidence of prior experience such as prior specifications and bid documents as well as client references to demonstrate the minimum three-years' experience.

SAFETY:

The Contractor must have a comprehensive Safety Manual pertaining to the equipment, material, and process, demonstrating capability of safely conducting the work.

WARRANTY:

A two-year unconditional warranty against settlement of more than 1/4" of the pavement. If settlement of more than 1/4" in the injected areas occurs, Contractor shall return to inject the affected area to lift to proper grade at no additional charge to the owner. One exception to warranty – if the DCP tests reveal deeper problems and the owner does not authorize payment to address these issues, warranty will not be valid.

EXHIBIT II**TERMS AND CONDITIONS**

The Customer understands that the URETEK processes involve drilling 3/4" holes through the pavement, installation of injection tubes, and the injection of URETEK synthetic resins, which expand to fill voids and realign structures and pavement.

URETEK carries workman's compensation and limited general liability insurance.

URETEK will not be responsible for or repair damage to utilities, including but not limited to, electrical or telephone cabling, drain, fire sprinkler, sewer and/or water lines. URETEK will not be held liable for any damage to other parts of the structure or finish work within the work area, which may result from void filling or structure realignment and will not repair such damage.

Area of work will be left free from trash and debris related to the work of URETEK crews.

URETEK makes no representations and will not be responsible for any damage to the repair area caused by ground subsidence or settlement of native soils, subsoil conditions, structural problems, dynamic or static loads much higher than the design loads at the time of the URETEK intervention, damages caused by excavations, product tampering, natural catastrophes (storms, floods, drought, tides, earthquakes, explosions, fire, etc.).

URETEK warrants that the materials injected will not shrink or deteriorate for a period of ten (10) years from the date of injection. During the warranty period, URETEK will replace, by re-injection, any material that fails to perform as warranted. This limited warranty supersedes any other warranties, expressed or implied.

Where bonding is required, the Warranty in the Contract will be as follows:

URETEK warrants to the Owner that: (1) materials and labor under this Contract are guaranteed for a period of one year from the date of final acceptance; (2) materials furnished under this Contract will be new and of good quality; (3) the Work will be free from defects not inherent in the quality required.

This proposal is subject to State and local sales and use taxes, as applicable, unless client provides acceptable exemption certification.

Customer will provide –

- Adequate access to the work sites.
- Any necessary authorizations or permits.
- Traffic control lane closures during the work shifts.
- Customer or representative on site during the time work is taking place.

This proposal is valid for 60 days from the date of this proposal.



www.uretekusa.com

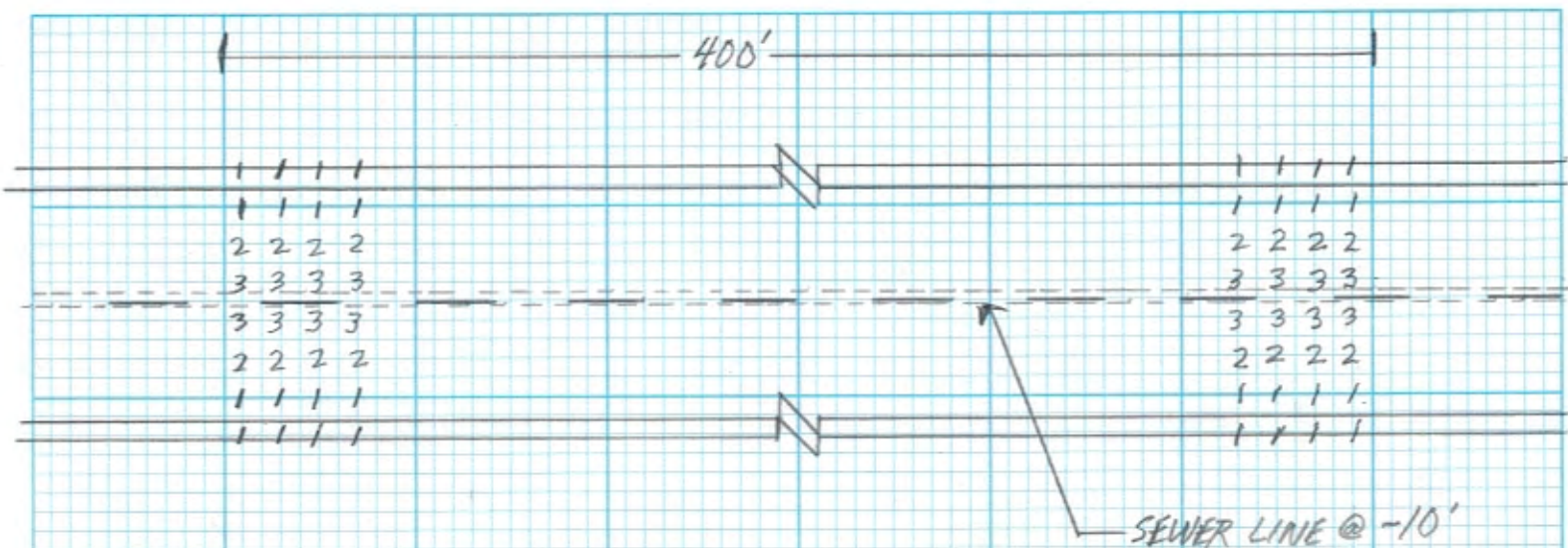
Client: CITY OF MADISONLocation: KELVINGROVE DRIVEMADISON, ALBy: R. EMFINGER Date: 1/18/25Title: STABILIZATION"NOT TO SCALE"

Scale

0 10 20

Notes:

ATTACHMENT

345.73761050 / -86.76240615URETEK DEEP INJECTION -1 INJECTIONS @ -4'2 INJECTIONS @ -4' & -8'3 INJECTIONS @ -4', -8', & -12'

City of Madison
Madison, AL
Kelvingrove Drive

34.73761050 / -86.76240615
Madison County

Cost Estimate

Description	Number of Injections	Estimated Lbs. Per Injection	Estimated URETEK 486 (Lbs.)
<u>URETEK Deep Injection -</u>			
URETEK Soil Stabilization @ -4'	808	25	20,200.000
URETEK Soil Stabilization @ -8'	404	30	12,120.000
URETEK Soil Stabilization @ -12'	202	35	7,070.000
Estimated URETEK 486 - Soil Stabilization			39,390.000
@ Cost Per Pound			\$ 6.25
			<u>\$ 246,187.50</u>
<u>URETEK - Undersealing and Slab Lifting</u>			
Estimated URETEK 486			-
@ Cost Per Pound			\$ 6.25
			<u>\$ -</u>
Total Estimated Cost			<u>\$ 246,187.50</u>

City of Madison
Kelvingrove Drive
Madison, AL

34.73761050 / -86.76240615
Madison County

Item B.



City of Madison
Kelvingrove Drive
Madison, AL

34.73761050 / -86.76240615
Madison County

Item B.



City of Madison
Kelvingrove Drive
Madison, AL

34.73761050 / -86.76240615
Madison County

Item B.



Kelvingrove Drive - Stabilization

Madison County

Legend



34.73761050 / -86.76240615



34.73761050 / -86.76240615

Google Earth

Image Landsat / Copernicus



400 ft

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of **June** 2025, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and URETEK USA, Inc., hereinafter referred to as the “Contractor.”

WITNESSETH:

1. Scope of Work: For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to fill voids, stabilize soils, and lift the subsided areas of pavement on Kelvingrove Drive as specified in Contractor’s proposal, Exhibit A (the “Work”), in accordance with Owner’s plans, specifications, and directions. Exhibit A, which is Contractor’s proposal dated January 18, 2025, is attached to this Agreement and incorporated into it by reference.

2. Compensation: For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **two hundred forty-six thousand one hundred eighty-seven dollars and fifty cents (\$246,187.50)**, Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Notices:

All notices to the City shall be addressed as follows:

Engineering Department

Attn: Director

100 Hughes Road

Madison, Alabama 35758

With a copy to:

City of Madison Legal Department

Attn: City Attorney

100 Hughes Road

Madison, Alabama 35758

All notices to Contractor shall be addressed as follows:

URETEK USA, Inc.

428 Hannah Road

Newnan, GA 30263

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

URETEK USA, Inc.
CONTRACTOR

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public



June 18, 2025

To Whom it May Concern:

This is to certify that URETEK USA, Inc. (URETEK) holds the exclusive license under U.S. Patent No. 10,465,355 B2 (Injection Tube Countersinking) dated November 5, 2019. URETEK is the sole source provider in the United States and its territories for utilizing the injection tube countersinking process.

URETEK has not and will not train, license, or equip any party outside of URETEK to distribute, resell, or perform the injection countersinking process in the injection of structural polymers to stabilize soils and lift subsided pavements.

Sincerely,

URETEK USA, Inc.

A handwritten signature in black ink, appearing to read "Robert D. Emfinger", is written over a light gray horizontal line.

Robert D. Emfinger

URETEK USA, Inc.
PO Box 1929
Tomball TX
77377-1929

13900 Humble Rd
Tomball TX
77375

T: 888-287-3835
T: 281-351-7800
F: 281-351-0884

RESOLUTION NO. 2025-200-R**A RESOLUTION ACCEPTING INTO PUBLIC USE AND
MAINTENANCE THE SUBDIVISION IMPROVEMENTS FOR
WINDERMERE, 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 June 23, 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 Windermere Subdivision, Phase 3, as recorded in the Madison County Probate Office in Plat Book 2025, Pages 117-119.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of June 2025.

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

ATTEST:

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

APPROVED this _____ day of June 2025

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: WINDERMERE SUBDIVISION, PHASE 3

Principal: PREMIUM PROPERTIES, LLC

Bond No: 555922 Amount: \$138,360.89 LOC X Cash

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

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

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

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

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

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: Windermere Subdivision, Phase 3

Plat Book: 2025 Page: 117-119 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: 04/16/2025

Developer: Premium Properties, LLC

Address: 150 Heathrow Drive, Florence, AL 35633

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: 04/16/2025

Consulting Engineers: Morell Engineering, Inc.

Address: 305 Church St. SW, Ste. 725, Huntsville, AL 35801

By: 

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

Subdivision: Windermere Subdivision, Phase 3

Plat Book: 2025 Page: 117-119 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 5th day of May, 2025, 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.



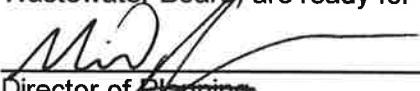
Board Chairman

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



**IRREVOCABLE LETTER OF CREDIT
(FOR SUBDIVISION MAINTENANCE BOND)**

Beneficiary:

City of Madison
100 Hughes Road
Madison, AL 35758
(hereinafter "CITY")

Applicant:

Premium Properties, LLC
150 Heathrow Drive
Florence, AL 35633
(hereinafter "Developer")

Bank:

CB&S Bank
521 Madison Street SE
Huntsville, AL 32580
(hereinafter "Bank")

Subdivision: Windermere Subdivision, Phase 3 for Roads, Drainage, etc.

LOC NO. 555922

Amount: \$138,360.89

Note Date: 06/05/2025

LOC Date: 06/23/2025

Expiration: 07/23/2027

(25 months after date)

This is a corrective letter of credit to replace letter of credit in the amount of \$138,360.89 dated 06/09/2025 and expiring on 07/09/2027 and to correct the issue and maturity date. The original letter of credit referenced is no longer valid upon receipt of this corrective letter of credit and is to be returned to CB&S Bank.

We hereby establish our Standby Irrevocable Letter of Credit ("LOC") in favor of CITY for the account of DEVELOPER for the purpose of securing a Maintenance Bond for Subdivision Improvements submitted by DEVELOPER as a condition for acceptance of the referenced subdivision into the City's Maintenance Program. This LOC shall be valid up to the amount above stated. It shall be available for draft by the CITY at sight drawn to BANK on or before the expiration date.

"This draft is made against the attached LOC submitted to the City of Madison by the referenced DEVELOPER as security for a maintenance bond posted upon application for acceptance of the subdivision improvements referenced therein. We hereby certify that the referenced subdivision improvements are defective or in need of repair, and that DEVELOPER has been given a reasonable opportunity to cure such defects or make such repairs, yet has failed to do so. Funds drawn under the attached LOC and received from BANK will be used to cure such defects or make such repairs."

We hereby engage with *bona fide* holders that drafts drawn strictly in compliance with the terms of the LOC and any amendments thereto on or before the close of business on the referenced expiration date shall meet with due honor upon presentation to BANK.

Except as otherwise stated, this LOC is subject to the "Uniform Customs and Practices for Documentary Credit" (2007 revision), International Chamber of Commerce Publication 600 ("UCP"). As to matters not covered by the UCP, this credit is subject to and governed by the laws of the State of Alabama.

Additional terms or conditions: _____

BANK: CB&S BANK

By: _____


Clint Kirkland Executive Vice President



P.O. Box 910 | Russellville, Alabama 35653 | 877-332-1710 | cbsbank.com



RESOLUTION NO. 2025-201-R**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE
THE SUBDIVISION IMPROVEMENTS
FOR WINDERMERE, PHASE FOUR**

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 June 23, 2025, the City of Madison accepts for public use and maintenance the streets, drainage, and utilities within the rights of way and easements dedicated for Windermere Subdivision, Phase 4, as recorded in the Madison County Probate Office in Plat Book 2025, Pages 121-123.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of June 2025

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

ATTEST:

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

APPROVED this _____ day of June 2025

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: WINDERMERE SUBDIVISION, PHASE 4

Principal: PREMIUM PROPERTIES, LLC

Bond No: 555924 Amount: \$64,670.67 LOC X Cash

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

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

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

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

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

WITNESS

PRINCIPAL

By:

Its:

APPROVED:

City Engineer

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: Windermere Subdivision, Phase 4

Plat Book: 2025 Page: 121-123 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: 04/16/2025

Developer: Premium Properties, LLC

Address: 150 Heathrow Drive, Florence, AL 35633

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.

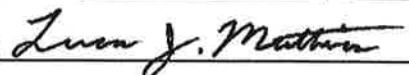
This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

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: 04/16/2025

Consulting Engineers: Morell Engineering, Inc.

Address: 305 Church St. SW, Ste. 725, Huntsville, AL 35801

By: 

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

Subdivision: Windermere Subdivision, Phase 4

Plat Book: 2025 Page: 121-123 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.



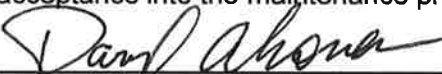
General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 5th day of May, 2025, 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



**IRREVOCABLE LETTER OF CREDIT
(FOR SUBDIVISION MAINTENANCE BOND)**

Beneficiary:

City of Madison
100 Hughes Road
Madison, AL 35758
(hereinafter "CITY")

Applicant:

Premium Properties, LLC
150 Heathrow Drive
Florence, AL 35633
(hereinafter "Developer")

Bank:

CB&S Bank
521 Madison Street SE
Huntsville, AL 32580
(hereinafter "Bank")

Subdivision: Windermere Subdivision, Phase 4 for Roads, Drainage, etc.

LOC NO. 555924

Amount: \$64,670.67

Note Date: 06/05/2025

LOC Date: 06/23/2025

Expiration: 07/23/2027

(25 months after date)

This is a corrective letter of credit to replace letter of credit in the amount of \$64,670.67 dated 06/09/2025 and expiring on 07/09/2027 and to correct the issue and maturity date. The original letter of credit referenced is no longer valid upon receipt of this corrective letter of credit and is to be returned to CB&S Bank.

We hereby establish our Standby Irrevocable Letter of Credit ("LOC") in favor of CITY for the account of DEVELOPER for the purpose of securing a Maintenance Bond for Subdivision Improvements submitted by DEVELOPER as a condition for acceptance of the referenced subdivision into the City's Maintenance Program. This LOC shall be valid up to the amount above stated. It shall be available for draft by the CITY at sight drawn to BANK on or before the expiration date.

"This draft is made against the attached LOC submitted to the City of Madison by the referenced DEVELOPER as security for a maintenance bond posted upon application for acceptance of the subdivision improvements referenced therein. We hereby certify that the referenced subdivision improvements are defective or in need of repair, and that DEVELOPER has been given a reasonable opportunity to cure such defects or make such repairs, yet has failed to do so. Funds drawn under the attached LOC and received from BANK will be used to cure such defects or make such repairs."

We hereby engage with *bona fide* holders that drafts drawn strictly in compliance with the terms of the LOC and any amendments thereto on or before the close of business on the referenced expiration date shall meet with due honor upon presentation to BANK.

Except as otherwise stated, this LOC is subject to the "Uniform Customs and Practices for Documentary Credit" (2007 revision), International Chamber of Commerce Publication 600 ("UCP"). As to matters not covered by the UCP, this credit is subject to and governed by the laws of the State of Alabama.

Additional terms or conditions: _____

BANK: CB&S BANK

By: _____

Clint Kirkland Executive Vice President



P.O. Box 910 | Russellville, Alabama 35653 | 877-332-1710 | cbsbank.com



RESOLUTION NO. 2025-197-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT & SOFTWARE AS A SUBSCRIPTION AGREEMENT
WITH DEPUTY CORPORATION LIMITED
FOR ELECTRONIC TIMEKEEPING SERVICES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement and Software as a Subscription Agreement with Deputy Corporation Limited for professional services and software to set up and provide an electronic timekeeping system for City employees, said Agreement to be substantially similar in purpose, intent, and composition to Deputy Corporation's scope of work and subscription agreement and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Deputy Corporation Limited as provided in its scope of work.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of June 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 June 2025.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison - Deputy Implementation Agreement

This agreement ("Agreement") is by and between Deputy Corporation ("Deputy") of 548 Market Street PMB 77267 and City of Madison ("Customer") of 100 Hughes Road, Madison AL 35758 United States. This Agreement is effective the date signed by Customer below (the "Effective Date").

This Agreement is subject to the terms and conditions of the Professional Services Agreement located online at <https://www.deputy.com/terms/professional-services-agreement>.

Furthermore, the terms and conditions of the Ways of Working schedule are hereby incorporated into this Agreement by reference.

1.0 Background & Understanding of the Project

The is a general description of the project:

- This agreement outlines the proposed pricing and associated works for the implementation of Deputy Enterprise across **400** employees commencing on July 1, 2025.

1.1 Objectives / Outcomes

The following is a description of what is to be gained at the completion of this project (as more particularly described in this SOW):

- Implementation and commissioning of Deputy within the Customer's business as a rostering, time and attendance and pay rate interpretation solution,
- Improve business and system processes across the employee life cycle where relating to workforce management; and
- Delivery of change management assistance provided in the form of end user training.

1.2 Assumptions

The following is a list of assumptions that will ensure correct operation of the service/feature to be implemented:

- Deputy will open and maintain a channel of communication throughout the implementation process and will notify Customer of potential impacts to communication.
- Customer will provide a primary point of contact (the Deputy Champion) and notify Deputy of any potential impacts to communication.
- Deputy will notify Customer of any changes in scope, deliverables or events which may impact time to completion.
- Conversely, Customer will also notify Deputy of such changes in scope, deliverables or events.
- The customer, when requested, will provide Deputy with suitable times for user training no shorter than 2 weeks prior to the agreed completion date.
- 3rd party vendors are available to assist with any interface integration and provide any necessary documentation for such interfaces.

1.3 Customer Resource Requirements

The following resource requirements are necessary to ensure a successful implementation:

- Deputy Champion(s) - a key stakeholder or stakeholders that can make implementation decisions on behalf of Customer and liaise with other stakeholders and act as a channel of communication between

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Customer and Deputy. This resource will be first to be trained and be considered the go-to person for all Deputy questions, discussion and communication within Customer. Will be required to attend all training sessions.

- For multi-country deployments, a Deputy Champion is required from each country to be liaised via one overall project manager
- Executive sponsor - Required to provide high level oversight of project, attend steering committees and support the resolution of any escalated project management issues
- Payroll / HR Administrator(s) - this resource will validate Payroll Export and Employee Data interfaces and provide employee data where necessary to facilitate the implementation process.
- 3rd party vendors - If custom interfaces (not provided with a Deputy out-of-the-box integration) are required, applicable vendors will provide interface documentation and assistance when required.

2.0 Implementation Timeline, Scope of Work (SOW) & Role Assignment

The sections below state the determined stages of the project, milestones of work to be completed and who is responsible for the deliverable.

Milestones are predetermined goals to assist in streamlining the implementation project to enable an accurate and efficient delivery in line with the Scope of Work.

Actions & Ongoing are required workforce effort by the Customer or Deputy regarding setup and configuration, training and completion of the implementation project.

The Scope of Work is defined by data collected within the Request for Information (RFI) document, including updates to the RFI document that may be agreed as a result of associated workshops. Any information added to the RFI post Customer and Deputy signoff will be considered out of scope and fees may apply.

It is collectively agreed that the Customers appointed representatives will evaluate any resulting documentation deliverables and notify Deputy of any differences of opinion or interpretation, or other issues relating to the scope of information prior to undersigning and progression to the next stage.

2.1 Discovery & Planning

The following sections below state the determined milestones of work to be completed and who is responsible for the deliverables within this stage.

Milestone / Action	Product / Service	Responsible for completion	Occurrence of Milestone
Milestone	Professional Services Allotment #1 paid	Customer	Prior to Commencement
Milestone	Request for Information Document (RFI) Completion	Customer	Week 1
Milestone	Architecture & Design Workshop	Customer	On RFI Completion

Architecture & Design Workshop

Hold workshop with Customer:

Action	<ul style="list-style-type: none"> ● Overall instance architecture ● Implementation Structure for <ul style="list-style-type: none"> ○ Operational requirements ○ Pay Rate requirements ○ Reporting requirements ○ UAT expectations ○ Training expectations ● Architecture Structure for <ul style="list-style-type: none"> ○ Employee integration ○ Payroll integration ○ Program integration 	Deputy

Technical Delivery Document

Action	Documentation of project delivery <ul style="list-style-type: none"> ● Project governance structure 	Deputy
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- Project methodology
- Outcomes of workshop
- Resource investment requirements
- Test plan approach

Milestone	Request for Information Document Sign-off	Customer	Prior to Build Phase
Milestone	Sign-Off for Technical Delivery Document	Customer	Prior to Build Phase
Milestone	Professional Services Allotment #2 paid	Customer	Prior to progression

2.2 Config & Build

The following sections below state the determined milestones of work to be completed and who is responsible for the deliverables within this stage. The configuration and build services will be undertaken in accordance with the signed-off RFI and Technical Delivery Document.

Milestone / Action	Product / Service	Responsible for completion	Occurrence of Milestone
	Organization Configuration		
Action	Configuration organizational hierarchy, backend payroll and location settings	Deputy	
	<ul style="list-style-type: none">● Locations/Areas of Work● Location Settings● Access Levels● Pay Periods/Cycles		
	Pay Rates Configuration		
Action	Setup Pay Rates based on the data captured within the RFI documentation	Deputy	Post sign-off of Technical Delivery Document
	<ul style="list-style-type: none">● Implementation of Employment Terms, Pay Conditions and Leave Conditions in accordance with requirements specified in the RFI● In-house testing of all Pay Rate conditions and triggers		
	Tailored Solutions		
Action	Development, configuration and testing any tailored integrations or 3rd party interfaces that have been defined in section 2.3	Deputy	
Action	UAT Testing	Customer	Post Configuration

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Deputy will provide assistance during UAT testing with Customer to enable correct implementation of customer inputs. The Customer is responsible for writing test scripts and executing testing with assistance from Deputy on base guidelines to start the process.

During this phase some entry level training will be completed to assist the Customer to perform tests on the required areas in Deputy

End-to-end testing on the following:

- Scheduling & Pay Rate interpretation
- Timesheet Approval/Export
- Payroll

Milestone	UAT Testing Completed	Customer	On testing conclusion
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2.3 Transition to Go-Live

The following sections below state the determined milestones of work to be completed and who is responsible for the deliverables within this stage.

Milestone / Action	Product / Service	Responsible for completion	Occurrence of Milestone
Employees Configuration			
Action	Import all employees from the initial RFI employee data while validating that the correct Payroll ID, Location, Employment Terms, Pay Periods and Stress Profiles the setup in Deputy	Deputy	
Training			
	Host the end-to-end Deputy Training course for the required Project Lead, Payroll / HR Admin(s) and any other System Administrators.		
	Training Content:		
	<ul style="list-style-type: none"> ● Navigation ● “Me” Tab ● Communication (News Feed & Tasks) ● Locations (View & Edit) ● People (Team Management & Leave) ● Scheduling ● Smart Device Use (Mobile App and iPad app) ● Timesheet Approving/Exporting ● Reports ● Enterprise Settings 		
Action		Deputy	Post Sign-Off of UAT
	Any further Deputy user training will also be organised at this time. Training Content:		

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- Similar to the above training content, however it will only focus on what content is accessible by the users being trained

Documentation on all training topics covered will be provided as part of this step.

Milestone	Transition to Go-Live Complete	Customer / Deputy	On testing & training conclusion
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2.4 Executive Go-Live

The following sections below state the determined milestones of work to be completed and who is responsible for the deliverables within this stage.

Milestone / Action	Product / Service	Responsible for completion	Occurrence of Milestone
Milestone	A dedicated support agent is assigned to your account 2 weeks prior to going live with Deputy	Deputy	2 weeks prior to Go-Live
Milestone	Final approval from Customer of: <ul style="list-style-type: none"> ● Access Level setup ● Location/Area of work hierarchy setup ● Pay Rate Configuration setup ● Successful export to payroll ● Training of relevant parties and stakeholders of Customer is complete and satisfactory 	Customer/ Deputy	Post UAT Completion
Post Go-Live Support			
Milestone	We will provide 2 weeks of post go live hypercare support prior to handover to your Deputy CSM	Deputy	2 weeks prior to Project Completion
Milestone	Project Complete	Customer / Deputy	On Go-Live conclusion
Total Weeks			16
Total Hours			100

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3.0 Set-up Summary

3.1 Configuration Summary

Account Configuration

Your implementation will be performed on our **Enterprise solution**. You will have access to a single instance of **Deputy Enterprise** with a corresponding Sandbox (test account) instance provided.

- Account Type: Deputy Enterprise
- Account Instances: **1**
- Sandbox Instances: **1**

Organisation Configuration

The following states the agreed operational structure that will be configured during this implementation:

- Total Number of Sites: **1**
- Expected Number of Locations on Deputy: **17**

Employee Headcount

The following states the agreed employee headcount for this implementation

- Total New Employees: **400**
- Total Training Requirements: 1-5

In addition:

- An employee may only have 1 contract
- There is no requirement to manage employees from third party providers/agencies
- An employee cannot work 2 shifts simultaneously

Pay Rate Configuration

Payroll System: **New World Systems**

Pay Cycles: **Bi-Weekly/Fortnightly**

Pay Rates

The following states the agreed number of pay rates that will be implemented during this implementation. If the following section is blank, it is therefore agreed upon that there are no pay rates required to be built into the Customer's Deputy account.

Deputy Library Pay Rates in Use	0
Deputy Library Pay Rates With Modification In Use	0
New Library Pay Rates to build	20

Further Configuration details are set forth in Appendix 5.1

3.2 Tailored Solutions

The following states the agreed upon tailored solution work required to be completed.

Additional custom development of solutions might include the following:

Tailored Solution	Details
Custom Reporting	The creation of customised reports when requirements cannot be delivered out of the box by existing reports and report builder tool(s)
Custom Scripting & Workflows	The customisation of existing logic in the platform
Custom Integrations	Development of custom integrations not using Deputy's advanced integrations solution.

If the following section is blank, it is therefore agreed upon that there is no tailored solution work required for this implementation project as such any information added or changed post Customer and Deputy signoff will be declared out of scope and additional fees may apply.

Tailored Solution	Details
Custom Payroll Export	<p>Deputy will partner with the customer and the New World Systems team to develop a custom payroll export using the out of the box functionality within the Custom Payroll Export (CPE) builder.</p> <p>If the CPE builder is unable to meet the requirements, a tailored export may need to be developed, and will be scoped and costed accordingly.</p>

Further Tailored Solution details are set forth in Appendix 5.1

3.3 Solution Rollout

Deputy Enterprise will be configured for all locations.

Approach to rolling out the solution is at Customer's discretion. On first rolling out of the solution, Deputy's project team will provide a limited number of hours of post-go-live hypercare support prior to customer handover to Deputy's support / CSM functions.

Additional post-go-live hypercare hours may be contracted in a separate SOW.

Project Champion

Customer will define a named project champion to resource the project internally. This will be the individual that leads the project and manages the relationship with Deputy. They will be responsible for managing the project, learning the platform and training the wider team. See below:

Responsibilities	<ul style="list-style-type: none"> ● Act as the face of Deputy for your company ● Own internal project & change management process ● Collaborate heavily with Deputy project team ● Learn the Deputy solution
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Skills	<ul style="list-style-type: none">● Working knowledge of the Deputy solution● Ability to train other departments on Deputy platform● Ability to resolve simple tier 1 support requests
Commitment	This will require a near full time commitment to Deputy for the duration of the project and subsequent roll outs.

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3.4 Out of Scope of Work Charges

The following table states works that are not included within the scope or pricing in this SOW. These services can be added as additional scope and billings by way of an agreed Change Request Form.

Product / Service	Estimated Charge
Any additional training on top of the proposed agreed training	\$250/hr (min 3 hours), additional hours to be provided by customer
Custom reports – Reports not already existing within Deputy. (will require a base excel template for simple reports, well defined outputs for more complex reports)	\$250/hr (min 3 hours), hours to be scoped based on effort to implement
Custom Integration to any 3rd party vendor (Payroll, HR, POS, Biometrics, any 3rd Party tool) not declared in the original Deputy scope document	
Integration to Data warehousing	
Leave accrual within Deputy	
The import of additional metric data (e.g Sales Data, Transactional Data etc)	
Any other request which will require tailored solution work and is possible within the Deputy platform	
Non-Implementation team supported Services	
Supporting issues surrounding the payroll package used by the customer	
Custom product development request	
Custom salary allocation based on percentages instead of dollar values	

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4.0 Fees & Payment

Implementation Charges

Implementation charges will be payable in a single lump sum payment due immediately on the 'Effective Date' signature date.

Any further work that is not outlined in this document will be considered out of scope and will result in additional charges.

4.1 Contractual Agreement Review

Professional Services		
Scope:	As documented above in SOW	
Payment Terms:	Implementation Services are to be paid as outlined within 4.0 Fees & Payment All prices listed are in United States Dollars unless specifically stated otherwise and exclude taxes.	
Implementation Services Total:		\$25,000.00
Total Implementation Services Hours: 100 hours @ \$250.00		
One Time Discount		(\$2,000.00)
Net 30 from July 1, 2025		\$11,500.00
Net 30 from October 1, 2025		\$11,500.00
Professional Services Terms		
https://www.deputy.com/terms/professional-services-agreement		

Customer Summary	
Customer Name:	City of Madison
Billing Contact Name:	Kelli Bracci
Billing Contact Email:	kelli.bracci@madisonal.gov
Billing Contact Phone Number:	256-772-5612

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4.2 Acceptance

By signing this agreement, I (the “Customer”) agree to the objectives and outcomes, assumptions, scope of work and project risks. I understand that the dates of completion are estimates and that every effort will be made to deliver the project on time.

Vendor	Deputy Corporation
Name	
Title	
Date	
Signature	

Customer	City of Madison
Name	
Title	
Date	
Signature	

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5.0 Appendix 1: Project Details

5.1 Configuration Details

Organisation Structure

The following states the agreed operational structure that will be configured during this implementation:

Total New Employees: 400

Total Locations: 17

Total Training Requirements: 1-5

- Training tags may be configured for the Parks and Recreation department

Payroll System: New World Systems

Pay Cycles: Bi-Weekly/Fortnightly

Pay Rate Configuration

Customer has supplied Deputy with three documents ("Timesheet Instructions", "P12-Compensation and Benefits", and "P11-Attendance and Leave"). Deputy will configure pay rules based upon these documents, utilizing custom pay rules, timesheet custom fields, and advanced logic as needed. A comprehensive scoping and solutioning of the pay rules will be conducted as part of implementation discovery.

It will be necessary to review the method of timesheet creation (manual vs punch in/out) prior to configuring pay rule automation.

Timekeeping Configuration

The end-users will punch in and out either using the mobile app with geo-fence enabled, or a tablet with Deputy Kiosk installed.

The police force will primarily be submitting manual timesheets, rather than punching in and out.

Employee Information

Employee information will be maintained in Deputy via manual creation or file upload. The process of employee management will be reviewed as part of implementation.

Configuration

Configuration of any proposed above pay-rates will be configured using existing validation points as follows:

Validation Points

- Schedules and/or Timesheets
 - Start time of the schedule and/or timesheet
 - End time of the timesheet and/or timesheet
 - Employee identified against the schedule and/or timesheet
 - Area where the shift is scheduled to or that has been performed.
 - Comments fields against the shift scheduled to or that has been performed.
- Custom Fields
 - Employee Fields relevant to the employee identified against the scheduled and/or timesheet
 - Timesheet Fields relevant to the timesheet being evaluated

Area based Pay

Configuration of departmental pay will cater for the following two standards where there must be no more than a one-to-one relationship between a pay-grade to a department or area of work

1. Higher Duties Based

Where a employees may work in another department or area acting as an interim supervisor and/or manager and receive the appropriate supervisors and/or managers allowance
2. Standardised Grade Based

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Where an employee may work in another department or area and receive the appropriate grade and/or rate for the work being performed which is consistent with other employees.

Leave

Leave is not required, and therefore not a part of this Statement of Work.

Unsupported Scenarios

The following is a list of scenarios that were discussed during product evaluation, and are not supported by the Deputy product. This list is not comprehensive, but is meant to serve as a reference for some scenarios that will potentially require process changes or continue to be solved external to Deputy.

These scenarios include:

- 24 hour shifts
- Automatically converting an unaltered 'schedule file' from a different software into Deputy timesheets
- Entering worked hours for the week or month
- Tax calculations

Project Success Criteria

Deputy will gather technical requirements during the 'project kickoff' phase to inform the Technical Delivery Document and project configuration.

The customer has identified the following key requirements. Deputy will endeavor to meet these requirements solely through the use of standard Deputy functionality:

- Timesheet options are configurable per location and include:
 - punching in and out via mobile app, kiosk, and desktop, as well as manual timesheet submission
- Geo-fencing for mobile punches can be configured per location
- Custom pay rates can be configured that support job-specific pay, shift differentials, and overtime
- Pay rate assignment can happen automatically when the timesheet is approved based on custom pay rate rules
- Deputy's 5 standard access levels, as well as custom access levels configurable within the UI
- Deputy's Reporting functionalities for schedule and timesheet data
- Data flow between Deputy and existing systems

Any amounts payable relating to the access within the scope of this integration will be outside of this agreement and owned in full by the Customer.

RESOLUTION NO. 2025-173-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH SWATEK, VAUGHN, & BRYAN, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Professional Services Agreement with Swatek, Vaughn, & Bryan, LLC, ("SV & B") for governmental affairs consulting and lobbying services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contract," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate Department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to SV & B, in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of June 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 June 2025.

Paul Finley, Mayor
City of Madison, Alabama



Contract

City of Madison, AL

Governmental Relations and Lobbying

CONTRACT

Swatek, Vaughn & Bryan, LLC (“SV&B”) presents the following contract extension to the City of Madison (“Madison”). The proposed contract extension includes governmental affairs consulting and lobbying services to be provided for the term of the agreement.

Scope of Work

The proposed lobbying and consulting services include the following:

Governmental Relations/Lobbying/Strategic Consulting

- SV&B will work with Madison regarding issues – regulatory, legislative, executive, or agency – of general and specific interest to Madison.
- SV&B will work with Madison to develop and execute a comprehensive lobbying strategy for successful achievement of Madison priorities.
- SV&B will identify key policy makers and stakeholders in the legislature and executive branches as advocates and champions for Madison priorities.

Schedule and Fees

SV&B proposes a monthly retainer of five thousand dollars (\$5,000.00) for a period of twelve months beginning June 9, 2025 and ending June 8, 2026, and to include all expense through the term of this contract. Regarding expenses, any expenditure specifically made on behalf of Madison out of the ordinary course of business will be pre-approved and all expenses shall fall within the Alabama Code of Ethics.

Agreed To:

Date

Madison by:

SV&B by:

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

ORDINANCE NO. 2025-195

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

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter the "Board"), proposes to dispose of certain personal property no longer needed for public or municipal purposes, as described in the attachment to Board Resolution No. WWB-115- 2025; and

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

WHEREAS, the City Council has determined that the property described in the attachment to Resolution No. WWB-115-2025 is no longer needed for the Board's public or municipal purposes;

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

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

Paul Finley, Mayor
City of Madison, Alabama



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

June 3, 2025

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

Re: Water & Wastewater Board of the City of Madison Resolution WWB-115-2025

Ms. Thomas,

Please see attached approved resolution WWB-115-2025 dated June 2, 2025, declaring various property as surplus and authorizing the disposal of same. According to State of Alabama Code 11-50-314, we are required to obtain the consent of the City of Madison City Council to proceed with the disposal of said property.

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

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

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

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

Xc: Emory DeBord, General Manager

Attachments:

Resolution WWB-115-2025 w/certification
 Property listing
 Sample ordinance

STATE OF
ALABAMA COUNTY
OF MADISON

CERTIFICATION

I, Emory DeBord, Secretary/Treasurer of the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities, Alabama do hereby certify under my name and seal that the above and foregoing is a true and correct copy of said Resolution #WWB-115-2025 on file in the office of the Secretary/Treasurer of the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities as the same and was officially enacted and promulgated by the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities, the governing body of said Municipality, on the 2nd day of June, 2025, and that said Resolution #WWB-115-2025 was in full force and effect on the 2nd day of June, 2025, and has continued in existence down to the date of this certification.

IN WITNESS WHEREOF, I have hereon subscribed my name and affixed the Corporate Seal of the Water and Wastewater Board of the City of Madison on this the 3rd Day of June 2025.



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

RESOLUTION NO. WWB-115-2025**A RESOLUTION TO DECLARE SURPLUS PERSONAL PROPERTY OF THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON DOING BUSINESS AS MADISON UTILITIES AND TO AUTHORIZE THE DISPOSAL OF SAID PROPERTY:**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities, owns personal property, as described in the attached List of Items for Disposal dated June 2, 2025, for which Madison Utilities has no continuing need; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Water and Wastewater Board of the City of Madison, Alabama, sitting in regular session on this the 2nd day of June 2025, that the Board declares that the property described above is no longer need for its purposes and, with the consent of the City of Madison City Council, the General Manager of Madison Utilities is hereby directed to dispose of and, as appropriate, to deliver title to said property if applicable to prevailing bidders for same.

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

READ, APPROVED, AND ADOPTED THIS 2nd DAY OF June, 2025.



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

ATTEST:



Emroy DeBord, Secretary-Treasurer

ITEMS FOR SURPLUS DECLARATION

Date: June 2, 2025

Item#	Category	MU#	Location	Year	Description
1	Pump Truck	274-05	101 Ray Sanderson Dr	2005	International 4400 Pump Truck
2	Truck	330-16	101 Ray Sanderson Dr	2016	Dodge 3500 Service Truck
3	Truck	333-17	101 Ray Sanderson Dr	2017	Dodge 3500 Service Truck
4	Truck	360-17	101 Ray Sanderson Dr	2017	Dodge 3500 Service Truck
5	Truck	202-06	101 Ray Sanderson Dr	2006	Ford F-150 Truck 4WD
6	Truck	270-14	101 Ray Sanderson Dr	2014	Ford F-750 Service Truck w/Crane

ORDINANCE NO. 2025-214

AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT WITH THE ALABAMA FIBER NETWORK

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

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

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

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

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

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

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

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

John D. Seifert, II, Council President

City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2025.

Paul Finley, Mayor
City of Madison, Alabama

FRANCHISE AGREEMENT

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

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

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

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

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

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

W I T N E S S E T H :

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Grant of Franchise.

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. Compensation.

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

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

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

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

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

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

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

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

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

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

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

Such remittances shall clearly identify or reference this Agreement.

SECTION 4. Duration and Term.

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

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

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

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

SECTION 7. Bond.

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

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

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

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

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

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

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

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

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

SECTION 8. Standards of Service.

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

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

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

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

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

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

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

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

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

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

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

(j) Safety Requirements.

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

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

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

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

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

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

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

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

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

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

SECTION 9. Enforcement and Termination of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 22. Assignment.

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

FRANCHISEE

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

BY: _____

Its: _____

Date: _____

STATE OF ALABAMA
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

CITY
CITY OF MADISON, ALABAMA

BY: _____
Its Mayor

ATTEST:

CITY CLERK-TREASURER

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

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

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

Notary Public

EXHIBIT 1

Proposed Initial Location

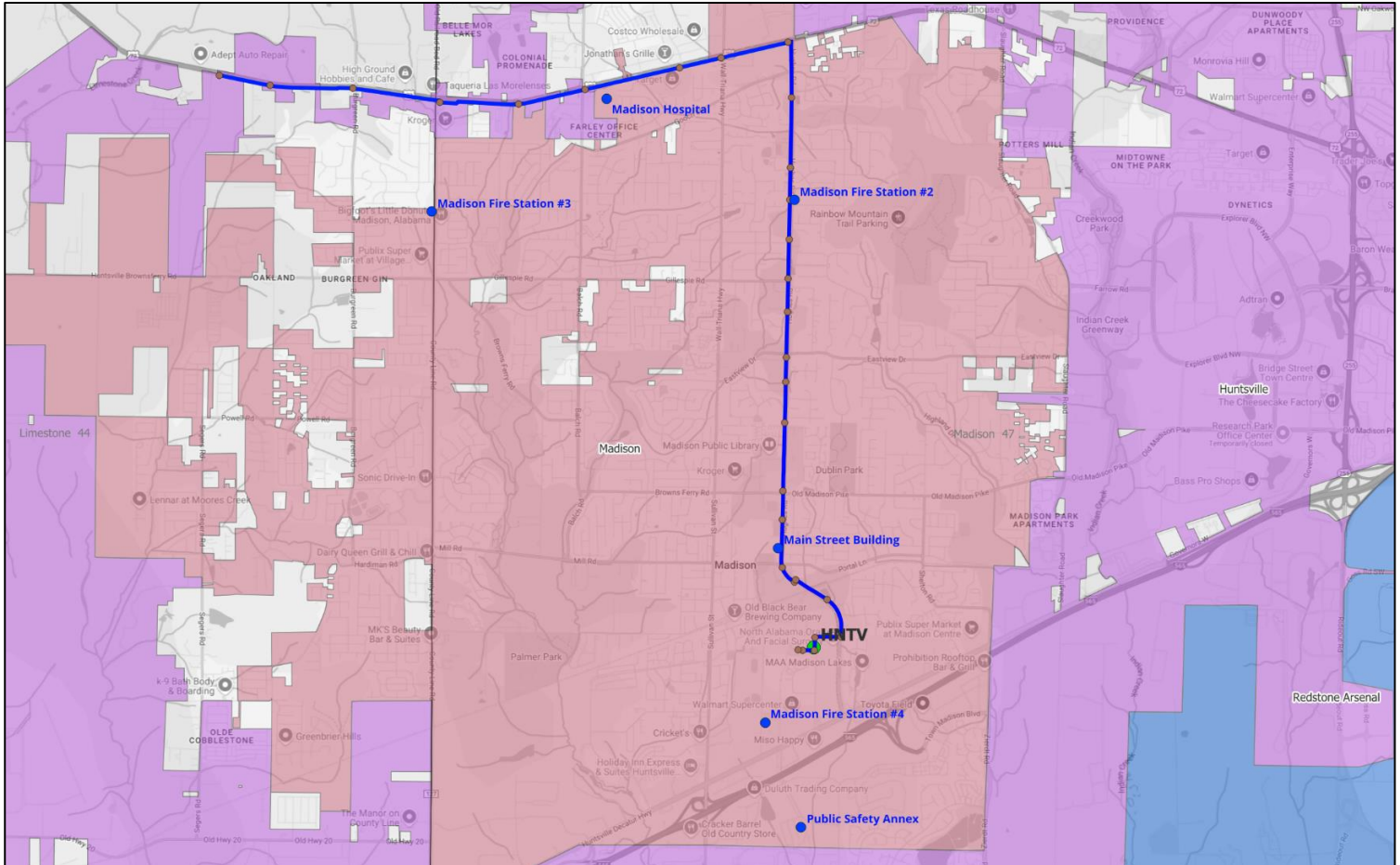


EXHIBIT 2
Madison Locations

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

EXHIBIT 3
City Right of Way Permit

[SEE SEPARATE ATTACHMENT]

EXHIBIT 4
City Road or Lane Closure Application

[SEE SEPARATE ATTACHMENT]

Exhibit 5 – Insurance Requirements

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

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

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

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

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

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

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

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

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



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

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

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

GENERAL CONDITIONS OF THE PERMIT

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

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

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

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

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

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



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

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

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

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

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

To be completed by City of Madison Engineering Dept.:

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

ID: _____



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

APPLICATION FOR ROAD OR LANE CLOSURE

INSTRUCTIONS

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

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

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

PROJECT INFORMATION

Event or Project Title: _____

Organization or Contractor: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Date(s) of Closure: _____

Reason for Closure: _____

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

Location: _____

Nearest Cross Street: _____

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

CITY OF MADISON ENGINEERING DEPT. USE

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

Notes:

RESOLUTION NO. 2025-213-R

**A RESOLUTION AUTHORIZING AGREEMENT WITH
THE MADISON STATION HISTORICAL PRESERVATION SOCIETY
FOR MAINTENANCE OF VILLAGE GREEN GAZEBO**

WHEREAS, the City of Madison, Alabama, has possession of and routine maintenance responsibilities for the condition of the gazebo structure ("Gazebo") located on the Village Green in historic downtown Madison; and

WHEREAS, the objective of the Madison Station Historical Preservation Society, Inc. ("Society"), is to promote and preserve City history and historical structures, and the Society desires to perform and fund certain maintenance and upkeep of the Gazebo; and

WHEREAS, the parties desire to partner in the stewardship of the Gazebo, and the Society's maintenance and upkeep of the Gazebo will serve the public's interest;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an agreement with the Society to partner on Gazebo maintenance and upkeep, said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of June, 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 June 2025.

Paul Finley, Mayor
City of Madison, Alabama

MEMORANDUM OF AGREEMENT

AGREEMENT FOR MAINTENANCE OF VILLAGE GREEN GAZEBO

This Memorandum of Agreement is entered into by and between the City of Madison, Alabama, a municipal corporation (“City”) and the Madison Station Historical Preservation Society, Inc., an Alabama non-profit corporation (“Society”), and shall be effective as of the date this Agreement is executed by the parties hereto. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date.

WHEREAS, the City leases land adjacent to the railroad tracks in historic downtown Madison from Norfolk Southern Railway Co., and it has possession of and routine maintenance responsibilities for the condition of the village green gazebo structure (“Gazebo”); and

WHEREAS, the Society’s objective is to promote and preserve City history and historical structures, and it desires to perform and fund certain maintenance and upkeep of the Gazebo; and

WHEREAS, the parties desire to partner in the stewardship of the Gazebo, and the Society’s maintenance and upkeep of the Gazebo will serve the public’s interest;

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows;

1. **Gazebo Maintenance**: Pursuant to applicable laws and regulations, the City and Society agree to partner on Gazebo maintenance and upkeep, and City grants permission to Society, its officials, agents, contractors, and representatives to enter the Gazebo and perform said maintenance services.
2. **Project Management**: When Society desires to complete a Gazebo Project, it will present its proposal and plans to the Facilities & Grounds Department for applicable City Department approvals. Society acknowledges that certain projects may require the approval of the Historical Commission of the City. Society, in coordination with City, will plan, design, manage, complete, pay for, and inspect its proposed projects using qualified, licensed, bonded, and insured contractors in accordance with city code requirements. Society will cause its contractors and representatives to name City as an additional insured for work performed for its projects.
3. **Project Funding**: Society agrees to pay for all project costs associated with its proposed projects, including design, construction, and project management. City shall not have responsibility for any Society project costs unless the parties specify otherwise by written agreement. Society acknowledges that any City-funded projects will be completed pursuant to applicable laws and regulations.
4. **Basic Upkeep and Maintenance**: City will continue electrical service and maintenance of the Gazebo, remedy roofing and structural defects, and retain structural insurance

coverage. Society will perform and fund other general maintenance, repairs, and landscaping as needed, and it shall give notice of maintenance activities to the Facilities & Grounds Department at least thirty (30) days before performing said maintenance, unless in the event of an emergency, in which case it shall give notice as soon as practicable. Society shall maintain insurance for its property located in the Gazebo.

5. Term & Termination: The term of this Agreement shall arise on the effective date, and this Agreement shall automatically renew unless terminated by either party thirty (30) days before the renewal date. Either party may terminate this agreement with or without cause upon thirty (30) days' written notice to the other party.
6. Hold Harmless & Indemnification: To the extent allowed by law, the parties agree to indemnify, defend, save, and hold harmless each other and their officers, officials, agents, employees, grantees, and assigns, from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorney's fees, which relate to, arise out of, or are in any way related to this Agreement on account of performance of its work, injury to persons, or damage at the Gazebo and Village Green. This promise to indemnify shall survive expiration of the Agreement.
7. Independent Contractor Relationship: It is mutually understood and agreed, and it is the intent of the parties, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Employees of City are not nor shall they be deemed to be employees of Society.
8. Excused Performance: In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.
9. Entire Agreement: This Agreement, including the recitals set forth herein, constitutes the complete agreement between the parties regarding the Project, and it supersedes all prior negotiations, representations, or agreements, either written or oral.
10. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
11. Notices. All notices will be in writing and served by postage prepaid certified mail, by next day delivery (such as Federal Express), or by e-mail transmission to the addresses shown below. All such notices shall be deemed delivered on the date initiated.

For the City:

City of Madison
Facilities & Grounds Director

100 Hughes Road
Madison, AL 35758

With a copy to:
City Attorney
100 Hughes Road
Madison, AL 35758

For Society:

Madison Station Historical Preservation
Society

Attn: Debbie Overcash
P.O. Box 2114
Madison, AL 35758

12. Amendment. This Agreement may only be amended in a writing executed by both parties.
13. Assignment. Neither Society nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.
14. Governing Laws & Regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and applicable Federal laws and City regulations. Furthermore, the parties acknowledge that Norfolk Southern Railway, Co., which is the landlord of the Village Green property, may need to approve certain activities of both parties under this Agreement and will work cooperatively to obtain said approval when necessary.
15. Severability & Waiver. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
16. Third Parties. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to

execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

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

Attest:

Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

For Society:

Debbie Overcash, President

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Debbie Overcash, whose name as President of the Madison Station Historical Preservation Society, Inc., a non-profit corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public

ORDINANCE NO. 2025-184**AN ORDINANCE VACATING A UTILITY & DRAINAGE EASEMENT LOCATED WITHIN TRACT 1 OF TOWN MADISON PHASE 14 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 **Old Town Investments, LLC**, requesting the vacation of a portion of a utility & drainage easement located within Tract 1 of Town Madison Phase 14 Subdivision and further described as follows:

All that part of Tract 1 of Town Madison Phase 14 as shown by the map or plat recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 2023, Pages 18-19, being more particularly described as follows; Commencing at the Southeast corner of Tract 1 of said Town Madison Phase 14, said point being on the North right-of-way of Town Madison Boulevard. Thence North 02 degrees 40 minutes 21 seconds West, 174.37 feet to a point; thence South 87 degrees 19 minutes 39 seconds West, 25.00 feet to a point; thence South 02 degrees 40 minutes 21 seconds East, 12.38 feet to a point on the North boundary of an existing utility and drainage easement; thence South 61 degrees 24 minutes 10 seconds West, 26.12 feet to the Point of Beginning of the tract herein described; Thence from the Point of Beginning, South 02 degrees 40 minutes 21 seconds East, 22.69 feet to a point; Thence South 87 degrees 19 minutes 39 seconds West, 18.01 feet to a point; Thence North 28 degrees 35 minutes 50 seconds West, 12.53 feet to a point; Thence North 61 degrees 24 minutes 10 seconds East, 26.12 feet to the Point of Beginning and containing 368 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 **Old Town Investments, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of June 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 June 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
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

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

All that part of Tract 1 of Town Madison Phase 14 as shown by the map or plat recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 2023, Pages 18-19, being more particularly described as follows; Commencing at the Southeast corner of Tract 1 of said Town Madison Phase 14, said point being on the North right-of-way of Town Madison Boulevard. Thence North 02 degrees 40 minutes 21 seconds West, 174.37 feet to a point; thence South 87 degrees 19 minutes 39 seconds West, 25.00 feet to a point; thence South 02 degrees 40 minutes 21 seconds East, 12.38 feet to a point on the North boundary of an existing utility and drainage easement; thence South 61 degrees 24 minutes 10 seconds West, 26.12 feet to the Point of Beginning of the tract herein described; Thence from the Point of Beginning, South 02 degrees 40 minutes 21 seconds East, 22.69 feet to a point; Thence South 87 degrees 19 minutes 39 seconds West, 18.01 feet to a point; Thence North 28 degrees 35 minutes 50 seconds West, 12.53 feet to a point; Thence North 61 degrees 24 minutes 10 seconds East, 26.12 feet to the Point of Beginning and containing 368 square feet, 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 June, 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

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

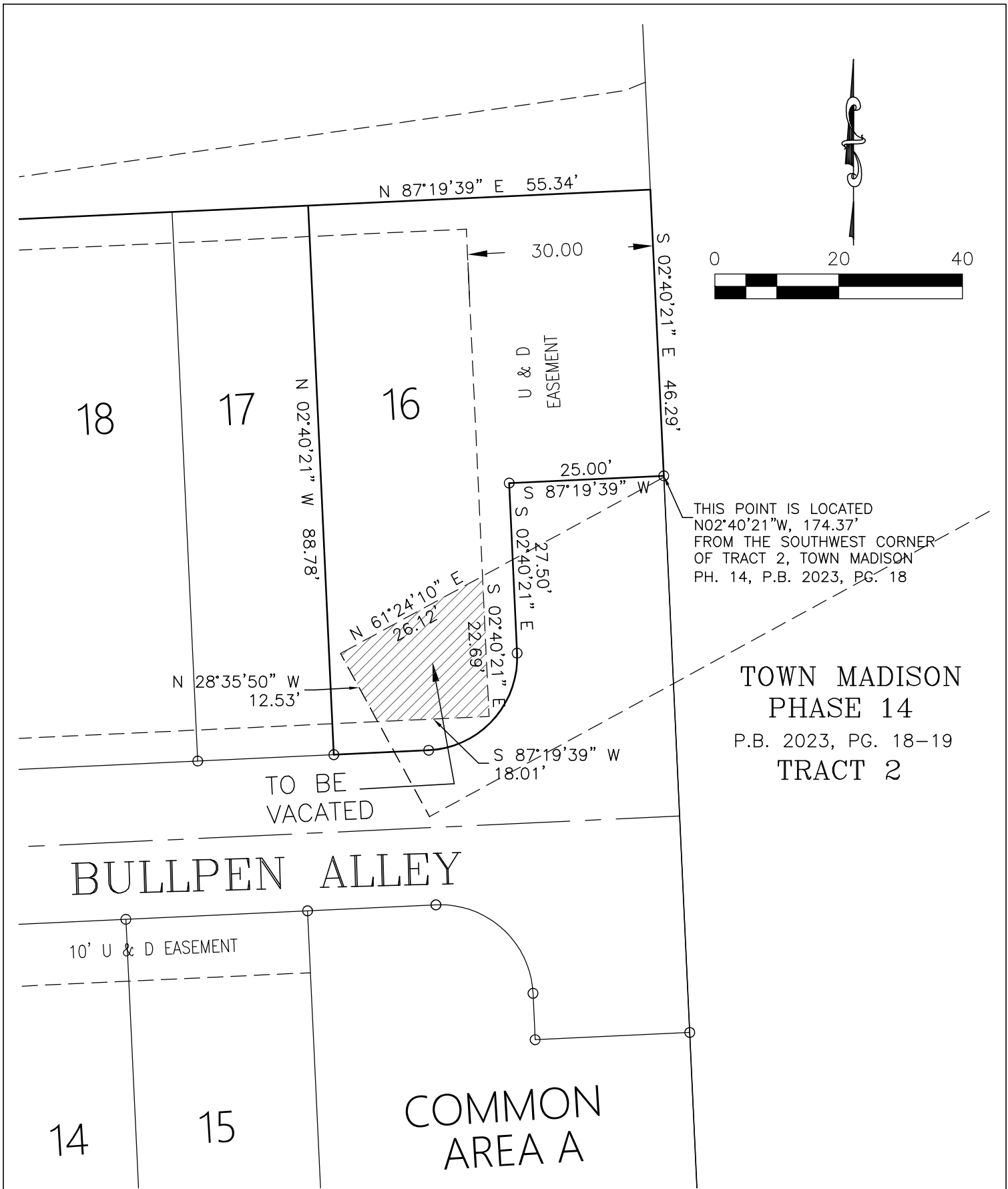
Lisa Thomas
City Clerk-Treasurer

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 June 2025.

Notary Public



JOB NO: 22-191
DATE: 5/7/25
DRAWN BY: SER
CHECKED BY: CMF

EASEMENT VACATION
LOT 16
TOWN MADISON PH. 15
PREPARED FOR: OLD TOWN INVESTMENTS, LLC

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805
(256) 701-4821

All documents, including Drawings and Bid Specifications, prepared or furnished by Firms listed on face, are instruments of service in respect of the client and firms listed on face, shall retain an ownership and property interest therein whether or not the Project is completed. Such documents are not intended to be represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without written verification by Firms listed on face will entitle Firms listed on face to further compensation at rates to be agreed upon by Firms listed on face and the Client.

ORDINANCE NO. 2025-185

AN ORDINANCE VACATING UTILITY & DRAINAGE EASEMENT LOCATED WITHIN LOT 2 OF MCCURRY PHASE 3 SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Madison Fair Hotel II, LLC**, requesting the vacation of a portion of a utility & drainage easement located within Lot 2 of McCurry Phase 3 Subdivision and further described as follows:

A PORTION OF THE UTILITY AND DRAINAGE EASEMENT OF AN EXISTING 40-FOOT PUBLIC INGRESS/EGRESS AND UTILITY AND DRAINAGE AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBERS 20090318000176480 AND 20170803000449290, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 1/2 INCH CAPPED REBAR STAMPED "JOHNSON CA0193LS" LYING ON THE SOUTHERN RIGHT-OF-WAY MARGIN OF MADISON BOULEVARD AT THE NORTHWEST CORNER OF LOT 2 OF "McCURRY, PHASE 3" SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 20170803000449290 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF "COMFORT INN & SUITES SUBDIVISION" AS RECORDED IN DOCUMENT NUMBER 20090318000176480; THENCE RUNNING ALONG THE COMMON LINE BETWEEN SAID LOT 1 AND LOT 2 SOUTH 25 DEGREES 34 MINUTES 27 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE UTILITY AND DRAINAGE PORTION HEREIN DESCRIBED TO BE VACATED; THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE NORTH 64 DEGREES 36 MINUTES 03 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUNNING PARALLEL WITH SAID COMMON LOT LINE SOUTH 25 DEGREES 34 MINUTES 27 SECONDS EAST A DISTANCE OF 112.00 FEET TO A POINT; THENCE SOUTH 64 DEGREES 36 MINUTES 03 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT LYING ON SAID COMMON LOT LINE; THENCE NORTH 25 DEGREES 34 MINUTES 27 SECONDS WEST A DISTANCE OF 112.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.01 ACRES, MORE OR LESS. NOTE: NO PORTION OF THE INGRESS/EGRESS EASEMENT IS TO BE VACATED.

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 **Madison Fair Hotel II, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Paul Finley, Mayor
City of Madison, Alabama

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

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

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

A PORTION OF THE UTILITY AND DRAINAGE EASEMENT OF AN EXISTING 40-FOOT PUBLIC INGRESS/EGRESS AND UTILITY AND DRAINAGE AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBERS 20090318000176480 AND 20170803000449290, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED REBAR STAMPED “JOHNSON CA0193LS” LYING ON THE SOUTHERN RIGHT-OF-WAY MARGIN OF MADISON BOULEVARD AT THE NORTHWEST CORNER OF LOT 2 OF “McCURRY, PHASE 3” SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 20170803000449290 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF “COMFORT INN & SUITES SUBDIVISION” AS RECORDED IN DOCUMENT NUMBER 20090318000176480; THENCE RUNNING ALONG THE COMMON LINE BETWEEN SAID LOT 1 AND LOT 2 SOUTH 25 DEGREES 34 MINUTES 27 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE UTILITY AND DRAINAGE PORTION HEREIN DESCRIBED TO BE VACATED;

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE NORTH 64 DEGREES 36 MINUTES 03 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUNNING PARALLEL WITH SAID COMMON LOT LINE SOUTH 25

Quitclaim Deed
Lot 2 of McCurry Phase 3 Subdivision, Utility & Drainage VOE
Page 1 of 2

NOTE: NO PORTION OF THE INGRESS/EGRESS EASEMENT IS TO BE VACATED

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

Attest:

Lisa Thomas
City Clerk-Treasurer

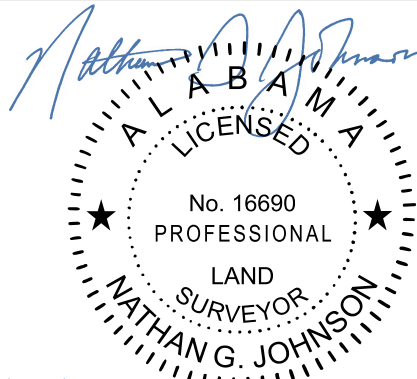
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who 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.

Notary Public

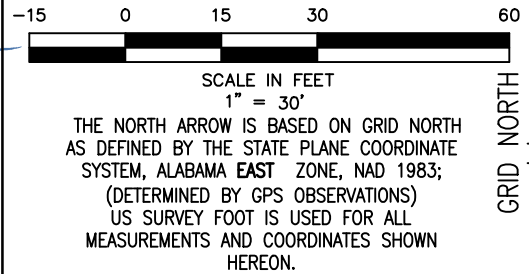
SPECIAL PURPOSE SURVEY

THIS DRAWING IS AN EXCERPT OF A BOUNDARY SURVEY WHICH HAS BEEN PREPARED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA. SAID RECORD SURVEY WHICH IS ON FILE AT THE MAIN OFFICE OF JOHNSON & ASSOCIATES, INC., PROJECT NUMBER 1657-SR, DATED 06/06/17 AND REFLECTS ADDITIONAL INFORMATION REQUIRED BY THE STANDARDS OF PRACTICE AND IS HEREBY MADE A PART OF THIS SURVEY.

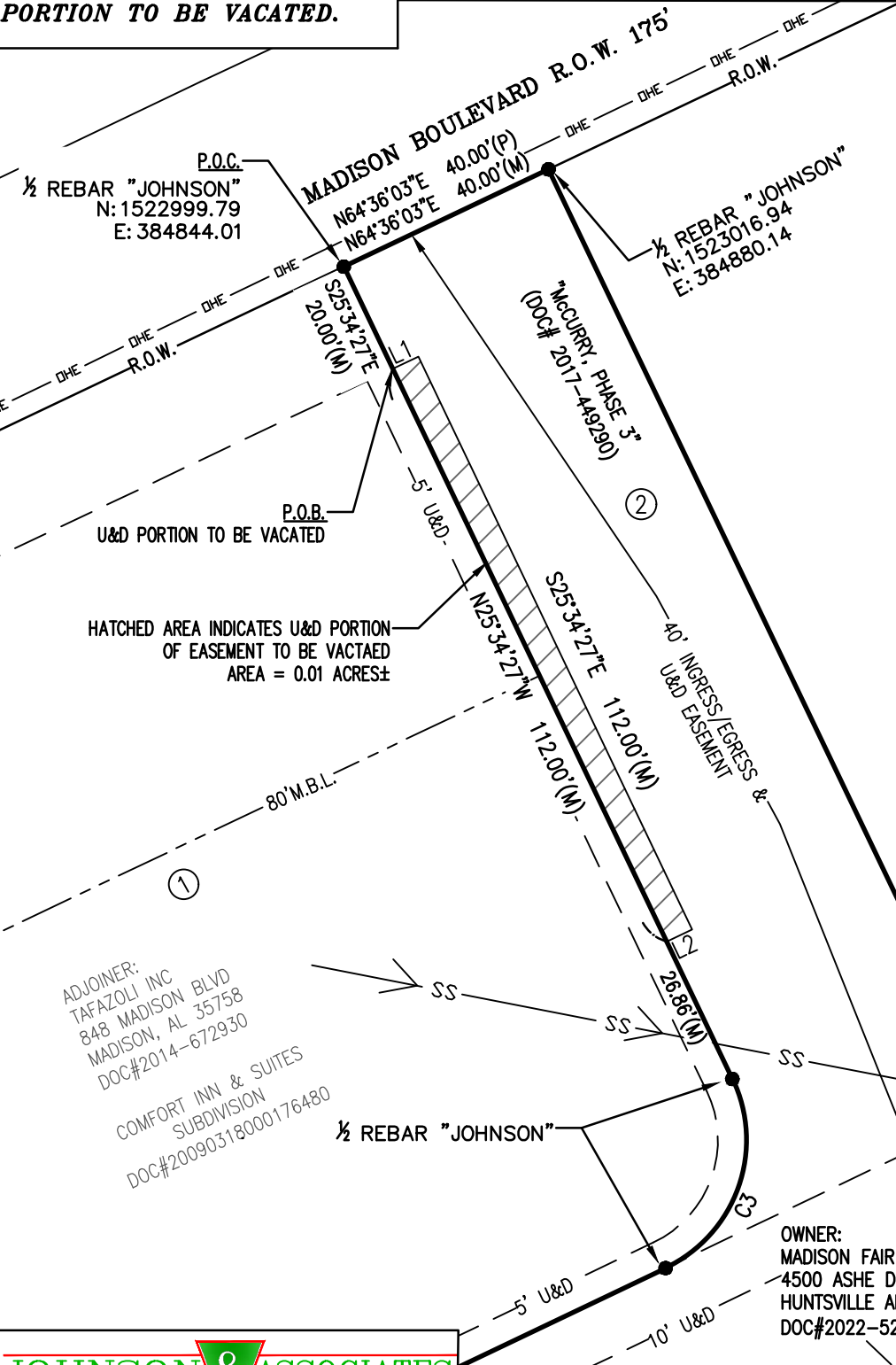
SEE ATTACHED LEGAL DESCRIPTION OF U&D PORTION TO BE VACATED.



05/05/2025



GRID NORTH



JOHNSON & ASSOCIATES
ENGINEERING SURVEYING
1218 CHURCH STREET HUNTSVILLE, ALABAMA 35801 1-256-533-7331 FAX 1-256-533-7332

EXHIBIT "A-1"

**LOT 2 OF "McCURRY, PHASE 3"
UTILITY AND DRAINAGE PORTION OF
EXISTING 40' INGRESS/EGRESS &
UTILITY AND DRAINAGE EASEMENT TO BE
VACATED**

OWNER: MADISON FAIR HOTEL III LLC

TOTAL ACRES: 0.01 ±

PROJECT #: 1657-SR-1

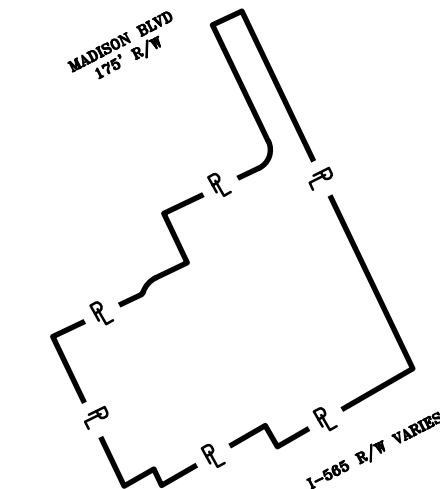
COUNTY: MADISON ALABAMA

CITY&STATE: MADISON, ALABAMA

SCALE: 1 INCH = 30 FEET

DATE: MAY 05, 2025

REVISIONS:



OVERALL BOUNDARY SKETCH (NOT TO SCALE)

GENERAL LEGEND

- (P) Plat Bearing or Distance
(M) Measured in the Field
P.O.B. Point Of Beginning
P.O.C. Point Of Commencement
R.O.W. Right-of-Way
○ Property Corner, Found
■ Concrete Mon. Set Stamped "Johnson CA0193LS"
U&D Public Utility and Drainage Easement
PVC Polyvinylchloride Pipe
RCP Reinforce Concrete Pipe
—SS— Sanitary Sewer Line
Ⓢ Sanitary Sewer Manhole
① Lot Numbers

Portion To Be Vacated

ORDINANCE NO. 2025-187

AN ORDINANCE AMENDING CHAPTER 8, ARTICLE IV, DIVISION 4 OF THE MADISON CITY CODE

WHEREAS, the City of Madison Director of Development Services has recommended that the City Council amend the City Code to provide for additional locations where murals may be located within the City; and

WHEREAS, the City has received input from citizens and civic groups on the benefits of expanding the permitted locations for murals.

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that Sections 8-98.76 and 8-98.79 of the Madison City Code of Ordinances are hereby amended as follows:

Sec. 8-98.76. Location - Generally.

- (a) Murals are permitted on public property and within the Neighborhood Business (B1) District, Community Business (B2) District, Urban Center (UC) District, and Traditional Neighborhood Development (TND) District. Murals within the TND District will only be permitted in the designated Neighborhood Center Areas.
- (b) Murals shall be located as to be visible from a street, pedestrian path, or other publicly accessible space.
- (c) Wall surfaces must be associated with a building or its accessory structures and cannot be freestanding wall structures.

Sec. 8-98.79. Specific Mural Requirements.

- (a) There shall be no more than two murals per building.
- (b) Murals may only be installed on side or rear walls of buildings, except consideration shall be given to front walls for mixed use buildings in the B1 District that do not have a side wall.
 - (1) Murals on front walls shall not cover more than 25 percent of the wall façade.
 - (2) Murals on side or rear walls shall not cover more than 75 percent of the wall façade, unless additional coverage is approved by the Mural Advisory Board.
- (c) Window murals are permitted provided they do not occupy more than 25 percent of the window area.
 - (1) Paint used for window murals must be durable to the environment, but also easily removable once the term has expired.
- (d) Murals may not cover or detract from the significant or character-defining architectural features of a structure.

- (1) Murals must complement and enhance the structure they are applied to.
- (e) Murals must exhibit skilled application standards consistent with sound and generally accepted artistic practices and principles.
- (f) Paint must be of superior quality intended for exterior use so not to corrode or compromise the integrity of the material of the building it is applied to.
 - (1) Paint that is reflective, fluorescent, or metallic is prohibited.
 - (2) A weather resistant sealant and anti-graffiti coating shall be applied upon completion.
 - (3) Walls on which murals are located must be cleaned using the gentlest means possible and primed with appropriate paint.
- (g) Walls on which murals are located must be in good repair with roof, flashing and parapets in good condition.
- (h) Lighting for murals must be shielded and directed towards the mural to ensure no spillage of light onto surrounding properties.
- (i) The location, size, nature, or type of mural shall not create a hazard to the safe and efficient operation of vehicles nor create a condition that endangers the safety of persons or property thereon.
 - (1) Murals may not extend beyond the eaves, parapet, or sides of a building.
 - (2) Murals must be located to engage and encourage pedestrian interaction.
 - (3) Murals with a proposed projection from the wall that is located less than eight feet from adjacent ground surface shall have a lawn separating the mural wall and the sidewalk so as to not cause an obstruction of pedestrian traffic.
 - i. If the proposed projection is designed to be interactive, an ADA compliant pathway, approved by the City of Madison, should connect from the sidewalk to the mural.
- (j) Budgeting, insurance, liability, maintenance, and mural removal will be the responsibility of the property or business owner.
 - (1) Whether the rights of the artist commissioned to create the mural are retained or voided is determined by the contract agreement, as well as whether the artist may include their signature on the mural.
 - (2) The contract agreement must also address responsibilities for maintenance, removal, and artist rights if property ownership changes while the mural is still active.
 - (3) A copy of the contract agreement and any amendments thereto must be provided to the City.

- (k) Copyright ownership will be that of the property owner for reproduction of the image (i.e., stickers, apparel, etc.) unless otherwise agreed upon.
- (l) Murals proposed in the Madison Station Historic District shall also follow the District's Regulations and Guidelines pertaining to mural design and requirements.

Section 3. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

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 ____ day of _____ 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 _____ 2025.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2025-199

AN ORDINANCE FOR THE VACATION OF A UTILITY & DRAINAGE EASEMENT LOCATED WITHIN LOT 2 OF DUBLIN ACRES PHASE 3 SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **D&D Investment Group, LLC**, requesting the vacation of a portion of a utility and drainage easement located within Lot 2 of Dublin Acres Phase 3 Subdivision and further described as follows:

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

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

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

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

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

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

ATTEST:

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

APPROVED this _____ day of July 2025.

Paul Finley, Mayor
City of Madison, Alabama

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

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

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

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

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

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

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

City of Madison, Alabama,
a municipal corporation

Attest:

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

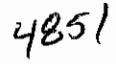
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public



ORDINANCE NO. 2025-198

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

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Sean Flood & Jennifer Karp** requesting the vacation of a portion of a utility & drainage easement located within Lot 27 of 3 Park Preserve Phase 2 Subdivision and further described as follows:

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

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

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

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

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

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

ATTEST:

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

APPROVED this _____ day of July 2025.

Paul Finley, Mayor
City of Madison, Alabama

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

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

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

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

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

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

City of Madison, Alabama,
a municipal corporation

Attest:

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

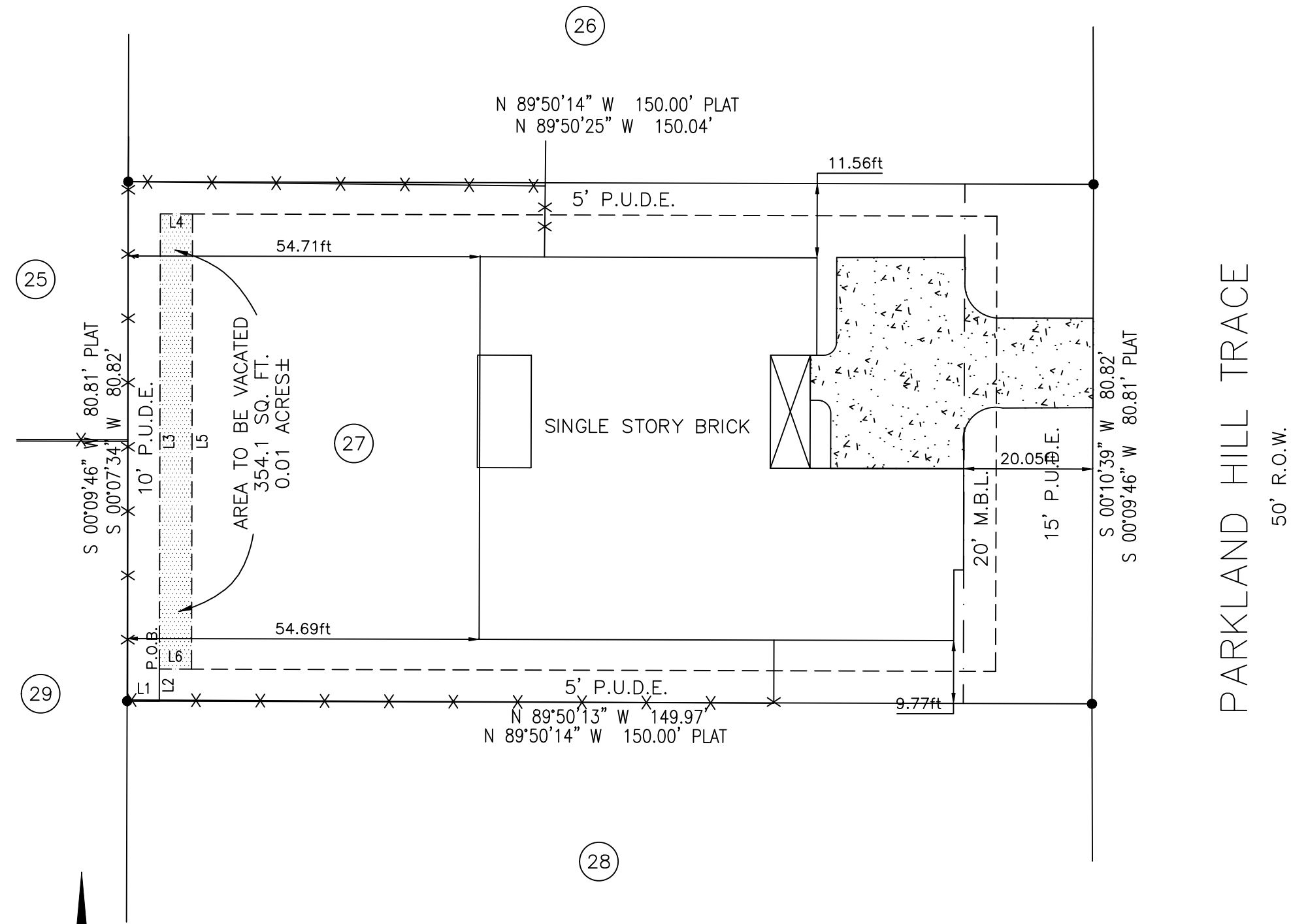
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public



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

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



LEGEND

These standard symbols will be found in the drawing.

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

STATE OF ALABAMA
LIMESTONE COUNTY

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

7I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

DATE: __10-6-23__



LOT SURVEY

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

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