



Agenda

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

6:00 PM
Council Chambers
October 27, 2025

AGENDA NO. 2025-20-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Holly Woodall of Fellowship United Methodist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2025-19-RG, dated October 13, 2025

B. Minutes No. 2025-06-WS, dated October 15, 2025

7. PRESENTATIONS AND AWARDS

A. "Green Apple" Young Professional of the Year Winner at the 2025 PEAK Awards: Curtis Venetta - Madison Chamber of Commerce Marketing & Events Specialist

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. 2025-342-R: Approval of services with Alabama Municipal Insurance Corporation for City Property and Liability Insurance coverage (payable from the General Services Account)
- C. Resolution No. 2025-343-R: Authorizing the renewal of Catastrophic Inmate Medical Insurance coverage from King Risk Partners, LLC (annual premium of \$10,034.04 to be paid from General Services account)
- D. Resolution No. 2025-351-R: Approving travel advances in the amount of \$387.00 each for Tarah Smith, Sherry Vaughn and Brynleigh Wester to attend SERSUN/SERFUND 2025 Fall Conference (to be paid from Police Department budget)
- E. Resolution No. 2025-353-R: Declaring surplus and providing for the disposition of four LUCAS automated CPR devices via trade-in to Stryker Sales, LLC
- F. Acceptance of a check from Madison Street Festival in the amount of \$1,105.64 for the usage of MARS buses (to be deposited into the Recreation Department Salary account)
- G. Acceptance of donation of one (1) ViewSonic 65" Smartboard Display valued at \$1,000 to the Fire Department from Ryan Ledford
- H. Acceptance of donations from: E. Ferge and F. Myers for Arts & Crafts and Painting programs at the Madison Senior Center (\$30 to be deposited into the Senior Center Donations account)
- I. Resolution No. 2025-358-R: Authorizing a Joint Purchase Agreement with the City of Huntsville for the purchase of light duty vehicles from Woody Anderson Ford, Inc.

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

A. Appointment to Madison City Board of Education, Place No. 3

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution 2025-344-R:** Acceptance of Madison Farms, Phase One into the City of Madison Maintenance Program

FACILITIES AND GROUNDS

- A. **Resolution No. 2025-345-R:** Awarding Bid No. 2025-018-ITB for the Public Safety Annex roof replacement to Roofing Solutions, LLC, in the amount of \$249,000.00 (to be paid from Fund 38)
- B. **Resolution No. 2025-346-R:** Authorizing the purchase of one Compact Utility Tractor, with backhoe and bucket, from Deere & Company through Sourcewell Purchasing Cooperative (\$71,692.58 to be paid from Fund 12)

FIRE & RESCUE

- A. **Resolution No. 2025-352-R:** Authorizing a three-year agreement with Vector Solutions for training software (\$10,048.50 to be paid annually from Fire Department budget)

HUMAN RESOURCES

- A. **Resolution No. 2025-298-R:** Approval of FY 2026 Holiday/Payroll Calendar
- B. **Resolution No. 2025-328:** Creating Additional Classifications for the Madison Parks & Recreation Department and the Information Technology Department
- C. **Proposed Ordinance No. 2025-354:** Proposed Amendment to Personnel Policy 11: Attendance and Leave (First Reading, Request to Suspend the Rules and Vote for Immediate Consideration)

INFORMATION TECHNOLOGY

- A. **Resolution No. 2025-340-R:** Authorizing the Mayor to accept a quotation from Unico Technologies for one-year of maintenance support services for Nutanix cloud software subscription (\$80,485.46 to be paid from IT Department budget)

LEGAL

- A. **Proposed Ordinance No. 2025-315:** Authorizing Madison Utilities to dispose of certain real property to the North Alabama Gas District (First Reading 10/13/2025)
- B. **Proposed Ordinance No. 2025-316:** Authorizing Madison Utilities to dispose of certain real property to the Limestone County Water and Sewer Authority (First Reading 10/13/2025)

PLANNING

- A. **Proposed Ordinance No. 2025-267:** Establishing an Arts & Entertainment District in Downtown Madison (First Reading 10/13/2025)
- B. **Proposed Ordinance No. 2025-312:** Vacation of utility and drainage easement located within 241 Concord Drive, Lot 12 Block 2 of Stoneridge III Subdivision (First Reading 10/13/2025)

POLICE

- A. **Resolution No. 2025-347-R:** Authorizing a Memorandum of Understanding with ALEA for participation in the Alabama Drug Enforcement Task Force

RECREATION

- A. **Resolution No. 2025-348-R**: Authorizing purchase of skid-steer track loader from Sourcewell Purchasing Cooperative (\$79,191.29 to be paid from Recreation Department budget)
- B. **Resolution No. 2025-349-R**: Authorizing the purchase of LED lighting for the Lower Quad at Palmer Park from MUSCO Sports Lighting, LLC through Sourcewell National Purchasing Cooperative (\$459,900 to be paid from Fund 38)
- C. **Resolution No. 2025-350-R**: Authorizing the purchase of a restroom building for Sunshine Oaks Park from Public Restrooms Company through Sourcewell Purchasing Cooperative (\$274,843 to be paid from Parks & Recreation Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2025-19-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
OCTOBER 13, 2025**

The Madison City Council met in regular session on Monday, October 13, 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.

Billie Goodson provided the invocation followed by the Pledge of Allegiance led by Council President John Seifert.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Absent
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	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, Records Coordinator Lori Spaulding, City Attorney Megan Zingarelli, Information Technology Director Chris White, Public Safety- IT Support Technician Wes Baugh, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, Director of Parks & Recreation Kory Alfred.

Public Attendance registered: Jason Batchelor, Stephanie Sieja, Michelle Gudger, Kenneth Jackson, Billie Goodson, Jaylen Cotton

AMENDMENTS TO AGENDA

RESOLUTION NO. 2025-341-R: AUTHORIZING GRANT APPLICATION AND PURCHASE OF PLAYGROUND EQUIPMENT FOR NEIGHBORHOOD PARKS. Line-item A will be added under Recreation Department Reports.

APPROVAL OF MINUTES

MINUTES NO. 2025-18-RG DATED OCTOBER 8, 2025

Council Member Powell moved to approve Minutes No. 2025-18-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2025-03-SP DATED SEPTEMBER 30, 2025

Council Member Powell moved to approve Minutes No. 2025-03-SP. Council Member Bartlett seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF PROCLAMATION BY MAYOR FINLEY TO REDSTONE TOASTMASTERS CLUB DESIGNATING OCTOBER 21, 2025, AS REDSTONE TOASTMASTERS DAY IN THE CITY OF MADISON

Council President Seifert presented the Proclamation to Redstone Toastmasters Club. Designating October 21, 2025, as Redstone Toastmasters Day in the City of Madison. A representative of Redstone Toastmaster Club gave a short speech. A round of applause was given.

PUBLIC COMMENTS

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

RICHARD TRAVERS

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

- Gooch/Balch roundabout

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$3,328,673.08
Special General Operating account	\$520.90
ADEM Storm Drainage	\$9,800.00
Capital Replacement	\$27,219.55
Infrastructure	\$16,011.98
Gasoline Tax & Petroleum Inspection fees	\$17,486.22
TVA Tax	\$5,570.38
CIP Bond Accounts	\$11,276.69
Library Building Fund	\$2,116.60
Water Distribution & Storage	\$3,078.24
½ Cent Reserve	\$1,539.13
Venue Maintenance	\$42,390.00

Regular and periodic bills to be paid

Resolution No. 2025-317-R: Ratification of an Amended Renewal of Supplemental Insurance (\$31,598.60 to be paid from General Operating budget)

Resolution No. 2025-318-R: Authorizing an agreement with TransUnion Risk and Alternative Data Solutions, Inc. (\$225 per month to be paid from Police Department budget)

Resolution No. 2025-326-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 064222 on an incident which occurred June 15, 2025, to a Police vehicle (\$1,392.81 [minus \$1,000 deductible] to be deposited into General Operating account)

Resolution No. 2025-327-R: Declaring personal property formerly used by the Mayor and City Council Members of the 2020-2025 Administration surplus and authorizing its disposal

Resolution No. 2025-329-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 064532 on an incident which occurred August 1, 2025, to a Police Department vehicle (\$4,764.92 [less \$1,000 deductible] to be deposited into General Operating account)

Authorization of third and final payment to GPR-South Madison, LLC pursuant to Resolution No. 2024-162-R, approved on July 8, 2024 (\$297,000 to be paid from General Services - Special Projects)

Acceptance of \$44.22 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

Absent

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Thanked Council Member Powell for 9 years of service on City Council
- Madison Police Department is selling T-shirts benefiting Clearview Cancer Institute
- Madison Fire Department is selling T-shirts benefiting Madison Hospital Breast Cancer Assistance fund

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Bob Jones Homecoming Parade starts at 5:00 on Thursday October 16, 2025
- Civic Awareness Academy has started

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Grateful for the citizens in District 3
- Grateful for City of Madison employees
- Proud of the Safe Haven Baby Box in Madison Fire Station #1

- Wishes only the best for the City of Madison

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:

- Human Resources Committee was held today
- Board of Education interviews are October 15, 2025, at 5:30 in the Council Chambers
- The candidate chosen for the Board of Education will be announced at the next Council Meeting held on October 27, 2025
- Thank you to Council Member Powell for his years of service with the Madison City Council

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Madison Street Festival was a great success
- Thanked the community for coming to Madison Street Festival
- Thanked the individuals that worked on the Madison Street Festival Committee
- Thanked Public Works for their hard work preparing for the Madison Street Festival
- Thanked Madison Police Department for providing wonderful security for the Madison Street Festival

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Farewell to Council Member Powell and blessings for his future endeavors

BOARD/COMMITTEE APPOINTMENTS

RE-APPOINTMENT OF GERALD CLARK TO PLACE 7 OF THE MADISON STATION HISTORIC PRESERVATION COMMISSION WITH A TERM EXPIRATION OF OCTOBER 27, 2028

Council President John Seifert reappointed Gerald Clark to place 7 of the Madison Station Historic Preservation commission. There being no further nominations, Mr. Clark was appointed by consensus.

PUBLIC HEARINGS

Speakers and public hearing applicants who wanted to address agenda items listed under this section of the agenda were instructed to reserve their comments for the public hearing. Before or during the Council Meeting they were asked to sign up for

the public hearing at which they wanted to address Council by texting the word "COMMENT" to the City's automated SMS system at 938-200-8560 or by filling out a card available in the vestibule or from the City Clerk. The project initiator, applicant, owner or agent of the business or property that is the subject of the hearing was allowed to speak for 15 minutes. Residents within the noticed area of the subject property, as well as all other members of the public, were allowed to speak for 5 minutes.

DEPARTMENTAL REPORTS

ENGINEERING

Council President Seifert asked City Engineer Michael Johnson if he would address the concern about the traffic light versus the roundabout at Balch and Gooch Road. City Engineer Michael Johnson reiterated what Council Member Spears mentioned about the engagement with the property owner at the corner and found a design that accommodated his driveway. City Engineer Michael Johnson explained why the roundabout was chosen versus other solutions. He explained part of the reason was due to the number of accidents in that location.

City Engineer Michael Johnson explained that after doing an analysis the data showed that most of the accidents are rear end collisions that come from traffic stopping. He shared that with a roundabout traffic continued moving and was also less maintenance. Council Member Wroblewski asked if the start date was still approximately in May 2026. City Engineer Michael Johnson clarified that was correct and what was in the contract.

RESOLUTION NO. 2025-305-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC. FOR SURVEYING SERVICES ALONG THE WEST SIDE OF SEGERS ROAD AT MOORE CREEK PHASE 1 SUBDIVISION (\$10,000 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2025-305-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO 2025-311-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH IVALDI ENGINEERING FOR TRAFFIC SIGNAL DESIGN SERVICES FOR PROJECT 26-003 | TOWN MADISON BOULEVARD AND I-565 INTERSECTION IMPROVEMENTS (\$79,457.50 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2025-311-R. Council Member Connie Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO 2025-313-R: AUTHORIZING AMENDMENT NO. 1 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL SURVEYING AND DESIGN SERVICES TO INCLUDE OAK STREET RELATED TO PROJECT 25-006 | SULLIVAN AND MILL INTERSECTION IMPROVEMENTS (\$74,500.00 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2025-313-R. Council Member Connie Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-324-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHEAST, LLC, FOR GEOTECHNICAL WORK ON SEGERS ROAD AND MAECILLE DRIVE (\$10,000 TO BE PAID FROM FUND 38)

Council Member Spears moved to approve Resolution No. 2025-324-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO 2025-325-R: AUTHORIZING AMENDMENT NO. 1 WITH CROY ENGINEERING FOR ADDITIONAL GEOTECHNICAL SERVICES ON PROJECT 25-005 SULLIVAN AND BROWNSFERRY INTERSECTION IMPROVEMENTS (\$3,295 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Seifert moved to approve Resolution No. 2025-325-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

FACILITIES & GROUNDS

RESOLUTION NO. 2025-314-R: AUTHORIZING AN AGREEMENT WITH AMERICAN OVERHEAD DOOR FOR PREVENTATIVE MAINTENANCE SERVICES (\$15,877 TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-314-R. Council Member Connie Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-322-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH J.M. PHILLIPS ENGINEERING, LLC, TO PROVIDE CIVIL ENGINEERING DESIGN SERVICES AND A TOPOGRAPHIC SURVEY FOR A PROPOSED RETAINING WALL ALONG THE TOYOTA FIELD PARKING LOT BOUNDARY TO CORRECT SOIL EROSION (\$19,500 TO BE PAID FROM THE MULTI-USE VENUE MAINTENANCE FUND)

Council Member Wroblewski moved to approve Resolution No. 2025-322-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

FIRE & RESCUE**RESOLUTION NO. 2025-319-R: AUTHORIZING A SUBSCRIPTION AGREEMENT WITH LOCALITY MEDIA, INC. FOR A ONE-YEAR SUBSCRIPTION TO FIRST DUE SOFTWARE (\$34,497.23 TO BE PAID FROM FIRE DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2025-319-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-320-R: AUTHORIZING AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH VICKERS CONSULTING SERVICES, INC. FOR PREPARATION OF AN UPDATED ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION (\$250 TO BE PAID FROM FIRE DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2025-320-R. Council Member Denzine seconded. The vote was taken and 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	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye

Motion carried.

LEGAL**PROPOSED ORDINANCE NO. 2025-302: AUTHORIZING FRANCHISE AGREEMENT WITH UNITI FIBER GULFCO, LLC (FIRST READING 09/22/2025)**

Council Member Powell moved to approve Proposed Ordinance No. 2025-302. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2025-315: AUTHORIZING MADISON UTILITIES TO DISPOSE OF CERTAIN REAL PROPERTY TO THE NORTH ALABAMA GAS DISTRICT (FIRST READING)

This is a first reading

PROPOSED ORDINANCE NO. 2025-316: AUTHORIZING MADISON UTILITIES TO DISPOSE OF CERTAIN REAL PROPERTY TO THE LIMESTONE COUNTY WATER AND SEWER AUTHORITY (FIRST READING)

This is a first reading

PLANNING

PROPOSED ORDINANCE NO. 2025-267: ESTABLISHING AN ARTS & ENTERTAINMENT DISTRICT IN DOWNTOWN MADISON (FIRST READING)

This is a first reading

PROPOSED ORDINANCE NO. 2025-289: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT 1 OF TALL OAKS SUBDIVISION (FIRST READING 09/22/2025)

Council Member Spears moved to approve Proposed Ordinance No. 2025-289. Council Member Wroblewski seconded. The vote 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	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried

PROPOSED ORDINANCE NO. 2025-290: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 7A & 7B OF A RESUBDIVISION OF LOT 7 OF ARLINGTON PARK SUBDIVISION (FIRST READING 09/22/2025)

Council Member Powell moved to approve Proposed Ordinance No. 2025-290. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried

PROPOSED ORDINANCE NO. 2025-291: VACATION OF DRAINAGE EASEMENT LOCATED WITHIN LOTS 122-124 OF BELLAWOODS PHASE 4 SUBDIVISION (FIRST READING 09/22/2025)

Council Member Spears moved to approve Proposed Ordinance No. 2025-291. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried

RESOLUTION NO. 2025-308-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2025-307; REZONING CERTAIN PROPERTY OWNED BY BEVERLY WILSON CONSISTING OF 1.28 ACRES, LOCATED AT THE NORTHWEST CORNER OF HUGHES ROAD AND EASTVIEW DRIVE, FROM R-1A (LOW DENSITY RESIDENTIAL) TO B2 (COMMUNITY BUSINESS) (FIRST PUBLICATION 10/22/2025, SYNOPSIS 10/29/2025, PUBLIC HEARING 11/24/2025)

Council Member Powell moved to approve Resolution No. 2025-308-R. Council Member Seifert seconded. Council Member Powell asked if that was where the church was. Director of Development Services Mary Beth Broeren shared that there use to be a mobile home on the property, but it is currently vacant. She shared that its just south of St. Matthews Episcopal Church and northwest of Valley Presbyterian. Council member Denzine asked what was going to be put in that location. Director of Development Services Mary Beth Broeren shared that there wasn't anyone identified right now, she stated that the question had also been asked by the planning commission.

Director of Development Services Mary Beth Broeren stated that the individuals were currently just looking to sell it and that it had been on the market as residential and didn't sell so are now looking to rezone it as commercial. Council member Denzine shared that she was concerned with the traffic flow in that area. Council President Seifert shared that those parts would come as part of their Platt development and would go before the planning commission to make sure all the regulations were met. The vote was taken and recorded as follows:

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

Motion carried

PROPOSED ORDINANCE NO. 2025-312: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 241 CONCORD DRIVE, LOT 12 BLOCK 2 OF STONERIDGE III SUBDIVISION (FIRST READING)

This is a first reading

POLICE

RESOLUTION NO. 2025-321-R: AUTHORIZING AN AGREEMENT WITH CONFIRMOK, LLC, FOR AUTOMATED DAILY CHECK-INS FOR ELDERLY, HOME-BOUND QUALIFIED CITIZENS IN THE CITY (\$250 PER MONTH FEE FOR ONE YEAR TO BE PAID FROM POLICE DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2025-321-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	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye

Motion carried

RECREATION

RESOLUTION NO. 2025-341-R: AUTHORIZING GRANT APPLICATION AND PURCHASE OF PLAYGROUND EQUIPMENT FOR NEIGHBORHOOD PARKS

Council Member Spears moved to approve Resolution No. 2025-341-R. Council Member Denzine seconded. The vote was taken and 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	Aye
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye

Motion carried

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

ADJOURNMENT

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

Council Member Maura Wroblewski	Aye
---------------------------------	-----

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

Motion carried.

The meeting was adjourned at 6:50 p.m.

Minutes No. 2025-19-RG, dated October 13th, 2025, read, approved and adopted this 27th day of October 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. 2025-06-WS
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
October 15, 2025**

The Madison City Council met for a public work session on Wednesday, October 15, 2025, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the interviews began promptly at 5:30 p.m. by Council President Pro Tem Ranae Bartlett.

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	Present
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Recused
Council District No. 7 John Seifert	Recused

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Executive Assistant Myranda Staples, Municipal Records Coordinator Lori Spaulding, Police Chief Johnny Gandy

The published purpose of the work session was to interview candidates for appointment to Place 3 of the Madison Board of Education. The Council interviewed the following individuals:

- Patricia Batchelor
- Karen Denzine
- Teresa Halbrooks
- Katiya McKinney
- John Siefert

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 7:40 p.m.

Minutes No. 2025-06-WS, dated October 15th, 2025, read, approved, and adopted this 27th day of October 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



FOR IMMEDIATE RELEASE

Sept. 25, 2025

Madison Chamber's Curtis Venetta Honored as "Green Apple" Young Professional of the Year at 2025 PEAK Awards

MADISON, AL - The Madison Chamber of Commerce is proud to announce that Curtis Venetta, Marketing & Events Specialist, has been named the "Green Apple" Young Professional of the Year at the 2025 PEAK Awards, hosted by the Alabama Mountain Lakes Tourist Association (AMLA).

The PEAK Awards recognize excellence in North Alabama's tourism and hospitality industry, honoring individuals and organizations who demonstrate innovation, leadership and dedication in promoting the region.

"In my many years, I have rarely seen someone make such a powerful impact in such a short time," said Madison Chamber President Michelle Epling, IOM. "Curtis has been in the tourism field less than one year, yet his leadership and creativity have already elevated Madison's tourism efforts."

One of Venetta's most notable projects was the launch of Madison's first Asian-American & Pacific Islander (AAPI) Foodie Scavenger Hunt, created in partnership with influencer Katiya McKinney (@thekulturekat). Modeled after the Chamber's popular Trains On Main program, the scavenger hunt highlighted AAPI-owned restaurants across the city, celebrating cultural diversity while driving community engagement and local tourism.

"Curtis has displayed extraordinary initiative, creativity and dedication, while making a measurable difference in promoting local tourism and supporting diverse small businesses," Epling added. "We are incredibly proud to see him recognized at the state level for his outstanding work."

For more information about the Madison Chamber of Commerce and upcoming tourism initiatives, visit www.madisonchamber.com.

Contact:

Madison Chamber of Commerce
230 Hughes Road, Suite C
Madison, AL 35758
Phone: (256) 325-8317
Email: marketing@madisonchamber.com
Website: www.madisonchamber.com

RESOLUTION NO. 2025-342-R**A RESOLUTION TO APPROVE SERVICES WITH ALABAMA
MUNICIPAL INSURANCE CORPORATION FOR CITY PROPERTY AND
LIABILITY INSURANCE COVERAGE**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the City is hereby authorized to continue services with the Alabama Municipal Insurance Corporation for the provision of property and liability insurance coverage; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute, on behalf of the City, any and all documents necessary to continue said coverage. Such coverage shall be provided under a three-year policy with a liability limit of \$4,000,000, for the terms and conditions set forth by the Alabama Municipal Insurance Corporation and as further identified in liability limit *Attachment A*.

READ, PASSED, AND ADOPTED this 27th day of October 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 October 2025

Paul Finley, Mayor
City of Madison, Alabama

INVOICE

ATTACHMENT A

ALABAMA MUNICIPAL
INSURANCE CORPORATION110 North Ripley Street
Montgomery, Alabama 36104
(334) 386-3863PRODUCER
NUMBER
250CUSTOMER
NUMBER
3970INVOICE
DATE
09/23/2025INVOICE
NUMBER
54701CITY OF MADISON, ETAL
(SEE FORM IL 12 01 COM #1)
100 HUGHES ROAD
MADISON, AL 35758

PLEASE MAKE CHECKS PAYABLE TO ALABAMA MUNICIPAL INSURANCE CORPORATION

\$

PAYMENT ENCLOSED

FOR PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT FOR THE TOTAL AMOUNT DUE

ALABAMA MUNICIPAL INSURANCE CORPORATION
110 N. Ripley St. • Montgomery, Alabama 36104 • (334) 386-3863

EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT	EXPIRATION
10/01/2025	0094947281263	Alabama Municipal Insurance Corporation		
		RENEW POL - Auto Commercial Liability	115,016.00	10/01/26
		RENEW POL - Uninsured Motorist	18,376.00	10/01/26
		RENEW POL - Comprehensive	90,953.00	10/01/26
		RENEW POL - Collision	128,215.00	10/01/26
		RENEW POL - Crime	1,000.00	10/01/26
		RENEW POL - Employee Benefits Liabilit	882.00	10/01/26
		RENEW POL - GarageKeepers	2,920.00	10/01/26
		RENEW POL - Commercial General Liabili	150,894.00	10/01/26
		RENEW POL - Increased Limits of Liabil	15,000.00	10/01/26
		RENEW POL - Inland Marine	77,622.00	10/01/26
		RENEW POL - Police Liability	228,560.00	10/01/26
		RENEW POL - Public Officials E&O	78,357.00	10/01/26
		RENEW POL - Property	325,932.00	10/01/26

PREMIUM DUE ON EFFECTIVE DATE SHOWN ABOVE.
NO RECEIPT WILL BE SENT UNLESS REQUESTED.If the insurance is not wanted, the policy or memorandum should be returned to our office at once.
Holding the contract in your possession will be considered your acceptance of it.

1,233,727.00

TOTAL AMOUNT DUE

RESOLUTION NO. 2025-343-R**A RESOLUTION RATIFYING ACCEPTANCE OF PROPOSAL FOR CATASTROPHIC INMATE MEDICAL INSURANCE FROM KING RISK PARTNERS, LLC**

WHEREAS, the City of Madison is required to pay for medical expenses of City inmates housed at the Madison County Detention Facility when they receive treatment from medical providers outside of the Detention Facility; and

WHEREAS, the City Council of the City of Madison desires to continue its insurance coverage to cover costs related to major health procedures for City inmates;

WHEREAS, the renewal policy for Catastrophic Inmate Medical Insurance from King Insurance Partners, LLC, was executed by the Mayor on September 11, 2025, to provide for renewal on October 1, 2025;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor's execution of the renewal policy for Catastrophic Inmate Medical Insurance from King Risk Partners, LLC, is hereby authorized, ratified, and confirmed and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the 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 27th day of October 2025

ATTEST:

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

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

APPROVED this _____ day of October 2025

Paul Finley, Mayor
City of Madison, Alabama



Date of Proposal: August 19, 2025
 Proposed Insured: City of Madison
 City, State: Madison, AL
 Facilities Include: Madison County Detention Facility/ Madison County Jail
 Issuing Company: SiriusPoint America Insurance Company, A.M. Best Rating "A-" Excellent
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.
 Policy Form: Stop-Loss
 Effective Date: October 1, 2025
 Number of Inmates: 25

Specific Coverage:	Option 1
Per Inmate Deductible:	\$5,000
Per Inmate Coverage Limit:	\$250,000
Policy Maximum:	\$1,000,000
Rate Per Inmate Per Month:	N/A
Covered Expenses:	Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:
In-Patient Hospital Services:	
Outpatient Hospital Services:	
Physician Services:	
Outpatient Diagnostic and Lab Services:	Lesser of the Amount Paid or 45% of Eligible Billed Charges
Ambulance Services:	
Medical Services and Supplies:	
Dialysis:	Lesser of the amount paid or 150% of Medicare
Prescription Drugs:	Limited to those provided and administered during a Hospital Stay; Specialty Drugs are Excluded.
Benefits/Exclusions:	
Prior-to-Booking/In-Pursuit:	Included
Security & Guarding:*	Excluded
Dental:	Excluded
HIV/AIDS:	Included
Pregnancy:	Included (Inmate Only)
Specialty Drugs:	Excluded
Substance Abuse:	
Mental and Nervous Disorders:	Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage.
Total Annual Premium:	\$10,034.04

Terms and Conditions:

- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of.
- Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by 9/30/2025, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.
- Claim Provisions: From: To:
 Claims Incurred: October 1, 2025 September 30, 2026

Printed Name: Paul Finley Title: Mayor Date: 9-11-25 Signature: Paul Finley

KING INSURANCE PARTNERS

2075 CENTER POINTE BLVD., STE. 101, TALLAHASSEE, FL 32308 • WWW.INMATEMEDICALINSURANCE.COM • TOLL-FREE: (800) 763-4868 • INMATEMEDICAL@KING-INSURANCE.COM

©2025 King Insurance Partners, LLC. The precise coverage afforded is subject to the terms, conditions and exclusions of the actual policies as issued by the insurance company. This document and all its contents are CONFIDENTIAL and PROPRIETARY and cannot be replaced, disclosed or duplicated to any third party without the prior, written consent of King Insurance Partners, LLC.

RESOLUTION NO. 2025-351-R

**A RESOLUTION TO APPROVE ADVANCES OF TRAVEL EXPENSES
OF OFFICERS OR EMPLOYEES OF THE CITY OF MADISON, ALABAMA**

WHEREAS, in conducting business of the city, one or more officers or employees of the City of Madison will travel to Jekyll Island, Georgia to attend the SERSUN/SERFUN 2025 Fall Conference, and

WHEREAS, the following employees or officers have requested an advance of travel expenses in the amount stated below:

Tarah Smith	\$387.00
Sherry Vaughn	\$387.00
Brynleigh Wester	\$387.00

WHEREAS, in accordance with Alabama Code Section 36-7-3, the City Council desires to approve advances of funds to defray these expenses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that advances of the above-stated amounts are hereby approved for each of the listed officers or employees to defray travel expenses for the purposes stated.

BE IT FURTHER RESOLVED that within ten (10) days after returning from said travel each officer or employee shall file with the budge officer an itemized statement accounting for travel advances approved hereunder. If the sum advanced exceeds expenses incurred, the officer or employee shall refund to the city any excess advance. If approved itemized expenses exceed the amount advanced, the officer or employee shall be reimbursed for the expenses for which no advance was made.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-353-R

**PROVIDING FOR THE DISPOSITION OF EQUIPMENT PURSUANT TO SECTION 16-107 OF
THE CODE OF ORDINANCES OF THE CITY OF MADISON**

WHEREAS, the City of Madison has in its possession the following equipment, which has been used or consumed in the normal course of the business of the City:

Quantity	Description
1	LUCAS 2 automated CPR device Serial No.30148217, Asset No. 06785
1	LUCAS 2 automated CPR device Serial No. 30135804, Asset No. 06865
1	LUCAS 2 automated CPR device Serial No. 30136842, Asset No. 06786
1	LUCAS 2 automated CPR device Serial No. 30137363, Asset No. 06866

; and

WHEREAS, the City Council, at its regular meeting held on September 8, 2025, approved the trade-in of the above-referenced four LUCAS 2 automated CPR devices to Stryker Sales, LLC, via Resolution No. 2025-272-R; and

WHEREAS, the equipment is no longer needed for public or municipal purposes and is due to be traded in accordance with Resolution No. 2025-272-R; and

WHEREAS, Article V, Section 16-107, of the Madison City Code, provides for disposition and trade of equipment pursuant to resolution of the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Fire Department is hereby authorized to dispose of the surplus personal property, as listed above.

READ, APPROVED, and ADOPTED this 27th day of October 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 October, 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-344-R

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE
THE SUBDIVISION IMPROVEMENTS FOR
MADISON FARMS, PHASE ONE**

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 October 27, 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 Madison Farms Subdivision, Phase One, as recorded in the Limestone County Probate Office in Plat Book L, Pages 202-205.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of October 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 _____ 2025

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: MADISON PHARMS PHASE 1

Principal: BROWNS FERRY INVESTMENT, LLC

Bond No: 55111763 Amount: \$871,317.⁰⁰ LOC ☒ Cash ☐

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

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

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

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

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

IN WITNESS WHEREOF, we hereunto set our names and seals on this 27 day of October, 2025.

Notario Yane C.

WITNESS

PRINCIPAL

By: _____

Its: Managing Member

APPROVED:

City Engineer

Date _____

ACCEPTED:

CITY OF MADISON

Mayor

Date _____

ATTEST:

City Clerk - Treasurer

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, are 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 any 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: October 27th 2025

Consulting Engineer: MTTR Engineers, Inc

Address: 3 Riverchase RDG Hoover AL 35244



By: Jeremy Taylor

Its: President

CITY OF MADISON & MADISON WATER AND WASTEWATER BOARD
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: MADISON FARMS PHASE 1

Plat Book L Page 202 ~~8224~~ - 205

Probate Records of Limestone 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.

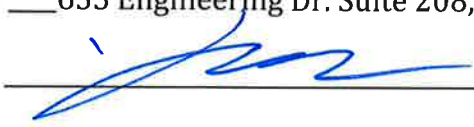
The applicant knows of no defects from any cause in these improvements. Applicant certifies that said improvements are free and clear of any encumbrance or loan.

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: October 27th 2025

Developer: BROWNS FERRY INVESTMENT, LLC

Address: 655 Engineering Dr. Suite 208, Peachtree Corners GA 30096

By: 
JINSONG YANG

Its: Managing Member

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

Subdivision: MADISON FARMS PHASE 1

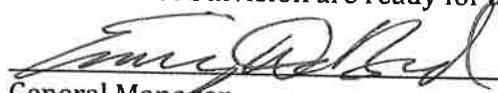
Plat Book L Page(s) 202-205 or Document # _____

Probate Records of Limestone County, Alabama.

The water and sanitary sewer systems of the above-referenced subdivision have passed required tests and inspections 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 ____ day of _____, 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 Engineering

Upon affirmative vote of the City Council of the City of Madison on this the 27th day of October, 2025, dedicated subdivision improvements in the above referenced subdivision are hereby accepted into the maintenance system of the City of Madison.

Council President

Mayor



2050 PARKWAY OFFICE CIRCLE, 2ND FLOOR, HOOVER, AL 35244.
 S.W.I.F.T. UPNBUS44XXX
 PHONE (866)828-6928 FAX (205)905-5051

IRREVOCABLE LETTER OF CREDIT NO. 55111763
 (FOR MAINTENANCE BOND)

ISSUANCE DATE: 10/14/2025
 EXPIRATION DATE: 11/26/2027

ISSUING BANK:
 REGIONS BANK
 2050 PARKWAY OFFICE CIRCLE
 2ND FLOOR
 HOOVER, AL 35244
 (HEREINAFTER "BANK")

BENEFICIARY:
 CITY OF MADISON
 100 HUGHES ROAD
 MADISON, AL 35758
 (HEREINAFTER "CITY")

APPLICANT:
 BROWNS FERRY INVESTMENT LLC
 4037 US HWY 231, SUITE A
 WETUMPKA, AL 36096
 (HEREINAFTER "DEVELOPER")

AMOUNT: \$871,317.02 (EIGHT HUNDRED SEVENTY ONE THOUSAND THREE HUNDRED SEVENTEEN AND 02/100 U.S. DOLLARS)

SUBDIVISION: MADISON FARMS PHASE 1

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



Our reference Number: 55111763

Page: 2

MEET WITH DUE HONOR UPON PRESENTATION TO BANK.

EXCEPT AS OTHERWISE STATED, THIS LOC IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS" (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 ("UCP600"), OR ANY SUBSEQUENT REVISION THEREOF. AS TO MATTERS NOT COVERED BY THE UCP, THIS CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF ALABAMA.

BANK:

Regions Bank

BY:

Audrey Hodge
(AUTHORIZED SIGNATURE)

RESOLUTION NO. 2025-345-R

RESOLUTION TO AWARD BID FOR NO. 2025-018-ITB, ROOFING FOR PUBLIC SAFETY ANNEX

WHEREAS, in accordance with Alabama’s Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the removal and replacement of the existing roofing on Public Safety Annex (hereinafter, cumulatively, “Project”); and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project’s Invitation to Bid were opened and read on or about October 22, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after review and consideration of all Bids submitted, City staff has informed the City Council that *Roofing Solutions, LLC*, has submitted a Bid for the Project, and it is the lowest responsive, responsible Bidder meeting the specifications of the Project as set forth in the Invitation to Bid; and

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

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

SECTION 1. That in accordance with Ala. Code § 39-5-1(b) (1975), the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with, the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to *Roofing Solutions, LLC*, as the lowest responsive, responsive bidder in the Bid amount of two hundred forty-nine thousand dollars (\$249,000), such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

SECTION 3. That upon the finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to *Roofing Solutions, LLC*, of the City's intent to make such award and are also authorized to proceed with review, completion, and submittal of all contractual matters required by the City's plans and specifications.

SECTION 4. That this award is conditioned upon *Roofing Solutions, LLC*, completing and submitting to the City such documents, information, and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39, and the Contract contemplated therein.

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

SECTION 6. That upon notification from the appropriate City representatives that all requirements for compliant and lawful execution of the resulting Contract have been satisfied by Bidder and that the Mayor has executed such Contract on behalf of the City, the City Attorney shall be, and is hereby, authorized to issue the appropriate Notice to Proceed to the Contractor along with any other documentation necessary to initiate construction of the Project.

SECTION 7. That upon request and notification from the appropriate department that the terms of the Contract preceding and qualifying payment have been satisfied, the Finance Director is hereby authorized to forward payment to *Roofing Solutions, LLC*, in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 27th day of October 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 _____ 2025

Paul Finley, Mayor
City of Madison, Alabama

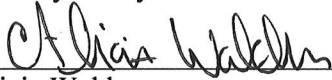


2025-018-ITB / Roof Replacement – Public Safety Annex
Issued October 1, 2025

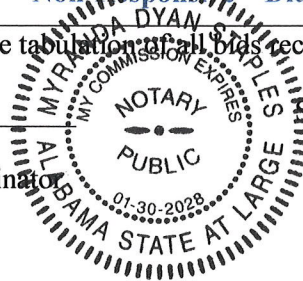
BID TABULATION

Bidder Name	Attended Pre-Bid	All Forms w/ Signatures	Bid Bond	GC's License	Cert. of Ins.	E-Verify	Acknowledged Addendum 1 & 2	Total Base Bid
Roofing Solutions, LLC	Y	Y	Y	Y	Y	Y	Y	\$249,000.00
Thompson Roofing & Construction, LLC	Y	Y	Y	Y	Y	Y	Y	\$285,000.00
Mid-Western Commercial Roofers, Inc.	Y	Y	Y	Y	N	Y	Y	\$292,720.00
Tri-State Roofing Contractors, LLC	Y	Y	Y	Y	N	Y	Y	\$301,346.00
Foam-Crete, Inc. of Chattanooga	Y	Y	Y	Y	Y	Y	Y	\$335,058.00
Advanced Roofing Solutions, LLC	Y	Y	Y	Y	N	Y	Y	\$346,000.00
Alabama Roofing & Sheet Metal Co, Inc.	Y	Y	Y	Y	Y	Y	N	\$395,000.00
E Cornell Malone Corporation	Y	Y	Y	Y	Y	Y	Y	\$412,545.00
Garner & Associates Roofing & Facility Services	Y	Y	Y	Y	N	Y	Y	\$440,800.00
Genesis Roofing Company	Non-Responsive – Did not submit bid on Updated Bidder Pricing Sheet issued in Addendum #2							
Bluebird Roofing	Non-Responsive – Did not submit bid on Updated Bidder Pricing Sheet issued in Addendum #2							
Rendall General Contractors, LLC	Non-Responsive – Did not submit bid on Updated Bidder Pricing Sheet issued in Addendum #2							

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


Alicia Walden

Administrative Planning and Bidding Coordinator



worn to and subscribed before me this 22nd day of October, 2025.


Notary Public

City of Madison, Alabama
 Bid Number: 2025-018-ITB
 Project: Roof Replacement – Public Safety Annex
 Issued: October 1, 2025



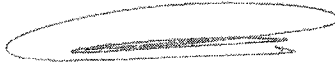
UPDATED BIDDER PRICING SHEET

BIDDER NAME: Roofing Solutions, LLC
 ADDRESS: 17260 Jefferson Hwy, Ste D
 CITY/STATE/ZIP: Baton Rouge, LA 70817

Bid Subtotal: \$ 224,000.00
 Contingency: + \$25,000.00
 Total Bid Amount: = \$ 249,000.00

I, Tupac de la Cruz, as Co-Manager
 for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

10/22/25
 Date


 Signature of Authorized Representative

RESOLUTION NO. 2025-346-R

A RESOLUTION AUTHORIZING PURCHASE OF COMPACT UTILITY TRAILER THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

WHEREAS, by virtue of passage of Resolution No. 2014-06-R, the City Council has authorized qualified purchasing through the Sourcewell governmental purchasing cooperative, formerly known as National Joint Powers Alliance ("NJPA"); and

WHEREAS, the Facilities & Grounds Department has requested the purchase of one Compact Utility Tractor, with backhoe and bucket, from Deere & Company ("Deere"), as described in the quote dated October 14, 2025, which is attached to this Resolution; and

WHEREAS, the Alabama Department of Examiners of Public Accounts has approved the competitive bid process conducted by Sourcewell, and the Facilities & Grounds Department has verified that the Compact Utility Tractor is not available for purchase on any bid that has been awarded by the State of Alabama; and

WHEREAS, the Facilities & Grounds Department has verified that Deere is a participating Sourcewell vendor holding a valid Alabama business license;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, the above-mentioned purchase and payment therefor are hereby authorized, the total amount expended not to exceed **seventy-one thousand, six hundred ninety-two dollars and fifty-eight cents (\$71,692.58)**, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

READ, APPROVED, AND ADOPTED this 27th day of October 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



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

Aaron Rice

Ag-Pro

1534 Highway 411 North

Cartersville, GA 30121

Work Phone: 7703870340

Cell Phone: 7703870340

Email: AaronRice@agproco.com



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513-2789 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Aaron Rice
Ag-Pro
1534 Highway 411 North Cartersville, GA 30121

Prepared For

GERALD SMITH
CITY OF MADISON
PO BOX 38
MADISON, AL 357580038
GERALD.SMITH@MADISONAL.GOV

Prepared By

Aaron Rice
Ag-Pro
1534 Highway 411 North
Cartersville, GA 30121
7703870340
AaronRice@agproco.com

Quote Id 1198755

Creation Date 14-Oct-2025

Expiration Date 13-Nov-2025

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
4052R Compact Utility Tractor (40 PTO hp)	\$68,111.56	\$56,308.06	1	\$56,308.06
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) bnp.labels.PRICE_EFFECTIVE_DATE: 29-Jan-2025				
485A Backhoe	\$14,905.00	\$12,366.10	1	\$12,366.10
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) bnp.labels.PRICE_EFFECTIVE_DATE: 29-Jan-2025				
AY11E - 72 In. 4-In-1 Bucket for Current 300/400/500 Series Carrier	\$3,681.00	\$3,018.42	1	\$3,018.42
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) bnp.labels.PRICE_EFFECTIVE_DATE: 29-Jan-2025				
Equipment Total				\$71,692.58

Quote Summary

Total Selling Price	\$71,692.58
Sub-total	\$71,692.58
Balance Due	\$71,692.58

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote # 1198755
Customer CITY OF MADISON

4052R Compact Utility Tractor (40 PTO hp)

QTY In Group : 1

Equipment Notes

Suggested List

Hours	- - -	\$68,111.56
Serial Number	- - -	Selling Price
Stock Number	- - -	\$56,308.06
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	Discount Amount
Price Effective Date	29-Jan-2025	(\$11,803.50)
PUK Parent Serial #		

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
036BLV	4052R Compact Utility Tractor (40 PTO hp)	1	\$44,538.00	18.0%	(\$8,016.84)	\$36,521.16

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
0202	United States	1	\$0.00	18.0%	\$0.00	\$0.00
0409	English Operator's Manual and Decal Kit	1	\$0.00	18.0%	\$0.00	\$0.00
1520	eHydro™	1	\$0.00	18.0%	\$0.00	\$0.00
2050	Cab with Standard Seat	1	\$11,322.00	18.0%	(\$2,037.96)	\$9,284.04
2660	Factory Installed Stereo	1	\$712.00	18.0%	(\$128.16)	\$583.84
4061	Less iMatch™ Quick Hitch Category 1	1	\$0.00	18.0%	\$0.00	\$0.00
5240	16.9-24 (6PR, R4 Industrial, 2 Position)	1	(\$50.00)	18.0%	\$9.00	(\$41.00)
6240	10-16.5 (6PR, R4 Industrial, 2 Position)	1	\$174.00	18.0%	(\$31.32)	\$142.68
1717	Factory Installed Loader with Bucket	1	\$8,879.00	18.0%	(\$1,598.22)	\$7,280.78



JOHN DEERE

Total Base / Options Inc. Tax	\$65,575.00	(\$11,803.50)	\$53,771.50
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Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
BXX11116	EH 3rd SCV Kit 4R Cab	1	\$1,223.37	0.0%	\$0.00	\$1,223.37
BXX10636	Oil Line, Kit, Power Beyond EH Rear SCV 4R Cab	1	\$513.19	0.0%	\$0.00	\$513.19
Total Dealer Attachments Inc. Tax			\$1,736.56		\$0.00	\$1,736.56

Other Charges

Description	List Price
PDI	\$800.00
Total Adjustments Inc. Tax	\$800.00
Selling Price Subtotal	\$56,308.06
Fees	\$0.00
Total Selling Price	\$68,111.56
	(\$11,803.50)
	\$56,308.06



JOHN DEERE

485A Backhoe

QTY In Group : 1

Equipment Notes

Suggested List

Hours ---

\$14,905.00

Serial Number ---

Selling Price

Stock Number ---

\$12,366.10

Contract Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Discount Amount

Price Effective Date 29-Jan-2025

(\$2,538.90)

PUK Parent Serial #

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
6185LV	485A Backhoe	1	\$13,994.00	18.0%	(\$2,518.92)	\$11,475.08

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
0202	United States	1	\$0.00	18.0%	\$0.00	\$0.00
0409	English Operator's Manual and Decal Kit	1	\$0.00	18.0%	\$0.00	\$0.00
1000	Subframe Mounting	1	\$0.00	18.0%	\$0.00	\$0.00
3016	16 In. Bucket	1	\$111.00	18.0%	(\$19.98)	\$91.02
Total Base / Options Inc. Tax			\$14,105.00		(\$2,538.90)	\$11,566.10

Other Charges

Description	List Price
PDI	\$800.00
Total Adjustments Inc. Tax	\$800.00
Selling Price Subtotal	\$12,366.10
Fees	\$0.00
Total Selling Price	\$14,905.00
	(\$2,538.90)
	\$12,366.10



JOHN DEERE

AY11E - 72 In. 4-In-1 Bucket for Current 300/400/500 Series Carrier

QTY In Group : 1

Equipment Notes

Suggested List

Hours	---	\$3,681.00
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Serial Number	---	Selling Price
---------------	-----	---------------

Stock Number	---	\$3,018.42
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Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	Discount Amount
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Price Effective Date	29-Jan-2025	(\$662.58)
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PUK Parent Serial #

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
2212XF	AY11E - 72 In. 4-In-1 Bucket for Current 300/400/500 Series Carrier	1	\$3,681.00	18.0%	(\$662.58)	\$3,018.42
Total Base / Options Inc. Tax			\$3,681.00		(\$662.58)	\$3,018.42

RESOLUTION NO. 2025-352-R

A RESOLUTION AUTHORIZING SOFTWARE LICENSE SUBSCRIPTION WITH VECTOR SOLUTIONS

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a renewed software license subscription with Target Solutions Learning, LLC, d/b/a Vector Solutions, for training management software and support services, according to Quote No. A-473722, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as Attachment A. 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 Target Solutions Learning, LLC, d/b/a Vector Solutions, in the amount(s) and manner authorized by the proposal 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 27th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

Quote ID
Q-473722Contact Name
Macey Stretch

Schedule A – Revision

This Contract Revision Form replaces and supersedes Schedule A to the Client Agreement signed on **12/12/2017** between the Vector Solutions entity and the Client named below as of the Effective Date (Contract Revision Order No. 1 Effective Date).

Date: Wednesday, October 8, 2025

Client Information

Client Name: Madison Fire & Rescue (AL)	
Address: 101 Mill Rd. Madison, AL 35758	
Primary Contact Name: Chris Ramsey	Primary Contact Phone: 256-461-1639

Agreement Term

Effective Date: 12/12/2025	Initial Term: 36 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Chris Ramsey			
Billing Address: 101 Mill Rd. Madison, Alabama 35758		Billing Phone: 256-461-1639 Ext: 5758	
Billing Email: christopher.ramsey@madisonal.gov	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Please note that this is not an invoice.

Annual Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	86	\$112.25	\$9,653.50
TsMAINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$395.00	\$395.00

Annual Total: \$10,048.50

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

Total (including Annual and One-Time): \$10,048.50

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd, Suite 300
Tampa, FL 33609

Madison Fire & Rescue (AL)
101 Mill Rd.
Madison, AL 35758

By: _____

By: _____

Printed Name: Jackelin Maguire

Printed Name:

Title: Renewal Management Manager

Title:

Date: _____

Date: _____

RESOLUTION 2025-298-R

A RESOLUTION TO SPECIFY HOLIDAY OBERVANCE DATES
FOR CALENDAR YEAR 2026

WHEREAS, pursuant to the Personnel Policies and Procedures of the City of Madison, the Madison City Council shall specify the dates holidays are to be observed by the City for each calendar year;

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama sitting in regular session on this the 27th day of October 2025, that the following holidays shall be observed by the City as follows:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year’s Day	January 1, 2026
Martin Luther King Day	January 19, 2026
President’s Day	February 16, 2026
Memorial Day	May 25, 2026
Juneteenth	June 19, 2026
Independence Day	July 3, 2026
Labor Day	September 7, 2026
Veteran’s Day	November 11, 2026
Thanksgiving Day	November 26, 2026
Day after Thanksgiving	November 27, 2026
Christmas Eve	December 24, 2026
(one floating holiday assigned)	
Christmas Day	December 25, 2026

One (1) additional Floating Holiday

READ, PASSED and ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama on this 27th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

2026 City of Madison Holiday and Payroll Calendar

January							June							August							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3		1	2	3	4	5	6							1	
4	5	6	7	8	9	10	7	8	9	10	11	12	13	2	3	4	5	6	7	8	
11	12	13	14	15	16	17	14	15	16	17	18	19	20	9	10	11	12	13	14	15	
18	19	20	21	22	23	24	21	22	23	24	25	26	27	16	17	18	19	20	21	22	
25	26	27	28	29	30	31	28	29	30					23	24	25	26	27	28	29	
														30	31						
February							THE CITY OF MADISONALABAMA plant your roots							September							
S	M	T	W	T	F	S								S	M	T	W	T	F	S	
1	2	3	4	5	6	7										1	2	3	4	5	
8	9	10	11	12	13	14								6	7	8	9	10	11	12	
15	16	17	18	19	20	21								13	14	15	16	17	18	19	
22	23	24	25	26	27	28								20	21	22	23	24	25	26	
							2026 Holidays							27	28	29	30				
							Jan. 1, 2026	New Years Day													
							Jan. 19, 2026	Martin Luther King Day													
							Feb. 16, 2026	Presidents Day													
							May 25, 2026	Memorial Day													
							June 19, 2026	Juneteenth						4	5	6	7	8	9	10	
							July 3, 2026	Independence Day						11	12	13	14	15	16	17	
							Sept. 7, 2026	Labor Day						18	19	20	21	22	23	24	
							Nov. 11, 2026	Veterans Day						25	26	27	28	29	30	31	
							Nov. 26, 2026	Thanksgiving Day													
							Nov. 27, 2026	Day After Thanksgiving													
							Dec. 24, 2026	Christmas Eve						1	2	3	4	5	6	7	
				1	2	3	4	December 25, 2025						8	9	10	11	12	13	14	
5	6	7	8	9	10	11	FY2026 - One (1) Floating Holiday							15	16	17	18	19	20	21	
12	13	14	15	16	17	18		Beginning of Pay Period						22	23	24	25	26	27	28	
19	20	21	22	23	24	25		Pay day						29	30						
26	27	28	29	30				Holiday													
May							July							December							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					1	2				1	2	3	4			1	2	3	4	5	
3	4	5	6	7	8	9	5	6	7	8	9	10	11	6	7	8	9	10	11	12	
10	11	12	13	14	15	16	12	13	14	15	16	17	18	13	14	15	16	17	18	19	
17	18	19	20	21	22	23	19	20	21	22	23	24	25	20	21	22	23	24	25	26	
24	25	26	27	28	29	30	26	27	28	29	30	31		27	28	29	30	31			
31																					

RESOLUTION NO. 2025-328-R

**A RESOLUTION TO MAKE CHANGES TO THE
JOB CLASSIFICATION PLANS**

WHEREAS, the City of Madison has assigned certain positions to the job classification plans and has established pay ranges for those positions; and

WHEREAS, the City of Madison desires to modify the classification plans to reflect current needs of the City, and

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this 27th day of October 2025, that the following changes be made to the Class Plans, to be effective the beginning of the pay period following adoption of the resolution:

New Positions, General Classification Plan:

- PT Exceptional Needs Program Aide – Pay Grade 102
- Cybersecurity Analyst – Pay Grade 113

READ, APPROVED, and ADOPTED this ____ day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

City of Madison

Job Description



Title: Part-Time Exceptional Needs Program Aide

Department: Parks & Recreation

FLSA Status: Non-Exempt

Pay Grade: 102

New Position ☒ Position Change ☐ Effective Date xxx

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

Position supports the inclusion and participation of individuals with disabilities in Parks and Recreation programs, including camps, sports, arts, and community events. Working under the supervision of program coordinator, the aide provides one-on-one or small group assistance to participants with physical, developmental, behavioral, or emotional challenges. Responsibilities include facilitating communication, adapting activities, assisting with mobility or personal care, and promoting positive peer interactions. The aide plays a vital role in ensuring a safe, engaging, and inclusive environment where all participants can thrive. Strong interpersonal skills, patience, and a commitment to inclusion are essential.

Essential Functions/Major Responsibilities:

- Provides direct support and companionship to event participants throughout the duration of any exceptional needs programming/events.
- Assists individuals with mobility, feeding, personal care, and other daily needs as required.
- Participates in and helps facilitate recreational, social, and physical activities.
- Monitors participating in their well-being and promptly report any concerns to supervisory staff.
- Ensures a safe, respectful, and inclusive atmosphere for all attendees.
- Works collaboratively with other aides, volunteers, and event coordinators.
- Assists with setup, cleanup, and transitions between activities as needed.
- Follows all event protocols and emergency procedures.

Secondary Functions:

- Performs other related duties as required.

Job Scope:

- Performs duties with little direction given, operating from established directions and instructions.
- Decisions are made within general company policy constraints but occasionally require independent decision-making.

Supervisory Responsibility:

None

Interpersonal Contacts:

- Interacts with wide variety of staff, citizens, participants, and others. Must maintain professionalism and confidentiality at all times.

Knowledge, Skills, and Abilities:

- Knowledge of developmental and physical disabilities and how they may impact participation in recreational settings.
- Knowledge of first aid and safety practices, including emergency response procedures.
- Knowledge of adaptive sports & arts and crafts.
- Knowledge of and willingness to assist in basic caregiving for those with mobility issues, to include hygiene and feeding if required.
- Skilled in the application of inclusion and accessibility.
- Skilled in the use of behavior management techniques for diverse needs and age groups.
- Skilled in effective communication skills with individuals of varying ability levels, to include non-verbal participants.
- Skilled at promoting a positive and inclusive environment.
- Skilled at conflict resolution and de-escalation.
- Ability to work as a team and collaborate closely with staff, families, and participants.
- Ability to establish rapport with families and participants.
- Ability to exercise patience, empathy, professionalism, and confidentiality in challenging situations.
- Ability to physically assist participants, including lifting, guiding, and pushing.
- Ability to follow directions and safety protocols while working independently or as part of team.

Education and/or Experience:

- High school diploma or GED required.
- Strong background record required due to accessibility to employee and city property and children using city parks and facilities.
- Strong work history of dependability and performance.
- Ability to assist with basic caregiving tasks (e.g., toileting, feeding, mobility support) is required.
- Experience working in high-energy environment is required.
- Experience working with individuals with physical and/or developmental disabilities is strongly preferred. Examples include, but are not limited to, social work, occupational therapy, physical therapy, SPED classrooms, CNA, or similar.

Job Conditions:

- Dependability and consistent attendance is required due to program needs.
- Frequent standing, walking, bending, kneeling, or sitting on the floor to interact with students.
- May require lifting or assisting students with physical disabilities, including transferring to and from wheelchairs or helping with mobility.

Exceptional Needs Program Aide

- Assisting with personal care tasks such as toileting, feeding, or hygiene may be required.
- Must be able to respond quickly in physically active or emergency situations.
- Regularly works with participants who may exhibit challenging behaviors, including aggression, noncompliance, or emotional dysregulation.
- Requires patience, emotional resilience, and the ability to remain calm under pressure.
- Frequent use of de-escalation strategies and behavior support plans.
- Exposure to bodily fluids or contagious illnesses is possible.
- Must maintain confidentiality.
- Required to complete ongoing training in areas such as first aid, CPI (Crisis Prevention Intervention), disability awareness, and behavior management

Physical Capabilities:

- Frequent standing, walking, bending, kneeling, or sitting on the floor to interact with students.
- May require lifting or assisting students with physical disabilities, including transferring to and from wheelchairs or helping with mobility.
- Assisting with personal care tasks such as toileting, feeding, or hygiene may be required.
- Must be able to stand, walk, bend, and lift to 50 lbs.

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description



Title: Cybersecurity Analyst

Department: Information Technology / Information Security

FLSA Status: Exempt

Pay Grade: 113

New Position ☒

Position Change ☐

Effective Date: 10/13/2025

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary: The Cybersecurity Analyst plays a key role in safeguarding the city's information assets from cyber threats. Duties include monitoring, analyzing, and responding to security incidents; implementing security tools and policies; and ensuring adherence to applicable regulations. The analyst collaborates with IT personnel, city leadership, and external partners to reinforce the city's cybersecurity posture and protect vital public services.

Essential Functions/Major Responsibilities:

- Monitor and analyze security alerts, logs, and events to detect and respond to potential threats.
- Conduct vulnerability assessments and work with IT staff and third-party vendors to remediate findings.
- Research and track the latest cybersecurity developments and recommend best practices to the IT Team.
- Assist with incident response, including investigation, containment, eradication, and recovery activities.
- Administer and maintain security technologies, including firewalls, IDS/IPS, network access control (NAC), real-time monitoring tools, and endpoint protection.
- Support disaster recovery and business continuity planning efforts.
- Develop and maintain cybersecurity policies, procedures, and awareness training for city employees.
- Ensure compliance with government security regulations, data privacy laws, and cybersecurity frameworks.
- Provide technical guidance to staff and assist with securing new projects or technology initiatives.
- Assist IT staff with additional projects and tasks as needed.

Secondary Functions:

- Performs other related duties as required.

Job Scope:

- Employees are required to maintain the confidentiality of all personal, private, proprietary, and sensitive information obtained or observed in the course of performing job duties.
- Work is assigned by the supervisor through general instructions and objectives.
- The supervisor reviews completed work through spot checks to ensure compliance with established procedures, accuracy, and the appropriateness of results.
- Guidelines may require the use of judgment, discretion, and interpretation in order to apply them appropriately to specific situations.

Supervisory Responsibility:

- None

Interpersonal Contacts:

- Interact daily with a variety of contacts to include various city employees, vendors, consultants, City of Madison residents, and members of city council.

Knowledge, Skills, and Abilities:

- Knowledge of networking, firewalls, and operating systems.
- Knowledge of cybersecurity frameworks such as NIST, and CIS controls.
- Knowledge using endpoint protection, vulnerability management tools, and incident response procedures.
- Knowledge of network protocols, such as TCP/IP, DNS, HTTP, and VPN technologies, to identify and respond to threats.
- Knowledge of security information and event management (SIEM) tools to analyze and correlate security data.
- Knowledge of malware analysis techniques and common indicators of compromise (IOCs).
- Skill in analyzing logs, network traffic, and system behavior to detect anomalies and intrusions.
- Skill in conducting vulnerability assessments and interpreting results from scanning tools such as Nessus or Qualys.
- Skill in writing clear and concise incident reports and documentation for both technical and non-technical audiences.
- Skill in using scripting languages such as Python or PowerShell to automate routine security tasks.
- Skill in configuring firewalls, intrusion detection/prevention systems (IDS/IPS), and endpoint protection tools.
- Ability to use strong analytical, problem-solving, and communication skills.
- Ability to identify, assess, and prioritize threats in a fast-paced and dynamic environment.
- Ability to communicate effectively with team members, management, and external stakeholders during incident response.
- Ability to remain calm under pressure and take decisive action during cybersecurity incidents.
- Ability to learn and adapt quickly to emerging technologies and evolving threat landscapes.
- Ability to work independently or as part of a team to implement security controls and maintain situational awareness.

Education and/or Experience:

- Bachelor's degree in Cybersecurity, Information Technology, Computer Science, or a related field; or equivalent work experience.
- Relevant certifications such as Security+ and CySA+.

Additional Requirements:

- Strong background required, due to accessibility to city and employee records and information and Police Department files.
- Must be willing to continue education to meet changing job demands and certification and training requirements set by the department.
- Must maintain a current state driver's license to drive independently, and a strong driving record for city-insurance purposes, and record may be periodically checked by the City.

Job Conditions:

- Must consistently demonstrate a high level of judgment and discretion required for maintaining confidential and sensitive information.
- Must be able to work non-standard hours during the week and be available for work on weekends and holidays. Must be able to work overtime with little or no notice.
- Must be willing to rotate to a different assignment when required, and to continuously develop IT skills.
- Must work at the scene of emergency incidents that could include various hazards from fumes, chemicals, toxic substances, obstacles, and adverse weather conditions (primarily related to Police Department IT equipment).
- Full-time position, Monday–Friday, with occasional after-hours support for incidents or system updates.
- Office environment with some off-site work at city facilities as needed.

Physical Capabilities:

- This position's physical requirements involve medium work exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- Must have the use of sensory skills to effectively communicate and interact with other employees and the public using the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle, or feel objects and controls.
- Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to, computers, calculator, copier, and fax machine.
- Standing, walking, moving, climbing, crawling, reaching, pushing and/or pulling also required to move and work on equipment and install cable.
- Capable of kneeling, bending, reaching, carrying, and handling related to computer equipment and running network data cable.

Cybersecurity Analyst

Mayor Approval, Date

Department Head Approval, Date

ORDINANCE NO. 2025-354

**AN ORDINANCE TO AMEND POLICY 11: ATTENDANCE AND LEAVE OF THE
CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES**

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Policy 11: Attendance and Leave (“Policy 11”) on February 10, 2025; and

WHEREAS, the City of Madison Human Resources Department has recommended certain changes to Policy 11, which are summarized as follows: *Define compressed schedule, add clarification that all full time employees must work 40-hours a week while explaining the exemption for firefighters and police officers comes directly from federal law, clarify that attendance and punctuality are required by employees, clean up the leave codes, clarify that employees voluntarily separating from the City may not use sick leave to cover their last 2 weeks, nor will they be given sick leave back if sick leave is donated at time of separation, change the requirement that an employee must work the day before AND after a holiday to receive pay to only need compensable time before OR after the holiday and clarify the types of leave that qualify as compensable time, add holiday policy for essential personnel and adjust floating holidays to be consistent across all departments, and provide guidance for using LWOP excused and set guidelines for the amount of time to be used following FMLA standards; and*

WHEREAS, the City Council’s Human Resources Committee has approved and recommended the above-described amendments to the full City Council, and the City Council desires to amend said Policy 11 in the manner set forth in the attached documents;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Madison, Alabama that *Section 11, Attendance and Leave Policy, of the City of Madison Personnel Policies and Procedures* is hereby repealed and replaced in its entirety with the amended policy attached to this Ordinance. This Ordinance shall become effective upon adoption and 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

POLICY: ATTENDANCE AND LEAVE**Policy Section No. 11**

Date Issued: June 24, 2002

Last Revision: xxxx

SECTION 11 – ATTENDANCE AND LEAVE

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11.1 WORK SCHEDULES AND ATTENDANCE

Hours of Work. City offices and Departments will be open for business as established by the Mayor in coordination with the City Council and Department Heads.

Work Schedule. Each Department Head will establish the actual work schedule for the Department in accordance with the needs of the Department and the City.

Remote Work

Remote work may be available to employees whose jobs can be performed outside of the office, on a temporary, as needed basis only. Approval is subject to Department Head, HR and Mayor approval. Approved employees must ensure a quiet, professional work environment and be accessible to citizens and co-workers during established business hours. The City will provide necessary equipment; but employees are responsible for the care and security of the equipment. Employees are responsible for their own internet service and must use the City’s VPN. Employees may only use City approved tools for communication and collaboration and must conduct regular check-ins with managers. Employees approved for remote work are expected to meet deadlines, attend meetings, and maintain productivity levels. Employees should maintain a safe and ergonomic workplace. Management reserves the right to revoke remote work privileges at any time.

To apply, please see HR for request form. Eligible employees must reapply every 3 weeks.

Remote work shall not be used in lieu of taking leave for FMLA purposes.

Compressed Schedules for Non-essential personnel.

Any non- essential employees assigned to a compressed work week (a compressed work week is defined as a condensed work week where an employee works a minimum of 40 hours a week in less than 5 days) shall either: (1) have their schedule changed to a typical 5-day, 8- hour per day schedule for any week when holidays are assigned in order to manage the 8-hour holiday provisions; OR, (2) continue the compressed schedule in a holiday week and receive 8-hours holiday pay and supplement the additional hours with any other applicable leave, or take leave without pay excused in order to manage the 8-hour holiday provisions. This requirement and options shall be decided and managed by each applicable Department Head.

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Regular Full Time Workweek. Normally, the regularly scheduled workweek for regular full-time classified service nonexempt employees will be forty (40) hours. However, the Fair Labor Standards Act (FLSA) allows for the establishment of an extended work period for sworn law enforcement and fire fighters, and the number of regularly scheduled hours worked in the work period for these classifications will be established in accordance with the FLSA as required to meet Department and City needs.

Regular Part-Time Workweek. The hours part-time service employees and temporary employees work in a workweek will be established by the Department Head. The hours a regular part-time employee works in the workweek cannot be greater than 29 hours. Department Heads must ensure the number of hours a regular part-time employee is allowed to work does not exceed twenty-nine (29) hours per week.

Temporary Employees Workweek. See Service Categories Section, Policy Section 3.1.

Time Reporting. For the purpose of reporting regular time, overtime, leave or tardiness, time shall be rounded to the nearest quarter of an hour (except where otherwise specified under specific leave and pay administration policy sections).

Attendance. Employees shall be at their designated places of work at the beginning of the scheduled work time. If an employee fails to report according to department or city policy, is tardy or absent, leaves the workplace without proper authorization, falsely reports time as actually worked, or misuses leave privileges, such employee is subject to disciplinary action, up to and including termination. Timecards submitted by each employee shall indicate the attendance for the preceding pay period. **Employees are expected to maintain regular attendance and adhere strictly to their assigned work schedules. Consistent punctuality and presence are essential to ensure smooth operations and team collaboration.**

Breaks. Break times (although not legally required except for nursing mothers) will be decided, if applicable, by each Department Head (or their designee). Any breaks for 30 minutes or longer are not considered hours worked as long as the employee is relieved from duty and interruption. With limited exception (as defined by the Department Head or Manager), employees are expected to conduct personal activities during their approved break and lunchtime during the workday.

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Breaks for

Nursing Mothers. Consistent with the Patient Protection and Affordable Care Act, a work break will be allowed for nursing mothers to express breast milk. This includes: (1) A reasonable break time for nursing mothers for up to one year after children's birth each time employee has need to express the milk (employees are typically paid for breaks of short duration of less than 30 minutes); and (2) Provision of a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Employees may consult with their department or Human Resources if they need this accommodation.

**Authorized Leave
and Unexcused
Absence.**

Authorized leave is any absence during regularly scheduled work hours that is approved by the Department Head. Authorized leave may be with or without pay and shall be granted in accordance with these rules on the basis of work requirements.

Scheduled leave may be canceled by the Department Head at any time in the event of emergency situations and/or the necessity for certain manpower requirements (with the exception of Military Leave and most Family Medical Leave. See Policy Sections 11.2.5 and 11.2.6). Should such cancellation of leave occur, the employee shall report to work as directed. Failure to report may result in disciplinary action, up to and including discharge.

Employees must accurately record all leave times on their timecard and must account for all hours that the employee was scheduled to work.

Leave codes include (but are not limited to) the following:

- Admin Leave (all types)
- Banked Holiday
- Floating Holiday
- FMLA (all types)
- Leave without Pay
- Personal Leave
- Sick Leave
- Vacation Leave
- Workers Compensation

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Absenteeism.

An employee shall be responsible for ensuring that notification of any unscheduled absence is reported to his/her immediate managers or other designated individual in accordance with Department policy or, in the absence of a Department policy, within one (1) hour after the beginning of the scheduled workday on which the absence occurs, if possible. An employee must notify his/her managers to report the following information:

- 1) employee's name;
- 2) reason and nature of the absence; (including sufficient information to inform manager if the absence qualifies as FMLA); AND
- 3) expected return date and time.

Unauthorized absences without proper notification may result in unexcused leave without pay and/or disciplinary action, up to and including termination.

Three (3) consecutive workdays' absence without proper notice shall be considered as abandonment of the job and voluntary termination of employment by the employee.

Excessive Absence Without Pay – Unexcused – Corrective Action will be taken for unexcused absences within any 12-month rolling period, as follows:

Employees Regularly Working Less Than 24-Hour Shifts

- 8 Hours – Mandatory Written Warning
- 16 Hours – Mandatory 3 Day Suspension Without Pay
- 24 Hours – Discharge

Employees Regularly Working 24-Hour Shifts

- 12 Hours – Mandatory Written Warning
- 24 Hours – Mandatory 3 Day Suspension Without Pay
- 48 Hours – Discharge

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11.2 LEAVE AND HOLIDAYS

The City of Madison provides the following types of leave for its eligible regular full-time employees: annual leave, personal leave, sick leave, administrative leave (including jury duty, job-related training, inclement weather, bereavement leave), military leave, FMLA Leave, and leave without pay. Employees will not be paid for any leave they have not yet accrued, or for hours in excess of their account balance. Employees must take and account for leave in 15-minute increments, unless otherwise required below.

11.2.1 ANNUAL LEAVE

Annual leave is provided primarily for vacation purposes but may be used for any purpose by an eligible employee.

Accrual of

Annual Leave.

Eligible employees shall accrue annual leave hours at rates based upon their length of City Service in accordance with the following schedule:

Length of Service / Accrual/Work schedule	Hour Accrual Per Pay Period Average of 40-Hour Week	Hour Accrual Per Pay Period Full-Time, 24-Hour Shifts
Less than 5 Years	3.08	4.31
5 Year	4.62	6.46
10 Year	5.54	7.75
15 Year	6.15	8.62
20 Year	6.77	9.48
25 Year	7.69	10.77

Employees on a 24-hour shift schedule who are later reassigned to a standard 40-hour work week shall not lose any accrued leave balance, nor shall the accrued balance be adjusted at the time of transfer only. Once transferred, they will begin accruing leave at the 40-hour week rate.

Likewise, employees assigned to the standard 40-hour work week schedule who are later transferred to a 24-hour shift will not have an accrued leave balance adjusted at time of transfer and shall begin to accrue time at a 24-hour rate.

The Department Head shall manage the leave time and shall send documentation to Human Resources in advance of the transfer so the accrual rates can be adjusted.

All employees shall be subject to leave maximums, separation payout and all other subsection provisions of this policy.

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Eligibility.

All regular full-time employees will be credited with annual leave each pay period, as it is earned. Employees will be eligible for the increase rate of accruals based on length of service by the beginning of the pay period following their anniversary date. Employees are entitled to use accumulated annual leave after receipt of the first paycheck.

Employees returning to the City service within twelve (12) months after their separation date will, upon rehire, accrue annual leave based on their total length of City service.

Employees in non-pay status, temporary status or part-time status are not eligible to accrue annual leave; and accruals will stop once any employee exhausts their accrued leave balance or is in no-pay status, except where required by law.

Leave Requests and Approval.

Requests for annual leave will be made by employees as far in advance as possible of the time desired (at least five (5) workdays in advance, unless otherwise approved by the Department Head) and will be submitted on the City's approved leave form. It will be approved at the discretion of each Department Head, taking into consideration the needs of the City, the Department, and the employee. However, if an employee is on approved leave due to sickness and sick leave accruals are inadequate to cover the absence, the time lost may be charged to the employee's annual leave accruals, if eligible and available.

Leave Maximums. An employee generally will be expected to take annual leave in the year that it is earned. However, a total of 200 hours (280 hours for 24-hour shift employees) of unused leave may be carried forward from one leave year to the next leave year. The carry-over limit equals the most leave any employee could possibly earn in a one-year period. Any accumulated leave that exceeds this amount at the end of the calendar year will be converted to sick leave.

Periodic Pay-out.

Non-probationary employees may request conversion of a maximum of 40 hours (or 56 hours for 24-hour shift employees) of annual leave per calendar year. The annual windows for payout are November-December, April-May each year.

Separation Pay-out.

If an employee fails to give two (2) weeks notice of resignation, fails to return all city-owned equipment or other property as determined by the Department Head, fails to repay all balances due to the City for tuition payments, or fails to schedule an exit appointment with Human Resources to complete all necessary documentation, the employee shall forfeit all accrued annual leave. However, when an employee is either involuntarily

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terminated or mutually separated from the City, he/she may receive annual leave payout regardless of inability to provide a two-week notice. If eligible, after separation, an employee shall be paid at the employee's current straight hourly rate for all unused annual leave up to a maximum of 200 hours (280 hours for 24-hour shift employees). Payment to employees for accrued annual leave will not be made prior to separation but will normally be paid to the employee during the pay period following his/her last regular paycheck.

In the event of an employee's death, payment for accrued annual leave credited to the employee's leave balance up to a maximum of 200 hours (280 hours for 24-hour shift employees) will be made to the employee's direct deposit account on file or to the estate of the deceased employee.

11.2.2 PERSONAL LEAVE

All full-time, regular employees will receive eight hours (8 hours) of personal leave per fiscal year, after receipt of their first paycheck. Employees in non-pay status, temporary status or regular part-time status are not eligible for personal leave. These hours may be used at the employee's discretion, contingent on approval by the Department Head. They may be used for personal purposes, such as child-care, school events, court appearances of a personal nature, family member doctor's appointments, children's sports events, or for any other personal reason. Personal leave must be used in full hour increments.

Personal leave does not carry over to the following fiscal year, nor does it transfer to other leave accounts. Any unused leave will expire on the last day of the fiscal year. No employee will be paid for unused personal leave when he/she separates from City service.

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11.2.3 SICK LEAVE

Sick leave is provided to regular full-time service employees. Sick leave shall not be considered a privilege for employees to use at their discretion but shall be used as **authorized only in case of actual sickness or disability**.

Accrual of Sick Leave.

Regular full-time employees, except those employees who are regularly scheduled to work 24-hour shifts during their workweek/work period, will earn sick leave credit at the rate of 3.7 hours per pay period for a total of 96.2 hours of sick leave per year. Such employees may accumulate and carry forward an unlimited amount of sick leave credit. Employees who are regularly scheduled to work an extended 24-hour shift during their workweek/ work period will earn sick leave credit at the rate of 5.2 hours per pay period for a total of 135.2 hours of sick leave per year. Such employees may accumulate and carry forward an unlimited amount of sick leave credit.

Eligibility.

Eligible employees will be credited with sick leave each pay period, as it is earned. Employees in non-pay status, temporary status or part-time status are not eligible to accrue sick leave; and all accruals will stop once the employee exhausts their accrued leave balance or is in no-pay status, except where required by law.

No employee shall be authorized to take paid sick leave without proper and sufficient accrual. If such leave credits are inadequate to cover absences for which sick leave is granted, the time lost may be charged first to any other authorized accrued leave or leave balance and then as leave without pay excused.

Separation and Rehire.

No employee will be paid for unused sick leave when he/she separates from City service and will forfeit any sick leave accruals. See “Anniversary Dates” in Policy Section 12.1. However, employees returning to the City service within twelve (12) months after their separation date will have half of their sick leave balance restored upon rehire, **unless the sick leave was donated at time of separation. Sick leave may not be used during the last two weeks, after an employee has provided notice of voluntary termination.**

Retirement.

Upon retirement with the Retirement Services of Alabama (RSA), an eligible employee’s unused sick leave may be converted to retirement service credit, consistent with and contingent upon the requirements of RSA. Employees must complete required forms for the conversion at time of retirement application. The leave will be converted the following pay period (before the actual retirement date). Once forms are completed, the

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leave should not be used by the employee. If any leave is used, RSA may adjust the employee's account after retirement. These provisions are subject to changes by RSA or state law at any time.

Periodic Pay-out. Non-probationary employees may request conversion of a maximum of 40 hours (or 56 hours for 24-hour shift employees) of sick leave into either annual leave or into **pay per calendar year** during two annual windows (November-December, April-May each year). However, after conversion, employees must have a minimum remaining sick leave balance of at least 80 hours.

**Use of
Sick Leave.**

Accrued sick leave may be granted to eligible employees for the following types of reasons:

- (a) When the employee is unable to work due to the employee's own illness, injury incurred off-duty, or when his/her presence may endanger the health of fellow workers;
- (b) The employee's doctor, dentist, chiropractor, optometrist, or other physician appointments; or
- (c) Designated (approved) FMLA Leave. (See FMLA policy section.)
- (d) To care for an immediate family member's illness, injury, or "serious health condition," which is defined in the City's FMLA policy, section 11.2.6. For purposes of this policy subsection, "immediate family" may include current spouse, parents, grandparents, children, grandchildren, brother or sister, and equivalent relations of the employee's current spouse and includes "step," in-law, and half-relative equivalents.

**Leave Requests
and Approval.**

To be granted sick leave, an eligible employee must notify her/his managers of their inability to report to work within one (1) hour of usual reporting time if possible, or by such earlier time as may be required by the needs of individual Departments. The employee must notify his/her manager of:

- 1) employee's name;
- 2) reason and nature of the absence; AND (including sufficient information to inform manager if the absence qualifies as FMLA); AND
- 3) expected return date and time.

If the leave qualifies as a Family Medical Leave condition, the employee must also follow all the requirements under the Family Medical Leave

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Section. Failure to comply with these rules or individual Department rules may be cause for denial of sick leave, unexcused leave without pay, and/or disciplinary action, at the discretion of the Department Head.

The Department Head or designated representative shall determine if the employee is making proper use of authorized sick leave benefits. **Proof of illness, including doctor’s certificate or documentation of facility visit, is be required for all absences over 3 days.** Misuse of such leave shall be cause for disciplinary action, up to and including termination.

Limitations on Authorization.

Paid sick leave will not be authorized to any employee actively engaged in outside employment or any type of contract work or self-employment work during his/her regular work shift. However, the employee’s time may be approved for vacation, other paid leave or leave without pay, excused, if applicable.

Returning to Work After Extended Leave Or Serious Medical Event

Regular full and part-time employees who have been absent from duty due to medical leave of a nature or duration that could affect performance (or ability to perform the job with or without reasonable accommodation) shall be evaluated by the City’s physician before returning to duty after the employee provides documentation from his/her personal physician that employee can return to regular duty performing the essential functions of the job. Department Heads must notify the Human Resources Department to schedule an appointment for the employee before setting a firm date for the employee to return to work. Human Resources will provide the City’s physician with copies of each applicable job description that shall define the essential functions of each position. Employees must give prompt notice to their Department Head, provide the documentation from their physician, and must be available for this evaluation before returning to duty.

Return to Work On Light Duty

Employees may return to work on light duty with a temporary medical certification from their treating physician that clearly states specific temporary restrictions, after consultation with HR, and in conjunction with Department Head to receive approval. Temporary assignments must align with the department’s needs and the employee’s temporary health condition. A medical certification must be completed for temporary light duty every three months for recertification. All duties must fall within the realm of the employee’s typical duties, a new position will not be created to meet restrictions set by the physician. Light duty assignments are

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intended to be temporary and cannot exceed one (1) year in durations. After this time, the employee must either return to their full duties or other arrangements may be considered, including potential reassignment at a different pay grade.

The same procedures shall be followed when returning from FMLA.

Fraudulent Use. Any unjustified or fraudulent use of sick leave may result in loss of pay, the time off being charged as unexcused leave and/or disciplinary action, up to and including termination.

**Coordination With
Workers’**

Compensation. When an employee is absent due to a job-related injury or illness, the absence will be compensated in accordance with the Workers’ Compensation Leave Section of this policy.

11.2.4 PAID ADMINISTRATIVE LEAVE

All employees may be authorized leave with pay for inclement weather declaration (see below), jury duty, court attendance as a witness in cases not involving personal litigation, bereavement (see below), voting (see below), or other appropriate reasons as approved by the Department Head and either the Mayor, City Attorney or Human Resources Director. Any fees paid by the employee may be retained by the employee in addition to administrative leave pay. The number of hours of leave granted for each day will not exceed the number of hours the employee is normally scheduled to work for that day.

**Severe
Weather.**

When the City has severe weather, the Mayor shall have the authority to close City Hall and other city facilities, and to declare that non-essential personnel will not report to work or may report to work at a delayed start time. For the actual hours facilities are closed or delayed, the Mayor may grant administrative leave to all non-essential personnel excused from working. When administrative leave is granted, it will not apply to employees who are already absent due to other leave (vacation, sick, no pay, etc.).

However, when business is open and the employee does not report to work, his/her pay or eligible leave accruals will be deducted, or he/she will be on Leave Without Pay. Policy 12.1.1 concerning exempt employees.

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Whenever the Mayor grants such Administrative Leave due to city-wide inclement weather, essential personnel (other than Police and Fire Department personnel) who must report to work will have an alternate day off (or partial day off), totaling the same number of hours city hall was closed, with the approval of their Department Head, that must be taken within 12 months from the day declared. After 12 months or when an employee is terminated, this leave will be forfeited. Police and Firefighters who are regularly scheduled to work will report to work, and the alternate day policy will not apply due to their status as regularly scheduled emergency personnel.

Department Heads or their designee will attempt to notify all employees when facilities are closed. City Hall and other facility closures will normally be announced through various public media sources (may include city email, website, news broadcasts, and Nixle). If employees need a different notification, they shall plan in advance with their Department Head.

The Mayor or Department Heads, as appropriate, shall designate essential personnel based on the needs of the City.

**Bereavement
Leave.**

All full-time employees may be eligible for up to 24 hours of paid bereavement leave following the death of an immediate family member. This leave does not need to be taken on consecutive days but must be used within three months of the date of death. Bereavement leave is intended to support employees during a time of personal loss, and eligibility and definitions of "immediate family" is defined below.

For purposes of this policy subsection, immediate family may include current spouse, parents, grandparents, children, grandchildren, brother or sister, and equivalent relations of the employee's current spouse and includes "step," in-law, and half-relative equivalents. Included within the definition of immediate family may be those persons who live with the family as a member of the family whether related or not, to be determined at the Department Head's discretion.

Bereavement leave is paid only for regularly scheduled workdays missed and not for any other days such as holidays or scheduled days off. Employees may be required by the Department Head to provide some form of documentation of the death and relationship to the employee. The Department Head will determine if the documentation is sufficient to justify the need for the leave.

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Blood**Donations.**

Any regular full-time employee donating blood may be granted up to four (4) hours of administrative leave, according to the following requirements:

- Leave may be granted for the purpose of recovery time on the day the employee gives blood during times the employee is regularly scheduled to work. It may not be granted for additional days or days the employee is already scheduled to be off work.
- The leave may be granted in addition to the time required to make the donation. Time required for the donation itself may also be administrative leave, if it occurs during the employee's regular work hours.
- All such leave must be coordinated with the Department Head and subject to advance Department Head approval.
- The Department Head may require the employee to provide documentation from the donor site indicating the employee donated blood at a specific time and date, especially if the site is not on city property.
- This leave is subject to all other provisions of Personnel Policy Section 11.

The purpose of this leave is: 1) to support and encourage employees desiring on their own to make such a donation; and 2) to allow employees adequate time to recover on the day they donate blood.

Voting Leave.

Alabama law (§17-1-5, Code of Alabama, 1975) requires employers to allow one (1) hour time off to vote, but only for employees whose work schedules do not allow for their work times to begin at least two (2) hours after polls are open or end at least one (1) hour before polls close. Employees must give sufficient advance notice and be registered and qualified to vote in the election. Any additional administrative leave granted for voting (beyond this requirement) will be solely at the Department Head's discretion, considering business needs.

An employee who serves as a precinct election official in Alabama is entitled to take the day off to perform election duties. The time off will not count against an employee's accrued leave. The employee is required to give the Department Head at least seven (7) days advance notice of the need for this leave and furnish evidence of the appointment as an election official.

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11.2.5 MILITARY LEAVE

Authorization of military leave will be in accordance with applicable federal and state statutory requirements. It is the intent of the following policy to comply with all legal requirements concerning military leave. The terms and conditions of this policy are to be construed in accordance with state and federal law. The City of Madison will abide by all the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a cumulative period of up to five (5) years. The intent of this policy is to neither restrict nor broaden statutory requirements related to military leave. As the laws change or as interpretations of the laws change, military leave provisions for employees may change accordingly. The City of Madison reserves the right to amend, modify or discontinue its military leave policy and/or benefits in accordance with applicable federal and state law.

Entitlement.

Unclassified and classified service employees who are active members of the National Guard, Naval Militia, or the State Guard organized in lieu of the national guard or of any other reserve component of the Armed Forces of the United States, and who make a request for military leave of absence for active military duty and/or for training purposes shall be granted military leave of absence from their respective duties. Military leave of absence will be granted for all days that they are engaged in field or coast defense, or other required training, or on other service ordered under the provisions of the National Defense Act, or of the federal laws governing the United States Reserves without loss of time, efficiency rating, annual leave, or any other City provided benefits (including health insurance coverage as set forth below), except to the extent such entitlement is limited by these policies.

Pay While on Military Leave.

No persons granted such leave of absence will be paid for more than 168 hours of military leave per calendar year. This military service includes drills, annual training or military schools and/or active duty.

State Active Service Duty.

Employees will be granted another 168 hours of leave per calendar year when called by the Governor to duty in the active service of the state.

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Annual Leave/
No-Pay Status
Military
Leave.

When an employee has exhausted the 168 hours of paid military leave and remains on active military duty, they may choose—but are not required—to use any accrued annual leave. If the employee elects to use paid leave, it must be taken continuously for the duration of the military duty period or until the accrued leave is exhausted, whichever comes first. If the employee decides not to use their accrued annual leave, or once all accrued leave has been used, any remaining time on military duty will be considered leave without pay.

Military Leave
Supplemental Pay

Once an employee is called into active service in the armed forces of the United States during the war on terrorism and has exhausted all their paid military leave entitlements and has gone on No-Pay status, he/she will be eligible to receive military leave supplemental pay from the City of Madison in an amount equal to the difference between the lower active-duty military base-pay and the public employment base-pay salary which he or she would have received if not called to active service. For this purpose, shift firefighters' salary will be based on the regular 24-hour shift hourly rate of pay times an average of 53 shift hours per week. Eligible employees must make a written request to the Human Resources Department prior to beginning the military assignment and must submit all required paperwork to Human Resources for monthly payments. Required deductions may be taken from the monthly payments.

The City of Madison and its officials reserve the right to change, suspend, interpret or discontinue the program, procedures, or forms at their sole discretion and without advance notice.

Health Insurance.

During military service, eligible employees remain entitled to available health insurance benefits. For the first thirty (30) days on which an employee is on military service, health insurance coverage will be provided (and employee payment of premiums will be required) as if the employee were continuously employed with the City. For leaves lasting longer than 30 days, applicable employees will be eligible to continue their health benefits by paying 100% of the total cost of their health insurance premiums.

Pension/
Retirement Plan
Benefits.

When an employee returns from military leave, the employee may request to make the contributions they would have made if the employee were not on military leave and was continuously employed with the city, as long as all the Retirement Systems of Alabama (RSA) requirements are met.

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Return to Work.

For an employee who has been on military leave for less than thirty (30) days, he/she must return to work at the beginning of the next regularly scheduled workday after release from service, with time allowed for reasonable and safe travel, as well as an eight (8) hour rest period. For service of thirty (30) days or more, but less than one hundred eighty (180) days, an employee must return to work within fourteen (14) days after release from service. For service of one hundred eighty (180) days or more, an employee must return to work within ninety (90) days of release from service. For any employee who is injured during military service, he/she must return to work within two (2) years after release from military service.

Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

Job Position After Return.

For any employee who is on military leave for ninety (90) days or less, he/she will be re-employed in the same position the employee would have held if he/she had remained continuously employed with the City, provided that the employee is qualified, for the position or can become qualified after reasonable efforts by the City to enable the employee to be qualified. For any employee who is on military leave for more than ninety (90) days, he/she will be re-employed: (1) in the same position the employee would have held had he/she remained continuously employed with the City, or (2) in a position of equivalent seniority status or pay, provided that the employee is qualified for the position or can become qualified after reasonable efforts.

If an employee who has been on military leave for more than ninety (90) days cannot become qualified, the employee will be re-employed in any other position of lesser status and pay that the employee is qualified to perform with full seniority.

All employees returning from military leave are entitled to and shall receive the rights, benefits and seniority that they would have attained with continuous employment.

Request For Military Leave.

An eligible employee who wishes to be granted military leave will submit a leave request through the Department Head, together with a copy of military orders, annual training or drill schedules, or other documentation necessary to support the request. The orders for annual training, drill schedules, or active duty must be submitted as soon as the employee becomes aware of the projected date of service. While such request for leave generally should be provided as far in advance as practicable,

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advance notice is not required where precluded by military necessity or cannot reasonably be given in advance. Employees also must submit notice of any changes from the published training schedules in a timely manner. For employees whose schedules normally require work on weekends, each Department Head shall arrange the employee's work schedule to minimize the need for military leave under these policies.

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11.2.6 FAMILY MEDICAL LEAVE

The following text outlines the City's policies in compliance with the federal Family Medical Leave Act (FMLA). Not every detail can be included in this policy; however, it is the intent of this policy to comply with the provisions of the Family Medical Leave Act of 1993 ("the Act"), as may be amended from time to time. The following policy and all terms and conditions set forth herein shall be construed and applied in accordance with the Act. The intent of this policy is to neither restrict nor broaden the requirements of the Act.

Eligibility. Employees must have been employed at least 12 months (not necessarily consecutive) with the City and must have worked 1,250 hours or more in the immediate previous 12 months to be eligible for FMLA Leave.

Employees who missed work due to National Guard or Reserve duty shall have any hours and months the employee would have worked if not called military duty counted in determining FMLA eligibility.

Reasons for Leave.

FMLA Leave is a personal leave-of-absence that may be taken without pay for one or more of the following reasons:

- 1) New Child -- the birth of a child or placement of a child with the employee for adoption or foster care,
- 2) Employee's Serious Health Condition -- the employee's own serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- 3) Family Serious Health Condition -- to care for a spouse, child, parent, who has a serious health condition (Child includes biological, adopted, foster, stepchild, legal ward or a child standing in loco parentis, in which the employee has day-to-day responsibility for care). The definition of "child" is limited to children under the age of 18, or 18 years of age or older who are incapable of self-care because of a mental or physical disability.
- 4) Qualifying Exigency -- arising out of the fact that a spouse, child, or parent is called to covered active duty or has been notified of an impending call to covered active-duty status in the Armed Forces in support of a contingency operation. To qualify for this leave, the family member must be: (a) in a Reserve status (not in the regular armed forces), or (b) in the regular military and deployed in a foreign country AND there must be a "qualifying exigency" arising out of the call to duty.
- 5) Injured Service Member -- An eligible employee may also take up to 26 weeks of leave during a "single 12-month period" to care for a "covered service member" with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member. A "covered service member" means a member of the armed forces (including national guard or reserves) who is undergoing

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medical treatment, recuperation or therapy, is in outpatient status, or is on the temporary disability retired list for a serious injury or illness incurred while on active duty. Unlike other kinds of FMLA leave, this is available only once per covered service member per injury.

Serious Medical Condition.

A serious medical condition is defined as an illness, injury, impairment or physical or mental condition that involves:

- 1) Inpatient care in a hospital, hospice or residential medical facility, including a period of incapacity connected with inpatient care; OR
- 2) Continuing treatment by a health care provider for a serious health condition including:
 - a) a period of incapacity of more than three (3) consecutive full calendar days; PLUS treatment by a health care provider twice, or once with a continuing regimen of treatment; OR
 - b) any period of incapacity related to pregnancy or prenatal care; OR
 - c) any period of incapacity or treatment for a chronic serious health condition (including those requiring periodic visits for treatment by a healthcare provider, continuing over an extended period of time, possibly causing episodic, rather than continuing, periods of incapacity); OR
 - d) a period of incapacity for permanent or long-term conditions for which treatment may not be effective (i.e., Alzheimer's, a severe stroke, terminal stages of a disease such as cancer, etc.) OR
 - e) any period of incapacity to receive multiple treatments (including recovery from those treatments) for restorative surgery or a condition, which would likely result in incapacity of more than three consecutive, full calendar days absent medical treatment.

Not covered: FMLA Leave is NOT ordinarily intended to cover routine physical, eye or dental exams, and cosmetic treatments (unless inpatient treatment is required or there are complications). Ordinarily, unless complications arise, the common cold, flu, earaches, headaches (except migraine), routine dental or orthodontic problems, and periodontal disease are not serious health conditions, and are not generally appropriate for use of FMLA Leave. For all non-serious health conditions, employees should ordinarily use available sick leave.

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**Length and
Timing of Leave.**

FMLA Leave shall be counted for a 12-month period during the City's fiscal year. Eligible employees are entitled to a total of 12 weeks of unpaid leave within any twelve (12) month period (fiscal year).

For Birth or Placement of a Child – FMLA Leave must be taken:

- (1) within 12 months after the birth, adoption or placement of the child, and
- (2) such leave must be taken all at once for birth, adoption, or placement of foster child.

If both parents are employed by the City and eligible for FMLA Leave, they are entitled to a combined 12-week allotment for birth, adoption or placement of a foster child with their spouse. If an employee OR their spouse employee takes FMLA Leave but return before exhausting the allotment, the other parent may take any remaining FMLA Leave.

In any case, the allotment will be reduced by any FMLA Leave the employee has taken during the 12-month calculation period.

For Injured Service Member -- For injured service member leave, the employee and his/her spouse may be limited to a combined total of 26 weeks of leave in a 12-month period, including the types of leave listed above.

Intermittent Leave – When an employee meets requirements to take FMLA on an intermittent basis due to an ongoing chronic condition, an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason, in accordance with the Medical Certification. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.

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**Leave Requests,
Notifications and
Certification
Procedures.****Step 1. Employee's Request for Leave**

- Employees are required to comply with the City's requirements for requesting leave (under "Absenteeism", Section 11.1), and the employee must provide sufficient information for the Managers to reasonably determine whether the FMLA applies to the leave requested and to estimate when and how much leave the employee anticipates needing to take.
- If the employee fails to provide the Manager with sufficient information to determine whether the leave is FMLA-qualifying, the leave may not be granted.
- Employees may also specifically request to use FMLA using the City "Leave Request Form" (from Human Resources or their Department).
- Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is not foreseeable 30 days in advance, employees must provide notice as soon as possible under the circumstances.

Step 2. Manager's Notification of Eligibility, Rights & Responsibilities

- Managers may provisionally allocate absences as FMLA if there is information available supporting one of the "Reasons for Leave" defined by the FMLA Act, within 5 business days (verbally or written).
- Managers provide employees the "FMLA Notice Form" as soon as practicable, and within five (5) business days.
- The Notice shall specifically tell the employee:
 - 1) the type of FMLA requested;
 - 2) the beginning date of the leave;
 - 3) whether or not the employee meets the service requirements for FMLA;
 - 4) Medical Certification requirement for FMLA leave;
 - 5) Other provisions set forth in the personnel policies.
- The employee may be given 15 calendar days to submit Medical Certification for the FMLA (attached to the form).
- A complete copy of the Notice should be forwarded to Human

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Resources for the official FMLA file/record.

Step 3. Employee's Medical Certification

- The employee shall submit a copy of the "Confidential" Medical Certification (if required by the Managers) to the Managers within 15 calendar days.
- If the employee has any questions, he/she may consult a Human Resources Coordinator.
- A copy of the Confidential Forms may be used by the Managers in ensuring that the Timekeeper codes the employee's time as FMLA; and all forms shall be forwarded to Human Resources for the official FMLA file/record.
- If the certification form provided is not complete and sufficient to determine whether the FMLA applies, the Managers may require additional information, limited to the Certification Form items, to be provided by the employee within 7 calendar days (from written notification). The Managers may use the FMLA Determination/Inquiry to communicate with the employee.
- Upon request of the manager, the City's health care provider or Human Resources Department may contact the employee's health care provider for authentication or clarification of the medical certification information, if needed, within the scope of the form.

**Communications
And Certifications
While on FMLA**

Employee Contact -- While on leave, for any of the qualifying reasons, the employee is required to contact his/her immediate managers at least once on or before the end of every (15) business days of leave. The purpose of the contact is to give a status report of the leave, and approximate return to work date.

Eligibility Status Change -- If the employee's eligibility status changes, the Managers must notify the employee of the change within five (5) business days of the Managers learning of the change using the FMLA Determination/Inquiry Form.

Timekeeping and FMLA Balances -- Department Heads (or their Timekeepers) shall enter the proper FMLA codes into the pay system for tracking FMLA balances (See Section 11.1 for Codes).

Reports to Employee -- Upon request by the employee, the Managers (or Timekeeper) must provide total FMLA designations (time reporting reports showing FMLA taken) to the employee, but no more often than

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once in a 30-day period.

Recertification of an Ongoing Condition – After receipt of medical certification, the City may require periodic recertification of a serious health condition:

- (1) At the conclusion/expiration of the certified period; or
- (2) If employee requests an extension of the leave; or
- (3) If circumstances described in the previous certification have changed significantly; or
- (4) If the Manager receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.
- (5) It has been 6 months since the last certification was received (could request sooner based on 1 through 4 above).

Additional Medical Opinion -- The City may also require a second or third medical opinion at the City's expense.

If an employee fails to timely submit a properly requested certification or recertification. FMLA protection for the leave may be delayed or denied.

Intermittent Leave – The Managers may require a fitness-for-duty certification up to once every 30 days for an employee taking intermittent or reduced schedule FMLA leave if reasonable safety concerns exist regarding the employee's ability to perform his or her duties based on the conditions for which leave was taken.

**Coordination With
On-the-Job
Injuries.**

If an employee misses work because of a compensable workplace injury or illness for which the employee receives workers' compensation benefits, and if the injury or illness qualifies as a medical leave under the Family and Medical Leave Act, such leave may be deducted from the employee's 12-week FMLA leave entitlement.

**Pay and
Coordination With
Other Leave.**

Sometimes more than one type of leave may apply to a situation. Where allowed by law, leaves will run concurrently, unless a Manager approves otherwise. FMLA leave (although non-paid according to the Act) may run concurrently with other types of applicable paid and non-paid leave, when eligible:

- (a) sick leave;
- (b) annual leave;
- (c) any other banked or accrued leave (personal leave, banked

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- holiday, floating holiday, etc.);
- (d) workers' compensation leave; or
- (e) leave without pay, excused.

For Workers' Compensation leave, See Workers' Compensation policy section concerning pay provisions. For all other FMLA, although FMLA Leave is unpaid, eligible employees shall first use all applicable accrued leave balances until they are exhausted. After all applicable leave balances have been exhausted, there may be no pay for any further FMLA Leave taken, and the time will be recorded into the payroll system as "FMLA-Unpaid".

**Benefits
Continuation
and Accruals.**

The City may continue group health insurance coverage for an employee on FMLA during the eligible FMLA period, as long as the employee continues to make individual contributions that the employee normally pays towards benefits.

Employees on paid leave during the eligible FMLA period will continue to have payroll deductions including contributions to group benefits deducted each pay period.

An employee on unpaid FMLA leave is responsible for making arrangements to pay the regular employee portion of their insurance premiums each pay period to maintain health insurance coverage during the approved FMLA leave. A 30-day grace period is provided for premium payments. If payment is not received within this grace period, the employee's group health insurance coverage may be canceled in accordance with applicable regulations. See "No Pay Status" Section 11.2.11 and the "Benefits" Section 12.3 of the personnel policies for more information.

Accruals -- Employees are not entitled to accrue annual leave or sick leave during any part of their leave in which they are on NO-PAY STATUS and accruals will be stopped once the balances are exhausted.

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**Reinstatement
And Failure to
Return.**

Upon return from eligible FMLA Leave, employees may be reinstated to their job or to an equivalent position, contingent on the employee following all notice and job requirements and ability to perform the essential functions of the position, unless the employee has otherwise been laid off, reassigned or terminated. Employees cannot be guaranteed return to their regular job.

If an employee does not return to work at the end of his/her qualified leave, such absence may be counted as unexcused, and the employee may be subject to disciplinary action, up to and including termination. The employee may also be responsible for costs the City incurred to maintain insurance during the leave.

Employees are expected to promptly return to work when the circumstances which necessitated leave end. If circumstances change during the leave and the necessary leave period is shorter than originally expected, the employee must give the City reasonable notice (i.e., within two (2) business days) of the changed circumstances where foreseeable and request reinstatement.

Return to Work and Fitness for Duty – If FMLA Leave is for the employee's own serious health condition, the employee may return to work on light duty. See Section 11.2.4, pages 11 and 12.

Once prepared to return to full duty, the employee will be required to provide a fitness for duty statement from the treating medical professional before returning to work certifying the ability of the employee to perform the essential functions of the job. After receiving this statement, the City may, at its discretion and expense, require a second opinion. who have been absent from duty due to medical leave of a nature or duration that could affect performance (or ability to perform essential functions of the job with or without reasonable accommodation) shall be evaluated by the City's physician before returning to duty. This evaluation will be scheduled after the City receives complete fitness for regular duty documentation from the treating physician. See Sick Leave Section.

Should an employee, ineligible for FMLA, but out for an FMLA-like event, the same procedure shall apply when returning to work.

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11.2.7 WORKERS' COMPENSATION LEAVE AND TEMPORARY ALTERNATE LIGHT DUTY

Employees who sustain an occupational injury or illness will be compensated in accordance with the State's Workers' Compensation Act. Employees are expected to follow all the guidelines for Workers' Compensation stated in the City of Madison Employee Safety Manual and as may be required by state law. The following policy and all terms and conditions set forth herein shall be construed and applied in accordance with Alabama's Workers' Compensation Act. The intent of this policy is to neither restrict nor broaden the requirements of the Act.

First Three Days. The first three (3) days that an employee is absent from work will be charged as sick leave, except as provided below. If an employee does not have accrued sick leave to cover the absence, the employee will be charged annual leave, and if annual leave is not available, the employee will be charged other leave balances. If no leave is available, the employee will be placed in a leave-without-pay status. The employee will also be charged with FMLA Leave if applicable and available.

Beyond Three Workdays.

An employee who receives workers' compensation benefits will be placed in a non-pay status for the remainder of his absence, if it exceeds three (3) workdays.

After three days, the employee will be paid by the Municipal Workers' Compensation Fund (MWCF) for the remainder of the days that he/she is out of work based on a 52-week wage statement provided to MWCF by the Human Resources Department within 48 work hours (if practicable) of the date of the injury. If an employee is out of work for more than 21 days, the employee may be reimbursed for the initial three-day waiting period by MWCF. To receive such benefits, the employee must promptly provide the appropriate notification and medical reports.

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**Temporary Alternate
Light Duty.**

Temporary alternate light duty assignments may or may not be provided for workers' compensation injuries, depending on the needs and requirements of the Department, the employee, the treating physician, HR, and the insurance carrier. At the Department Head's discretion, eligible employees may be assigned to a different shift, location and/or function for temporary light duty.

Temporary light duty assignments may be discontinued at any time at the discretion of the Department Head. Temporary alternate duty is not an employee right, nor does it guarantee permanent continuing employment.

**Coordination
With FMLA.**

If an employee misses work because of a compensable workplace injury illness for which the employee receives workers' compensation benefits, and if the injury or illness qualifies as a medical leave under the Family Medical Leave Act (FMLA), such leave may be deducted from the employee's 12-week FMLA leave entitlement.

**Benefits
Continuation and
Leave Accruals.**

When an employee on Workers' Compensation Leave is compensated by the MWCF, for City payroll purposes, the employee will be considered in "No Pay Status". See Sections 11.2.11 and 11.2.12 concerning accruals and benefits.

11.2.8 HOLIDAYS

The following holidays shall be the official holidays for the City of Madison, contingent on City budgeting:

- ☐ New Year's Day
- ☐ Martin Luther King's Birthday
- ☐ President's Day
- ☐ Memorial Day
- ☐ Juneteenth
- ☐ Independence Day
- ☐ Labor Day
- ☐ Veterans Day
- ☐ Thanksgiving Day
- ☐ Day After Thanksgiving

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- ❑ Christmas Day
- ❑ Two Floating Holidays, which may be assigned at the discretion of the Mayor and City Council.

In the event any of the holidays fall on Saturday or Sunday, the City may recognize the previous Friday or the following Monday as the legal holiday. The City Council will specify the dates holidays are to be observed by the City by the end of each calendar year for the next year.

Eligibility.

Regular full-time employees are eligible for holiday pay as provided herein (8 hours for employees scheduled to work an average of 40 hours per week in a work period; see **essential personnel** provision below).

Regular part-time employees may be granted holiday pay only for City-authorized paid holidays that fall on days and hours they are regularly scheduled to work (up to 8 hours) unless the employee is scheduled to work at least the same number of hours that they normally work during the holiday week at the discretion of the Department Head or Manager. Part-time employees are not eligible for floating holidays.

Temporary service employees will not receive holiday pay.

To be eligible to receive holiday pay for an authorized paid holiday, an eligible City employee must be present at work, or on approved leave with pay, on the scheduled days immediately **preceding or following** the paid holiday. An employee on scheduled, authorized (or **approved disciplinary leave**) and compensable leave when the holiday is recognized shall be compensated for the holiday in lieu of the use of accrued leave.

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**Employees Working
Designated Holidays.
(40 Hour Average –
Employees)**

As many employees as possible will be allowed off on a recognized holiday. However, certain responsibilities and duties cannot be dispensed with to ensure and maintain efficient operation of City government. If full-time employees are required to work on a holiday or if they have prior written authorization from their Department Head to work on the holiday, then they shall have such holiday hours deferred and shall be authorized to take said holiday hours off on another day within one (1) year after the holiday worked. If employment is terminated prior to one (1) year after the holiday was worked, the employee may receive holiday pay hours the pay period following the last regular paycheck. The employee shall be authorized one hour for each hour worked on the recognized holiday, not to exceed the value of the holiday.

Essential Personnel

Any essential employee (Police Officers, Firefighters, Dispatchers, certain Public Work employees, and certain Facilities employees) assigned to a compressed work week or work a schedule approved under FLSA laws for police officers and firefighters (a compressed work week is defined as a condensed work week where an employee works a **minimum of 40** hours a week in less than 5 days) that are not in no-pay status (except where required by law) will be compensated for holidays as follows:

- a) Holiday hours will match the regularly scheduled shift the essential employee typically works. For example, an employee that regularly works a 12-hour shift shall receive 12 hours of banked holiday or banked holiday leave. A firefighter typically scheduled to work a 24-hour shift shall receive 24 -hours of holiday pay or holiday leave. While an essential employee who regularly works an 8-hour shift shall receive 8 hours of holiday pay or holiday leave.
- b) The employee will be given the option of receiving either holiday pay or banked holiday time off to be taken, with the approval of the Chief, Department Head, or designated person, at any time within one (1) year from the date the time is earned; provided, however, that no more than forty-eight (48) hours of holiday time off may be taken in any consecutive four (4)-week period. No distinction will be made with respect to holiday compensation for those who work on a holiday and those who are regularly scheduled to be off on a holiday.
- c) Holiday time off not taken within one (1) year of the date earned will be forfeited by the employee.
- d) The employee shall bear the responsibility for making arrangements with their supervisor for holiday time off sufficiently in advance to allow the Department Head to arrange the Department's schedule.

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- Floating Holiday.** If authorized by the City Council, each eligible employee will be entitled to 16 hours of floating holiday hours when they are not preassigned to specific dates by City Council; to be taken in accordance with these guidelines:
- use of floating holiday hours will be approved at the discretion of the employee's Department Head.
 - In the event City Council assigns a holiday, it shall follow the same guidelines on Holiday Plan outlined above for essential and non-essential personnel working a compressed work week and the bank of holiday hours shall be reduced by 8 hours per assigned holiday.
 - Floating holidays must be taken in two (2) hour increments.
 - Employees will not be granted floating holidays while on no-pay status, except where required by law.
 - Floating holidays will be forfeited if not used within the fiscal year for which they are allotted and will be forfeited when the employee terminates employment. Floating holidays may not be carried forward from year to year.

11.2.9 LEAVE WITHOUT PAY EXCUSED

In accordance with Department Policy, an employee who does not have sufficient leave, yet is excused by the Department Head from work temporarily, shall be considered as being on Leave Without Pay Excused. However, an employee WILL NOT be granted Leave Without Pay Excused until the employee has exhausted all applicable leave balances (if it qualifies under the requirements for each leave in the policies and in the increments required).

Appropriate reasons for LWOP excused include, but not limited to, short-term illness, typically not to exceed 120-days, emergency situations, disciplinary suspensions, or other similar situations. Prior to excusing LWOP, Department Heads should consider the impact on operations, the needs of the departments, and the creation of undue hardships for the City and department.

Refer to Policy Section 8.4 for more information.

11.2.10 ABSENCE WITHOUT PAY UNEXCUSED

Any employee who, without good cause, fails to report to work (or reports to work late), without the permission of his/her managers or Department Head, shall be considered as on Leave Without Pay Unexcused for all time absent and shall be subject to disciplinary action, up to and including termination, and shall have all such hours absent reported as Leave Without Pay Unexcused.

An employee who fails to report to work without permission of the managers or Department

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Head for a period of three (3) consecutive workdays shall be considered to have abandoned the job and to have voluntarily resigned from employment without notice.

11.2.11 NO-PAY STATUS

The City will make no contributions to the employee's retirement plan while the employee is on no-pay status; and all leave accruals will stop once the employee exhaust leave balances.

11.2.12 BENEFITS WHILE ON LEAVE OR NO-PAY STATUS

An eligible employee in No-Pay status (or non-paid leave) shall be required to continue individual contributions that the employee normally pays for benefits, unless continuation of benefits as an active eligible employee is not allowed per the benefit provider. Such eligible employees shall make payment to the City in the form of cash, a personal check, cashiers' check or money order, payable to the City of Madison per pay period. However, any continuation of benefit is subject to guidelines and/or requirements of each benefit provider.

Medical

Insurance. Per the City's medical insurance provider, an eligible employee may retain insurance coverage under the plan during an eligible designated FMLA leave period, provided premiums are paid as required.

Insurance provider requirements or laws may cause eligibility and other requirements to change at any time. See Insurance plan booklets for all other provider requirements.

AFLAC

Insurance. Due to the fact that the employee's optional AFLAC policies are paid and monitored by the employee and the city offers payroll deduction, when an employee is on No-Pay status or other unpaid leave, and unable to meet payroll deduction requirements for AFLAC, AFLAC will be temporarily suspended, and it will be the responsibility of the employee to reinstate coverage with the AFLAC Representative upon return to work or arrange for payment to the provider while on "No-Pay Status". Payroll deductions will not be reinstated until Human Resources is officially notified of reinstatement of the AFLAC policy.

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11.2.13 DONATION OF LEAVE**Eligibility
To Request and
Requirements.**

Donations of sick or annual leave will apply only to conditions that are eligible for use of sick leave as described in Section 11.2.3. However, this policy section does not apply to Workers' Compensation Leave, which is covered in Section 11.2.7. To be eligible, employees:

- 1) Must be a full-time Regular employee.
- 2) Must have NOT exhausted a maximum donation limit of 14 weeks in any 12-month rolling period. (560 hours, or 742 hours for 24-hour shift employees).
- 3) Must have exhausted all their sick leave accruals and have no more than twenty-four (24) hours remaining in their annual leave account.
- 4) Employees utilizing FMLA must submit an FMLA Medical Certification completed by the treating physician. Employees not qualifying for FMLA must submit the City's Medical Certification form completed by the treating physician.
 - a. Probationary employees utilizing this program may have their probationary period extended by the amount of leave time taken.
 - b. Probationary employees receiving donations, but not eligible for FMLA must submit a medical certification form to HR for recertification at a minimum of every three (3) months.
- 5) Must submit a Donation Request form within the time period required for each pay period needed.
- 6) Any request must be to accommodate a minimum of three (3) consecutive full days (24 hours for 24-hour shift personnel) in order to qualify.
- 7) Must follow all requirements of the policy and provide any additional information when requested.

Management employees cannot accept leave donations from subordinates or any employee in which they have influence over their work schedule, assignments or other working conditions.

Eligible employees may submit requests for up to **14 weeks of leave in any 12-month rolling period (560 hours, or 742 hours for 24-hour shift employees)**, if they continue to meet all other conditions of the policy.

**Donation
Request Process.**

After completing all required Family Medical Leave paperwork and submitting the Medical Certification form covering the time needed, requesting employees must present completed Donation Request Forms to

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Date Issued: June 24, 2002

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their Department Head (for review) and to Human Resources for each pay period in which they request donated leave, with the employees' consent for the City to communicate to employees a description of the employee's situation.

Timing -- This completed request form must be submitted to the Department Head and Human Resources no later than the 1st Monday of the pay period needed. If the employee is able to work on days in which the employee has received donations during any pay period, it is the responsibility of the employee to contact the HR Coordinator as soon as they are aware of the discrepancy (and no later than their last normal workday of the pay period), so an adjustment can be made.

Human Resources may distribute to each Department of the City via email a description of the leave recipient's situation which potential donors may review and will make an effort to send the email by the 1st Thursday of the pay period. Employees should monitor the results of their donation request in advance by contacting the Human Resources Department.

Donor Process

And Requirements. Each donor employee shall submit a signed authorization form to Human Resources specifying the number and type of leave hours he/she wishes to donate.

Timing -- All completed and approved donor forms must be received by Human Resources no later than two (2) business days (Monday through Friday) before timecards/entries are due to be processed.

Consistent with Policy section 11.2.3, late donations will NOT be made retroactively. Late or larger than needed donation submissions may be credited to the next pay period, only if they are still needed and all other conditions of this policy are met.

Human Resources will only transfer the number of leave hours to be donated, which would bring the employee's sick leave account to the number of hours needed each pay period; not to exceed the number of days specified on the medical certification for the employee. Human Resources will forward the approved donated leave forms to Payroll.

Employees may donate sick leave in one (1)-hour increments up to a maximum of fifty percent (50%) of the amount by which their accrued balance of sick leave exceeds eighty (80) hours. The transfer of donated leave hours to a recipient employee's account is irreversible, and unused leave hours shall not be restored to the donor's leave account.

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Transfer of Leave

Timing Leave balance transfers will normally not be made until the date timecard/entries are due, to allow time for receipt of donor forms and verification. Therefore, timekeepers may have to delay leave entries into the timekeeping system for employees needing donations.

RESOLUTION NO. 2025-340-R**A RESOLUTION AUTHORIZING ACCEPTANCE OF A QUOTATION FROM UNICO TECHNOLOGY, FOR NUTANIX MAINTENANCE SUPPORT SERVICES THROUGH THE NORTH ALABAMA COOPERATIVE PURCHASING ASSOCIATION**

WHEREAS, by virtue of passage of Resolution No. 2017-117-R, the City Council has authorized qualified purchasing through the North Alabama Cooperative Purchasing Association;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a quotation for services from Unico Technology for Nutanix maintenance and support services, said purchase being made through the North Alabama Cooperative Purchasing Association, and said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Product Schedule No. PL-250154" dated September 23, 2025, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of October 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

Pricing pursuant to North Alabama Cooperative Purchasing Association

NACPA Bid #19-07 Manufacturer Supplied IT Equipment & Services
% Off MSRP

Cspire Business	0.00%-50.00%
Unico Technology	5.00%-10.00%
Business Systems & Consultants	10.00%-25.00%

Product Schedule



8300 Alamo Road
Brentwood, TN 37027

Schedule No: PL-250188

Date: 10/15/2025

Valid Through: 11/10/2025

Unico Technology, LLC (Remarketer) agree to license City of Madison (Buyer) the following software products:

Product	Part Number	Qty	List Price	Extended Price	Net Price
Nutanix					
24/7 Production Level Short Term HW Support Renewal for Nutanix HCI appliance NX-1065-G7-HY	RS-HW-PRD-ST	1	\$1,755.40	\$1,226.24	\$1,226.24
24/7 Production Level Short Term HW Support Renewal for Nutanix HCI appliance NX-1065-G7-HY	RS-HW-PRD-ST	1	\$1,090.18	\$761.55	\$761.55
24/7 Production Level Short Term HW Support Renewal for Nutanix HCI appliance NX-1065N-G8-HY	RS-HW-PRD-ST	1	\$1,325.69	\$926.07	\$926.07
Subscription Renewal, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core-1 Year Term	RSW-NCI-PRO-PR	60	\$457.00	\$427.27	\$25,636.20
Subscription Renewal, Nutanix Cloud Man (NCM) Starter Software License & Production Software Support Service for 1 CPU Core-1 Year Term	RSW-NCM-STR-PR	60	\$77.00	\$71.99	\$4,319.40
Subscription Renewal, Nutanix Cloud Manager (NCM) Starter Software License & Production Software Support Service for 1 CPU Core-1 Year Term	RSW-NCM-STR-PR	80	\$77.00	\$71.51	\$5,720.80
Subscription Renewal, Nutanix Unified Storage (NUS) Pro Software License & Production Software Support Service for 1 TiB of data stored, 1 Year	RSW-NUS-PRO-PR	20	\$492.00	\$469.84	\$9,396.80
Subscription Renewal, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core-1 Year Term	RSW-NCI-PRO-PR	80	\$457.00	\$406.23	\$32,498.40
PRODUCT SUBTOTAL			\$88,771.27		\$80,485.46
Grand Total			\$88,771.27		\$80,485.46

*Prices do not include taxes.

Licenses period of performance: 11/13/25 to 12/2/26

Terms:

1. This is a firm order. All returns are subject to vendors' terms and conditions. Sales Taxes, Shipping and Handling are additional.
2. Invoices are issued at time of shipment and are DUE ON RECEIPT. Amounts not paid within 30 days of the invoice date are defined as past due and subject to a FINANCE CHARGE of 0.05% per day on the total unpaid balance.
3. You grant Remarketer a security interest in all software products listed and agree to pay Remarketer the reasonable cost and attorney's fees to collect amounts Past Due. If you fail to pay amounts Past Due, we may remove and revoke your license for any and all of these products.
4. The manufacturers' specific warranty covers these software products. You are responsible for providing the required environment according to the manufacturers' recommendations and for the results obtained by their use. Under no circumstances are we liable for 1) loss of, or damage to, your records or data, 2) incidental damages, or 3) consequential damages (including lost profits or savings) even if you inform us of their possibility.

The laws of the State of Alabama govern this agreement. Partners to this Agreement further submit themselves to and agree to the jurisdiction of the Alabama courts.

Agreed to:

City of Madison, Alabama

Unico Technology, LLC

 Name /Title

 Name

 Signature /Date

 Signature /Date

ORDINANCE NO. 2025-315

**AN ORDINANCE AUTHORIZING THE WATER AND WASTEWATER BOARD OF THE
CITY OF MADISON TO DISPOSE OF ITS INTEREST IN
CERTAIN REAL PROPERTY TO THE NORTH ALABAMA GAS DISTRICT**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "MU") proposes to dispose of an interest in certain real property, described in the attached MU Resolution No. WWB-129- 25, to the North Alabama Gas District, a public utility corporation in the State of Alabama; and

WHEREAS, MU seeks the consent of the City of Madison to the proposed disposition of a non-exclusive interest in said property, in accordance with *Ala. Code* § 11-50-314; and

WHEREAS, the City Council has determined that the above-described easement interest in property is no longer needed for MU's public or municipal purposes;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that the Council does hereby give consent to the proposed disposition of MU's non-exclusive easement interest in the described property to the North Alabama Gas District, as proposed by MU.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of October 2025.

John Seifert, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____ 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. WWB-129-2025

A RESOLUTION TO GRANT AN EASEMENT OVER, UNDER AND ALONG PROPERTY OWNED BY THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON TO FACILITATE PROJECT OF THE CITY OF MADISON

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter "MU"), is the owner of certain property located in the Section 1, Township 4 South, Range 3 West in Limestone County, Alabama (hereinafter, the "Subject Property"); and

WHEREAS, the City of Madison has requested that MU convey a utility easement over, under, and along its property to the North Alabama Gas District (the "District") to facilitate construction of a Roundabout at the intersection of Burgreen Road and Huntsville-Browns Ferry Road, which easement as needed by the District will not interfere with MU's use of the Subject Property and is not needed for MU's operations; and

WHEREAS, the utility easement requested contains approximately 0.01 acre, more particularly described as follows:

A section of Permanent Utility Easement being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770;

thence S 71°12' 38" E a distance of 15.32 feet to a point said point being the Point of Beginning (said point offset 38.80' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+72.05);

thence S 60°54'51" E a distance of 30.90 feet to a point (said point offset 53.86' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+99.04);

thence S 89°57'43" E a distance of 27.80 feet to a point (said point offset 53.91' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+26.84);

thence N 60°54'51" W a distance of 30.90 feet to a point (said point offset 38.85' RT and perpendicular to the centerline of Huntsville Brownsferry Road station 73+99.86);

thence N 89°57'43" W a distance of 27.80 feet to the Point of Beginning, containing 0.01 acres, more or less.

; and

WHEREAS, MU has no water, sewer, or other utility infrastructure within the referenced portion of MU's property and granting the requested easement will not interfere with MU's anticipated use of the Subject Property; and MU does not need to retain the non-exclusive utility easement interest in the Subject Property to be conveyed as requested, for any other public purpose; and

WHEREAS, it is the desire and intent of MU to declare its interest in the referenced non-exclusive utility easement over, under and along the Subject Property to be surplus and to authorize the Chairman of the Board to execute an easement deed to the District.

NOW, THEREFORE, BE IT RESOLVED by the Water and Wastewater Board of the City of Madison, sitting in regular session on this the 6th day of October, 2025, that it declares that the referenced utility easement, described above and on the attached non-exclusive utility easement deed, is not needed for its public purposes and, subject to the consent of the Madison City Council, the Chairman of the Board is hereby directed to execute the attached non-exclusive utility easement deed in favor of the District.

BE IT FURTHER RESOLVED that the Chairman of the Board shall ask the City Council to give its consent to this disposition of property, in accordance with *Ala. Code* § 11-50-314, at its next regularly scheduled meeting.

READ, PASSED, AND ADOPTED THIS 6th DAY OF October, 2025.



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

ATTEST:



Emory DeBord, Secretary-Treasurer

STATE OF ALABAMA

§

§

COUNTY OF LIMESTONE

§

KNOW ALL MEN BY THESE PRESENTS: That the **WATER & WASTEWATER BOARD OF THE CITY OF MADISON**, a public utility corporation in the State of Alabama, doing business as **MADISON UTILITIES** (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the **NORTH ALABAMA GAS DISTRICT**, a public utility corporation in the State of Alabama (hereinafter referred to as "Grantee"), and unto its successors and assigns, a permanent utility easement through, over, and under the following described lands of Grantor:

Page 1 of 2

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POINT OF BEGINNING, CONTAINING 0.01 ACRES, MORE OR LESS.

For the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of electricity, water, gas, and any and all utilities together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to maintain said permanent utility easement granted clear of trees, undergrowth and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TOGETHER with the right of ingress or egress along said easements, with all the rights and privileges necessary or convenient for the temporary use thereof during the period of construction of the utility project, with the right to temporarily place dirt, construction equipment and other construction material on said easements.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of entry and re-entry from time to time as occasion may require for the use of the easements hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the _____ day of _____, 2025.

**THE WATER AND WASTEWATER
BOARD OF THE CITY OF MADISON,
ALABAMA**, a public utility corporation
with the State of Alabama

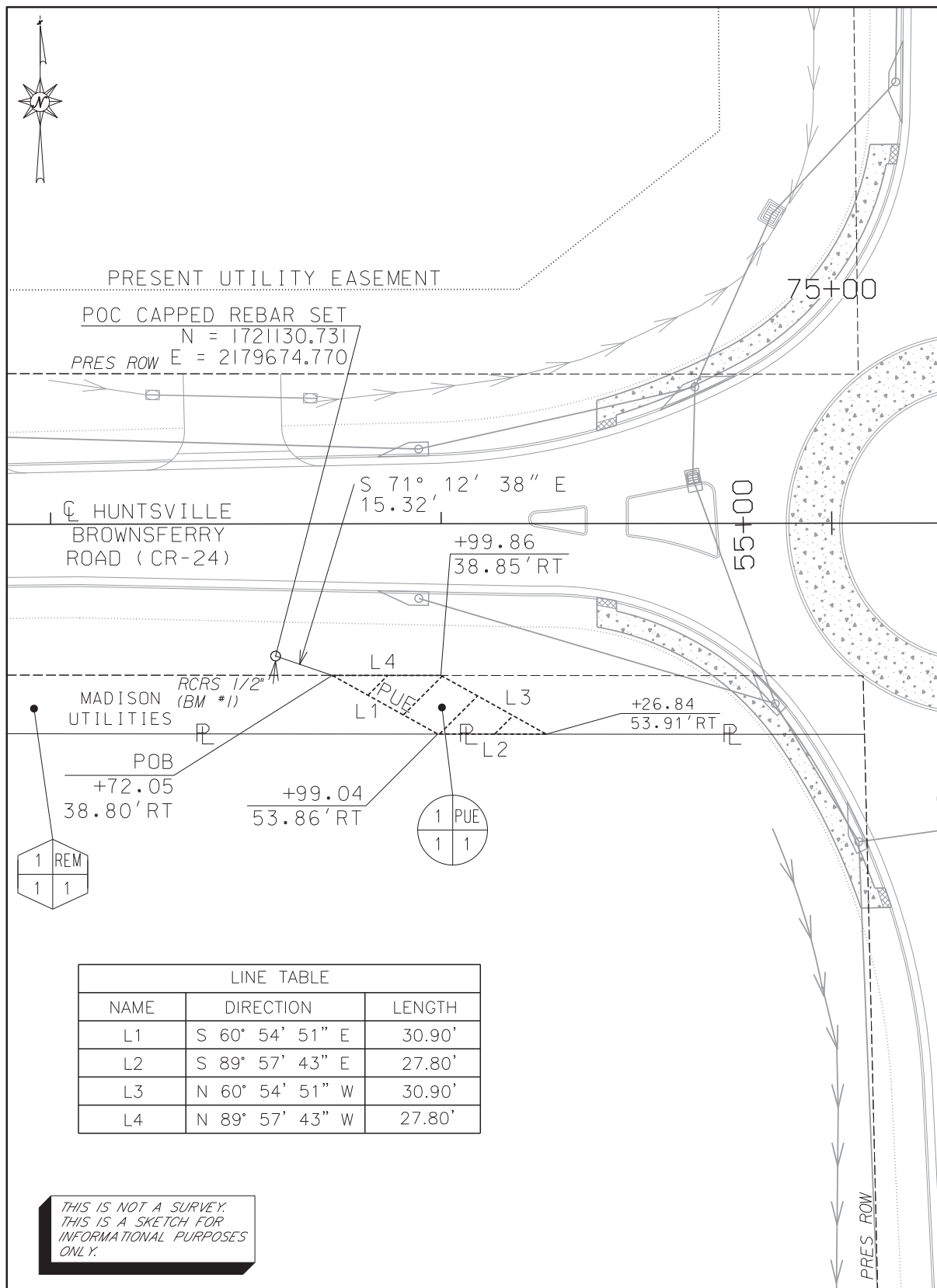
By: _____
Terris Tatum, Chairman
Water and Wastewater Board of the City
of Madison, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **Terris Tatum**, whose name as Chairman of THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, ALABAMA, a public utility corporation within the State of Alabama, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Chairman, and with full authority, executed the same voluntarily for and as the act of said public utility.

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

Notary Public _____
My commission expires



CITY OF MADISON

*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036

TRACT NUMBER: 1

COUNTY: MADISON COUNTY

OWNER: MADISON UTILITIES

SCALE: 1" = 30'

DATE: 06-10-2025

REVISED:

SHEET 1 OF 1

* ORIGINAL ACREAGE: 0.09 AC±

P.U.E. REQUIRED: 0.01 AC±

R.O.W. REQUIRED: 0.00 AC±

REMAINING ACRES: 0.08 AC±

ORDINANCE NO. 2025-316

**AN ORDINANCE AUTHORIZING THE WATER AND WASTEWATER BOARD OF
THE CITY OF MADISON TO DISPOSE OF ITS INTEREST IN CERTAIN REAL
PROPERTY TO THE LIMESTONE COUNTY WATER AND SEWER AUTHORITY**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "MU") proposes to dispose of an interest in certain real property, described in the attached MU Resolution No. WWB-128- 25, to the Limestone County Water and Sewer Authority; and

WHEREAS, MU seeks the consent of the City of Madison to the proposed disposition of a non-exclusive interest in said property, in accordance with *Ala. Code* § 11-50-314; and

WHEREAS, the City Council has determined that the above-described easement interest in the property is no longer needed for MU's public or municipal purposes.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that the Council does hereby give consent to the proposed disposition of MU's non-exclusive easement interest in the described property to the Limestone County Water and Sewer Authority, as proposed by MU.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of October 2025.

John Seifert, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. WWB-128-2025

**A RESOLUTION TO GRANT AN EASEMENT OVER, UNDER
AND ALONG PROPERTY
OWNED BY THE WATER AND WASTEWATER BOARD OF
THE CITY OF MADISON TO FACILITATE PROJECT OF THE
CITY OF MADISON**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter "MU"), is the owner of certain property located in the Section 1, Township 4 South, Range 3 West in Limestone County, Alabama (hereinafter, the "Subject Property"); and

WHEREAS, the City of Madison has requested that MU convey a utility easement over, under, and along its property to the Limestone County Water and Sewer Authority (the "Authority") to facilitate construction of a Roundabout at the intersection of Burgreen Road and Huntsville-Browns Ferry Road, which easement as needed by the Authority will not interfere with MU's use of the Subject Property and is not needed for MU's operations; and

WHEREAS, the utility easement requested contains approximately 0.01 acre, more particularly described as follows:

A section of Permanent Utility Easement being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:
Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770;

thence S 83°19' 25" E a distance of 42.59 feet to a point said point being the Point of Beginning (said point offset 38.85' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+99.86);

thence S 60°54'51" E a distance of 30.90 feet to a point (said point offset 53.91' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 74+26.84);

thence S 89°57'43" E a distance of 26.77 feet to a point (said point offset 53.97' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 74+53.62);

thence N 60°54'51" W a distance of 30.90 feet to a point (said point offset 38.91' RT and perpendicular to the centerline of Huntsville Brownsferry Road station 74+26.63);

thence N 89°57'43" W a distance of 26.77 feet to the Point of Beginning, containing 0.01 acres, more or less.

; and

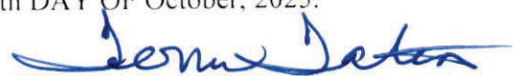
WHEREAS, MU has no water, sewer, or other utility infrastructure within the referenced portion of MU's property and granting the requested easement will not interfere with MU's anticipated use of the Subject Property; and MU does not need to retain the non-exclusive utility easement interest in the Subject Property to be conveyed as requested, for any other public purpose; and

WHEREAS, it is the desire and intent of MU to declare its interest in the referenced non-exclusive utility easement over, under and along the Subject Property to be surplus and to authorize the Chairman of the Board to execute an easement deed to the Limestone County Water and Sewer Authority.

NOW, THEREFORE, BE IT RESOLVED by the Water and Wastewater Board of the City of Madison, sitting in regular session on this the 6th day of October, 2025, that it declares that the referenced utility easement, described above and on the attached non-exclusive utility easement deed, is not needed for its public purposes and, subject to the consent of the Madison City Council, the Chairman of the Board is hereby directed to execute the attached non-exclusive utility easement deed in favor of the Limestone County Water and Sewer Authority.

BE IT FURTHER RESOLVED that the Chairman of the Board shall ask the City Council to give its consent to this disposition of property, in accordance with *Ala. Code* § 11-50-314, at its next regularly scheduled meeting.

READ, PASSED, AND ADOPTED THIS 6th DAY OF October, 2025.



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

ATTEST:



Emory DeBord, Secretary-Treasurer

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

STATE OF ALABAMA §
 § PERMANENT UTILITY EASEMENT
COUNTY OF LIMESTONE § No title search requested and none prepared.

KNOW ALL MEN BY THESE PRESENTS: That the **WATER & WASTEWATER BOARD OF THE CITY OF MADISON**, a public utility corporation in the State of Alabama, doing business as **MADISON UTILITIES** (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the **LIMESTONE COUNTY WATER AND SEWER AUTHORITY**, a public utility corporation in the State of Alabama (hereinafter referred to as "Grantee"), and unto its successors and assigns, a permanent utility easement through, over, and under the following described lands of Grantor:

A SECTION OF PERMANENT UTILITY EASEMENT BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE FROM THE CAPPED REBAR SET SAID POINT BEING THE POINT OF COMMENCEMENT (SAID POINT HAVING THE COORDINATES OF N: 1721130.731, E: 2179674.770; THENCE S 83°19' 25" E A DISTANCE OF 42.59 FEET TO A POINT SAID POINT BEING THE POINT OF BEGINNING (SAID POINT OFFSET 38.85' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD AT APPROXIMATE STATION 73+99.86); THENCE S 60°54'51" E A DISTANCE OF 30.90 FEET TO A POINT (SAID POINT OFFSET 53.91' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD AT APPROXIMATE STATION 74+26.84); THENCE S 89°57'43" E A DISTANCE OF 26.77 FEET TO A POINT (SAID POINT OFFSET 53.97' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD AT APPROXIMATE STATION 74+53.62); THENCE N 60°54'51" W A DISTANCE OF 30.90 FEET TO A POINT (SAID POINT OFFSET 38.91' RT AND PERPENDICULAR TO THE CENTERLINE OF HUNTSVILLE BROWNSFERRY ROAD STATION 74+26.63); THENCE N 89°57'43" W A DISTANCE OF 26.77 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES, MORE OR LESS.

For the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of electricity, water, gas, and any and all utilities together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to maintain said permanent utility easement granted clear of trees, undergrowth and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TOGETHER with the right of ingress or egress along said easements, with all the rights and privileges necessary or convenient for the temporary use thereof during the period of construction of the utility project, with the right to temporarily place dirt, construction equipment and other construction material on said easements.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of entry and re-entry from time to time as occasion may require for the use of the easements hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the _____ day of _____, 2025.

**THE WATER AND WASTEWATER
BOARD OF THE CITY OF MADISON,
ALABAMA**, a public utility corporation
with the State of Alabama

By: _____
Terris Tatum, Chairman
Water and Wastewater Board of the City
of Madison, Alabama

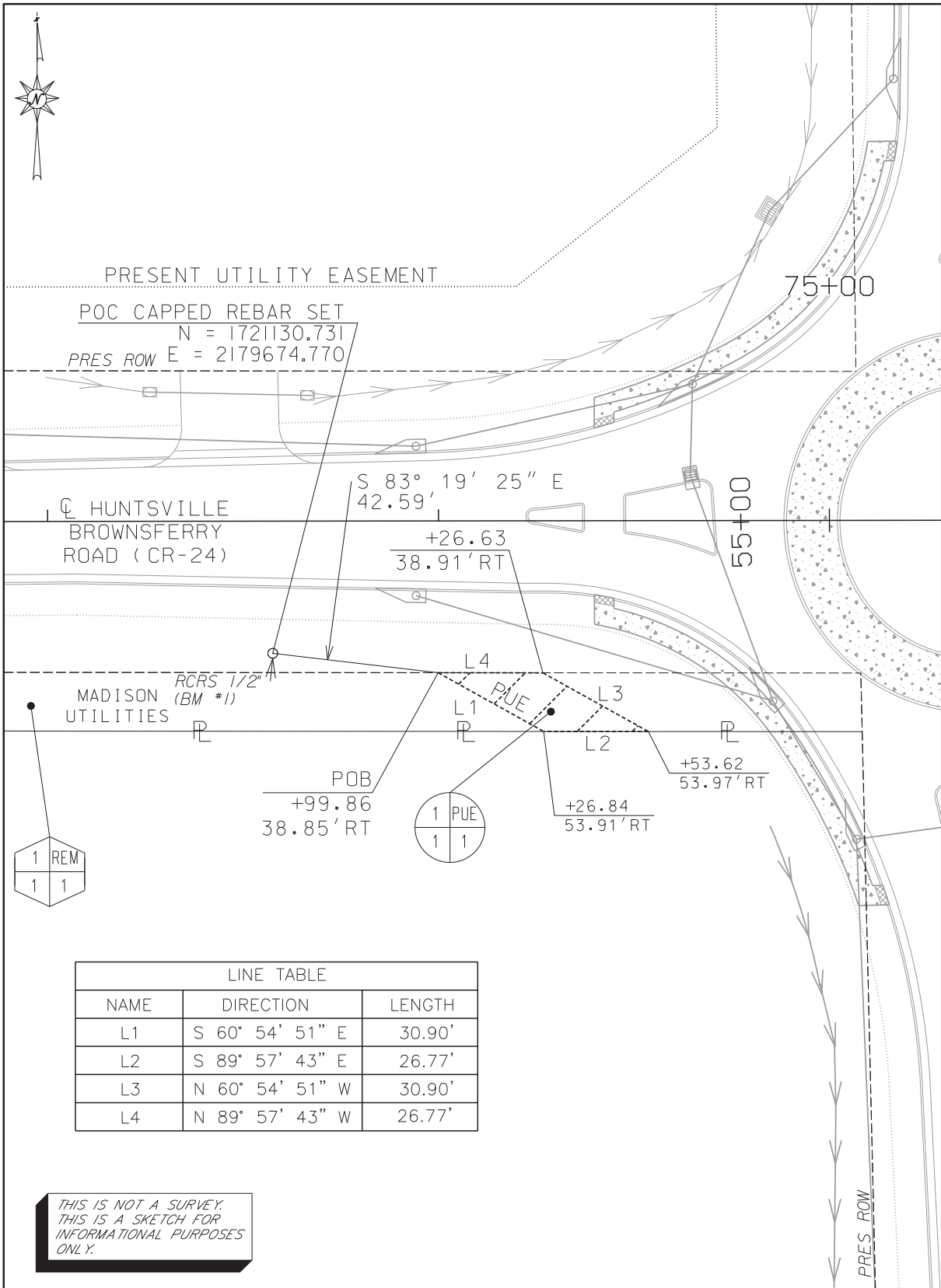
STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **Terris Tatum**, whose name as Chairman of THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, ALABAMA, a public utility corporation within the State of Alabama, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Chairman, and with full authority, executed the same voluntarily for and as the act of said public utility.

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

Notary Public _____

My commission expires:



LINE TABLE		
NAME	DIRECTION	LENGTH
L1	S 60° 54' 51" E	30.90'
L2	S 89° 57' 43" E	26.77'
L3	N 60° 54' 51" W	30.90'
L4	N 89° 57' 43" W	26.77'

THIS IS NOT A SURVEY.
THIS IS A SKETCH FOR
INFORMATIONAL PURPOSES
ONLY.

CITY OF MADISON	
*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS	
PROJECT NO: 22-036	* ORIGINAL ACREAGE: 0.09 AC±
TRACT NUMBER: 1	P.U.E. REQUIRED: 0.01 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.00 AC±
OWNER: MADISON UTILITIES	REMAINING ACRES: 0.50 AC±
SCALE: 1" = 30'	DATE: 06-10-2025
SHEET 1 OF 1	REVISED:

ORDINANCE NO. 2025-267

**AN ORDINANCE ESTABLISHING AN
ARTS & ENTERTAINMENT DISTRICT IN DOWNTOWN MADISON**

WHEREAS, Section 28-3A-17.1 of the Code of Alabama (1975), as amended, provides for the establishment of entertainment districts in certain municipalities; and

WHEREAS, Section 28-3A-17.1(e) provides that the governing body of a Class 8 municipality which is located in a county with a Class 3 municipality may establish two entertainment districts within its corporate limits that may not have fewer than four licensees holding a retail liquor license in that area, and each district may not exceed one-half mile by one-half mile in area, but may be irregularly shaped; and

WHEREAS, the City of Madison is a Class 8 municipality located within a county with a Class 3 municipality, and it currently has one entertainment district; and

WHEREAS, the City Council of the City of Madison desires to establish a second entertainment district in the City of Madison in the historic downtown area, which has not fewer than four licensees holding retail liquor licenses within a one-half mile by one-half mile area as further described in this Ordinance;

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

Section 1. Chapter 4, Article V of the *Code of Ordinances of the City of Madison* is hereby amended as follows:

- a. Section 4-121 entitled “Definitions” is hereby amended to repeal and replace the definition of “*Arts and entertainment district or district*” as follows:

Arts and entertainment district or district means the district(s) established hereinafter in section 4-123 of this article, as such district(s) may be from time to time amended.

- b. Section 4-123 establishing the Town Madison Arts and Entertainment District is hereby amended as follows:
 - a. The title of Section 4-123 is hereby repealed and replaced as follows: “Sec. 4-123. Locations of City of Madison Entertainment Districts.”
 - b. Section 4-123(a) is hereby divided into subsections (1) and (2) as follows:
 - i. Section 4-123(a) establishing the Town Madison Arts and Entertainment District is hereby ratified, confirmed, and renamed as Section 4-123(a)(1) entitled “*Town Madison Arts and Entertainment District.*”
 - ii. A new Section 4-123(a)(2) is hereby authorized to establish the Downtown Madison Arts and Entertainment District. The new section 4-123(a)(2) shall be inserted into the Madison City Code as follows:

(2) *Downtown Madison Arts and Entertainment District.* Subject to subsections (b) and (c) of this section, there is hereby established the following named and generally described district, the Downtown Madison Arts and Entertainment District, which is also shown on the appended map incorporated herein by reference, which district shall constitute an entertainment district pursuant to Code of Ala. 1975, §28-3A-17.1:

ALL THAT PART OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, IN THE CITY OF MADISON, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF HOME-PLACE SUBDIVISION, A RESUBDIVISION OF PART OF TRACT 3B OF HUGHES ESTATES AS RECORDED IN PLAT BOOK 15 ON PAGE 6 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF “THE AVENUE – MADISON” AS RECORDED IN DOCUMENT NUMBER 2021-00018695 IN SAID PROBATE RECORDS, SAID POINT BEING ON THE EAST MARGIN OF THE RIGHT OF WAY FOR SULLIVAN STREET, SAID POINT HAVING STATE PLANE COORDINATES OF NORTH 1,525,361.17 FEET AND EAST 380,202.19 FEET, ALABAMA EAST ZONE, NAD 1983;

THENCE, FROM THE POINT OF BEGINNING, ALONG THE BOUNDARIES OF SAID SUBDIVISIONS, NORTH 82 DEGREES 28 MINUTES 36 SECONDS EAST 881.22 FEET TO THE WEST MARGIN OF GARNER STREET; THENCE SOUTH 87 DEGREES 46 MINUTES 00 SECONDS EAST 72.09 FEET TO THE EAST MARGIN OF GARNER STREET; THENCE, ALONG THE EAST MARGIN OF GARNER STREET, NORTH 02 DEGREES 15 MINUTES 25 SECONDS EAST 242.17 FEET; THENCE, ALONG

A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, THE CHORD BEARING AND DISTANCE BEING NORTH 50 DEGREES 09 MINUTES 36 SECONDS EAST 37.10 FEET TO A THE SOUTH MARGIN OF SHORTER STREET; THENCE, ALONG SAID MARGIN, SOUTH 81 DEGREES 56 MINUTES 06 SECONDS EAST 44.88 FEET; THENCE, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 530.00 FEET, THE CHORD BEARING AND DISTANCE BEING SOUTH 83 DEGREES 39 MINUTES 44 SECONDS EAST 31.95 FEET; THENCE SOUTH 85 DEGREES 23 MINUTES 22 SECONDS EAST 379.87 FEET; THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 470.00 FEET, THE CHORD BEARING AND DISTANCE BEING SOUTH 82 DEGREES 14 MINUTES 39 SECONDS EAST 51.58 FEET; THENCE SOUTH 79 DEGREES 05 MINUTES 55 SECONDS EAST 119.67 FEET; THENCE, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 530.00 FEET, THE CHORD BEARING AND DISTANCE BEING SOUTH 83 DEGREES 23 MINUTES 22 SECONDS EAST 79.31 FEET; THENCE SOUTH 87 DEGREES 40 MINUTES 50 SECONDS EAST 291.49 FEET TO THE CENTERLINE OF CELTIC DRIVE; THENCE, ALONG SAID CENTERLINE, NORTH 02 DEGREES 21 MINUTES 04 SECONDS EAST 772.65 FEET TO THE NORTH MARGIN OF LANIER ROAD; THENCE, ALONG SAID MARGIN, NORTH 87 DEGREES 45 MINUTES 11 SECONDS WEST 405.73 FEET TO THE EAST MARGIN OF CAIN STREET; THENCE, ALONG SAID MARGIN, NORTH 02 DEGREES 33 MINUTES 16 SECONDS EAST 254.85 FEET TO A POINT WHERE THE RIGHT OF WAY NARROWS FROM 50 FEET TO 24 FEET; THENCE NORTH 87 DEGREES 26 MINUTES 44 SECONDS WEST 26.00 FEET TO THE EAST MARGIN OF CAIN STREET; THENCE, ALONG SAID MARGIN, NORTH 02 DEGREES 33 MINUTES 16 SECONDS EAST 243.62 FEET TO THE SOUTH MARGIN OF MARTIN STREET; THENCE, ALONG SAID MARGIN, NORTH 70 DEGREES 42 MINUTES 50 SECONDS EAST 196.90 FEET; THENCE, ACROSS MARTIN STREET, ACROSS THE LANIER PROPERTY, INTO THE RIGHT OF WAY FOR THE SOUTHERN RAILWAY COMPANY, NORTH 19 DEGREES 24 MINUTES 15 SECONDS WEST 309.64 FEET; THENCE, ALONG A LINE 50 FEET SOUTH OF AND PARALLEL TO THE RAILROAD TRACKS, SOUTH 70 DEGREES 35 MINUTES 45 SECONDS WEST 906.03 FEET TO A POINT NEAR CHURCH STREET; THENCE NORTH 30 DEGREES 37 MINUTES 07 SECONDS EAST 75.88 FEET; THENCE NORTH 09 DEGREES 04 MINUTES 58 SECONDS EAST 58.31 FEET; THENCE, ALONG A LINE 50 FEET NORTH OF AND PARALLEL TO THE RAILROAD TRACKS, NORTH 70 DEGREES 35 MINUTES 45 SECONDS EAST 507.53 FEET; THENCE, LEAVING SAID RAILROAD, NORTH 00 DEGREES 12 MINUTES 54 SECONDS WEST 207.03 FEET TO THE NORTHWEST CORNER OF THE

STEWART PROPERTY; THENCE SOUTH 72 DEGREES 59 MINUTES 14 SECONDS WEST 270.76 FEET TO THE EAST BOUNDARY OF THE NORTH ALABAMA GAS DISTRICT PROPERTY; THENCE NORTH 01 DEGREES 46 MINUTES 32 SECONDS EAST 72.28 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 85 DEGREES 13 MINUTES 25 SECONDS WEST 213.56 FEET TO THE WEST SIDE OF THE SIDEWALK ALONG CHURCH STREET; THENCE, ALONG SAID SIDEWALK, SOUTH 01 DEGREES 55 MINUTES 33 SECONDS WEST 43.22 FEET; THENCE, ACROSS CHURCH STREET, SOUTH 88 DEGREES 51 MINUTES 49 SECONDS WEST 131.63 FEET TO THE EAST BOUNDARY OF THE VAUGHN PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2014-52890 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THENCE, ALONG VAUGHN'S BOUNDARIES, SOUTH 00 DEGREES 49 MINUTES 23 SECONDS EAST 168.53 FEET AND SOUTH 18 DEGREES 09 MINUTES 21 SECONDS EAST 106.86 FEET TO A POINT NEAR FRONT STREET INSIDE THE RAILROAD RIGHT OF WAY; THENCE, ALONG A LINE NORTH OF FRONT STREET, INSIDE THE RAILROAD RIGHT OF WAY, SOUTH 69 DEGREES 42 MINUTES 04 SECONDS WEST 151.10 FEET, SOUTH 65 DEGREES 48 MINUTES 17 SECONDS WEST 92.28 FEET, SOUTH 64 DEGREES 37 MINUTES 15 SECONDS WEST 281.48 FEET, SOUTH 66 DEGREES 49 MINUTES 24 SECONDS WEST 131.39 FEET, AND SOUTH 68 DEGREES 33 MINUTES 06 SECONDS WEST 181.90 FEET TO A POINT ON THE WEST EDGE OF THE SIDEWALK THAT RUNS ALONG THE EAST SIDE OF SULLIVAN STREET; THENCE, ALONG THE WEST SIDE OF SAID SIDEWALK, INSIDE THE RIGHT OF WAY FOR SULLIVAN STREET, SOUTH 03 DEGREES 55 MINUTES 59 SECONDS WEST 85.31 FEET, SOUTH 00 DEGREES 36 MINUTES 18 SECONDS WEST 196.37 FEET, SOUTH 01 DEGREES 23 MINUTES 15 SECONDS WEST 92.60 FEET, SOUTH 02 DEGREES 07 MINUTES 26 SECONDS WEST 122.02 FEET, SOUTH 02 DEGREES 05 MINUTES 03 SECONDS WEST 219.76 FEET, SOUTH 04 DEGREES 25 MINUTES 00 SECONDS WEST 48.77 FEET, SOUTH 02 DEGREES 02 MINUTES 47 SECONDS WEST 593.97 FEET, AND SOUTH 06 DEGREES 52 MINUTES 44 SECONDS EAST 140.00 FEET; THENCE, LEAVING SAID SIDEWALK, NORTH 82 DEGREES 28 MINUTES 36 SECONDS EAST 14.24 FEET TO THE POINT OF BEGINNING, CONTAINING 68.503 ACRES, MORE OR LESS.



Section 2. 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 3. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 4. That this ordinance shall become effective thirty (30) days after 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. 2025-312

AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT LOCATED WITHIN 241 CONCORD DRIVE, LOT 12 BLOCK 2 OF STONERIDGE III 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 **Keith A. and Margaret S. Lenhard** requesting the vacation of a portion of a utility & drainage easement located within Lot 12 Block 2 of Stoneridge III Subdivision and further described as follows:

ALL THAT PART OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION, RECORDED IN PLAT BOOK 12, PAGE 31, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 12 AND ON THE EAST LINE OF A 5' U & D EASEMENT THAT IS NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 158.00 FEET FROM THE SOUTHEAST CORNER OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION; THENCE FROM THE TRUE POINT OF BEGINNING AND NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 6.32 FEET TO A POINT ON THE WEST LINE OF A 15' U & D EASEMENT; THENCE ALONG SAID WEST LINE OF SAID 5' U & D EASEMENT NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 12.63 FEET TO A POINT ON THE SOUTH LINE OF A 15' U & D EASEMENT; THENCE ALONG SAID 15' U & D EASEMENT NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 138.25 FEET TO A POINT ON THE EAST LINE OF A 5' U & D EASEMENT; THENCE ALONG SAID EAST LINE OF SAID EASEMENT SOUTH 00 DEGREES 27 MINUTES 09 SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 34 MINUTES 56 SECONDS WEST 5.00 FEET TO THE WEST BOUNDARY LINE OF SAID LOT 12; THENCE ALONG SAID WEST BOUNDARY LINE NORTH 00 DEGREES 27 MINUTES 09 SECONDS EAST 25.00 FEET TO THE NORTHWEST CORNER OF LOT 12; THENCE ALONG THE NORTH BOUNDARY LINE OF LOT 12 SOUTH 89 DEGREES 42 MINUTES 43 SECONDS EAST 137.94 FEET TO THE NORTHEAST CORNER OF LOT 12; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 12, SOUTH 37 DEGREES 22 MINUTES 56 SECONDS EAST 31.58 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 **Keith A. and Margaret S. Lenhard** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

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

Ordinance 2025-312
Vacation of Easement – 241 Concord Drive
Page 1 of 2

ATTEST:

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

APPROVED this _____ day of October 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 **Keith A. Lenhard and Margaret S. Lenhard, 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, Madison County, Alabama, to-wit:

ALL THAT PART OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION, RECORDED IN PLAT BOOK 12, PAGE 31, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 12 AND ON THE EAST LINE OF A 5’ U & D EASEMENT THAT IS NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 158.00 FEET FROM THE SOUTHEAST CORNER OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION; THENCE FROM THE TRUE POINT OF BEGINNING AND NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 6.32 FEET TO A POINT ON THE WEST LINE OF A 15’ U & D EASEMENT; THENCE ALONG SAID WEST LINE OF SAID 5’ U & D EASEMENT NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 12.63 FEET TO A POINT ON THE SOUTH LINE OF A 15’ U & D EASEMENT; THENCE ALONG SAID 15’ U & D EASEMENT NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 138.25 FEET TO A POINT ON THE EAST LINE OF A 5’ U & D EASEMENT; THENCE ALONG SAID EAST LINE OF SAID EASEMENT SOUTH 00 DEGREES 27 MINUTES 09 SECONDS WEST 10.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 34 MINUTES 56 SECONDS WEST 5.00 FEET TO THE WEST BOUNDARY LINE OF SAID LOT 12; THENCE ALONG SAID WEST BOUNDARY LINE NORTH 00 DEGREES 27 MINUTES 09 SECONDS EAST 25.00 FEET TO THE NORTHWEST CORNER OF LOT 12; THENCE ALONG THE NORTH BOUNDARY LINE OF LOT 12 SOUTH 89 DEGREES 42 MINUTES 43 SECONDS EAST 137.94 FEET TO THE NORTHEAST CORNER OF LOT 12; THENCE ALONG THE EAST BOUNDARY LINE OF LOT 12, SOUTH 37 DEGREES 22 MINUTES 56 SECONDS EAST 31.58 FEET TO THE POINT OF BEGINNING.

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

*Quitclaim Deed
241 Concord Drive VOE
Page 1 of 2*

Attest:

Lisa Thomas
City Clerk-Treasurer

§

§

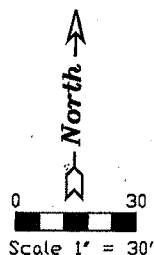
§

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.

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

Notary Public

DDC#2023/16569



• IPF-IRON PIN FOUND
○ IPS-IRON PIN SET/BSS
△ CALCULATED POINT
— FENCE LINE
— OVERHEAD WIRE
— R.O.W.-RIGHT OF WAY
— P.O.B.-POINT OF BEGINNING
(M) MEASURED
(R) RECORD/DEED

I, WILLIAM T. AGRELIUS, a professional land surveyor doing business with the firm of Big Spring Surveyors & Company at Huntsville, Alabama, 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.

The correct legal description of the property surveyed is Lot 12, Block 2 of the plat STONERIDGE III SUBDIVISION,

Madison County, Alabama as recorded in Plat Book 12 at Page 31 in the office of Madison County Probate Records located in the Madison County Courthouse at Huntsville, Alabama.

The correct street address of subject property is 241 CONCORD DRIVE, MADISON, ALABAMA.

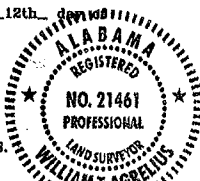
I furthermore state that there are no encroachments visible on the surface that are not shown hereon.

According to my survey this 12th day of August, 2025.

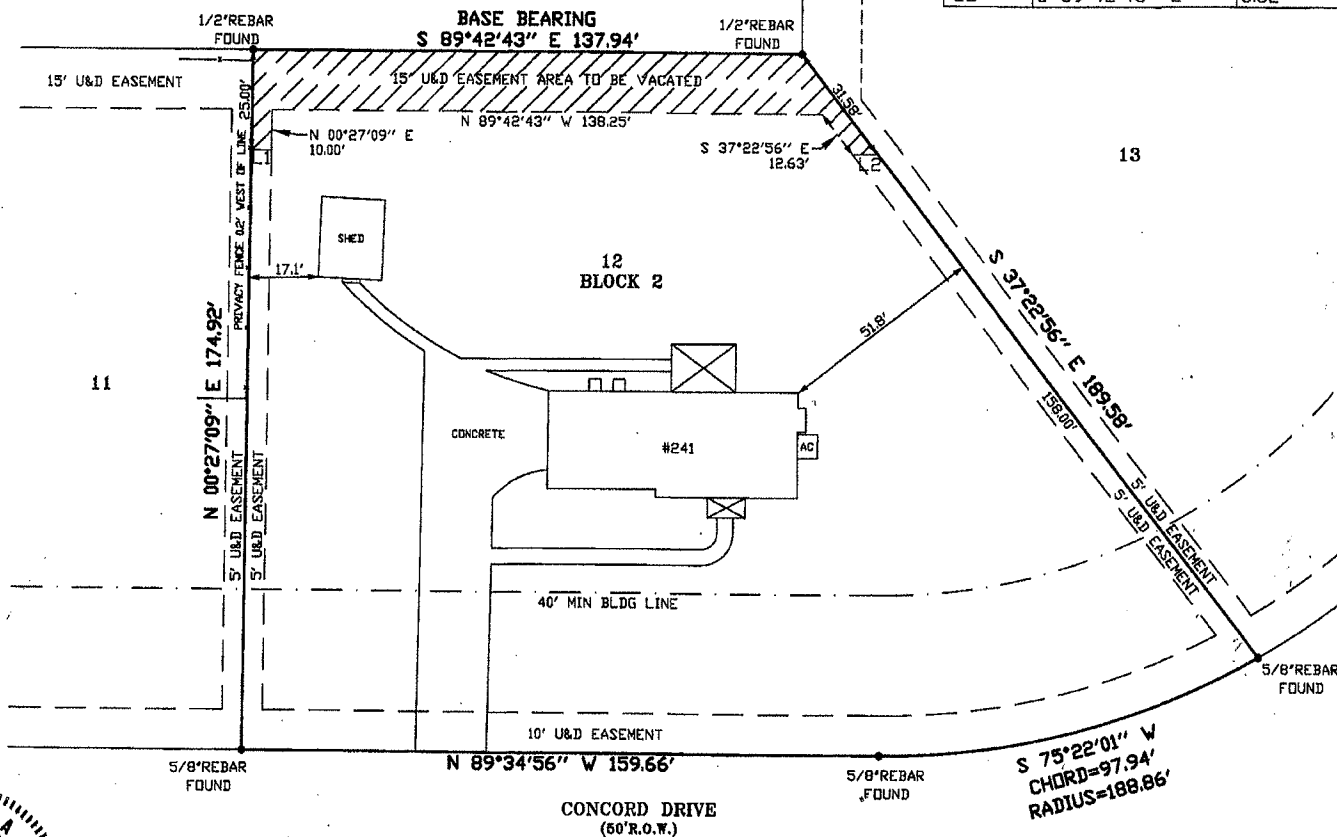
Big Spring Surveyors

William T. Agrelius

WILLIAM T. AGRELIUS P.L.S.
Ala. Reg. No. 21461



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 89°42'43" E	5.00'
L2	S 89°42'43" E	6.32'



SCALE 1" = 30'	DRAWN: AWT
V.D.# 25-7858	CHK: WTA
DATE: 8/12/2025	REV: 9/2/2025

EASEMENT VACATION
FOR: KEITH LENHARD
241 CONCORD DRIVE

Big Spring Surveyors
& Company
404 Andrew Jackson Way
Huntsville, Alabama 25851
Phone (256) 555-5050

LEGAL DESCRIPTION
MADISON COUNTY, ALABAMA

REQUEST TO VACATE UTILITY AND DRAINAGE EASEMENT
LOT 12 BLOCK 2, STONERIDGE III SUBDIVISION

ALL THAT PART OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION, RECORDED IN PLAT BOOK 12, PAGE 31, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 12 AND ON THE EAST LINE OF A 5' U & D EASEMENT THAT IS NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 158.00 FEET FROM THE SOUTHEAST CORNER OF LOT 12, BLOCK 2 OF STONERIDGE III SUBDIVISION

THENCE FROM THE TRUE POINT OF BEGINNING AND NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 6.32 FEET TO A POINT ON THE WEST LINE OF A 5' U & D EASEMENT

THENCE ALONG SAID WEST LINE OF SAID 5' U & D EASEMENT NORTH 37 DEGREES 22 MINUTES 56 SECONDS WEST 12.63 FEET TO A POINT ON THE SOUTH LINE OF A 15' U & D EASEMENT

THENCE ALONG SAID 15' U & D EASEMENT NORTH 89 DEGREES 42 MINUTES 43 SECONDS WEST 138.25 FEET TO A POINT ON THE EAST LINE OF A 5' U & D EASEMENT

THENCE ALONG SAID EAST LINE OF SAID EASEMENT SOUTH 00 DEGREES 27 MINUTES 09 SECONDS WEST 10.00 FEET TO A POINT

THENCE NORTH 89 DEGREES 34 MINUTES 56 SECONDS WEST 5.00 FEET TO THE WEST BOUNDARY LINE OF SAID LOT 12

THENCE ALONG SAID WEST BOUNDARY LINE NORTH 00 DEGREES 27 MINUTES 09 SECONDS EAST 25.00 FEET TO THE NORTHWEST CORNER OF LOT 12

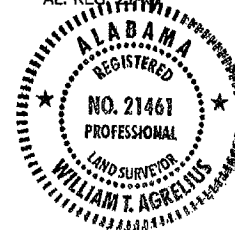
THENCE ALONG THE NORTH BOUNDARY LINE OF LOT 12 SOUTH 89 DEGREES 42 MINUTES 43 SECONDS EAST 137.94 FEET TO THE NORTHEAST CORNER OF LOT 12

THENCE ALONG THE EAST BOUNDARY LINE OF LOT 12, SOUTH 37 DEGREES 22 MINUTES 56 SECONDS EAST 31.58 FEET TO THE POINT OF BEGINNING

25-5766

BIG SPRING SURVEYORS

WILLIAM T. AGRELIUS
AL. REG. 21461



RESOLUTION NO. 2025-347-R

**A RESOLUTION AUTHORIZING A MEMORANDUM OF
UNDERSTANDING FOR PARTICIPATION IN THE
ALABAMA DRUG ENFORCEMENT TASK FORCE**

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 Memorandum of Understanding ("MOU"), which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Intergovernmental and Interagency Understanding – Effective October 1, 2025," with the Alabama Law Enforcement Agency State Bureau of Investigation and the other participating state and local agencies to memorialize and certify that investigators from each of these agencies have agreed to work together as the Drug Enforcement Task Force to enforce the controlled substance laws of the State of Alabama; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-349-R

**A RESOLUTION AUTHORIZING PURCHASE OF LED LIGHTING FOR PALMER
PARK THROUGH SOURCEWELL PURCHASING COOPERATIVE**

WHEREAS, by virtue of passage of Resolution No. 2014-138-R and pursuant to §41-16-51 of the Code of Alabama, the City Council has authorized qualified purchasing through the Sourcewell Purchasing Cooperative; and

WHEREAS, the Alabama Department of Examiners of Public Accounts has authorized purchasing through Sourcewell, which is a national, intergovernmental purchasing cooperative, through December 31, 2025; and

WHEREAS, the Parks & Recreation Department has requested the purchase of LED lights from MUSCO Sports Lighting, LLC; and

WHEREAS, the Parks & Recreation Department has verified that the LED lights are not available for purchase on any bid that has been awarded by the State of Alabama; and

WHEREAS, the Parks & Recreation Department has verified that MUSCO Sports Lighting, LLC, is an authorized dealer for the LED lights and is a participating Sourcewell Purchasing Cooperative vendor holding a valid Alabama business license;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase LED lighting from MUSCO Sports Lighting, LLC, via Contract No. 041123-MSL through the Sourcewell Purchasing Cooperative, subject to compliance with all rules and regulations set forth by the State of Alabama Department of Examiners of Public Accounts regarding cooperative purchasing opportunities and with all applicable City policies and regulations.

READ, APPROVED, AND ADOPTED this 27th day of October 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

Quote

**Palmer Park Lower Quad Retrofit
Madison, AL**

Date: October 9, 2025

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following: SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL

Quotation Price – *Materials Only Delivered to Job Site*

Lower Quad Baseball with Football overlay\$459,900.00

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.

Pricing and lead times are effective until December 27, 2024 only.

Sports Cluster System™ with Total Light Control – TLC for LED™ technology

System Description

- Factory aimed and assembled luminaries
- Pole Top Assemblies
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- **Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support**
- **Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years**

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Jimmy Jumper
Email: jimmy.jumper@musco.com

All Purchase orders should note the following: SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Structural code and wind speed = 2021 IBC, 115mph mi/h, Exposure C, Importance Factor 1.0.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper
Musco Sports Lighting, LLC
Phone: 256-483-5433
E-mail: jimmy.jumper@musco.com



RESOLUTION NO. 2025-350-R**A RESOLUTION AUTHORIZING PURCHASE OF A RESTROOM BUILDING FOR
SUNSHINE OAKS PARK**

WHEREAS, by virtue of passage of Resolution No. 2014-06-R and pursuant to §41-16-51(a)(16) of the Code of Alabama, the City Council has authorized qualified purchasing through the Sourcewell governmental purchasing cooperative, formerly known as National Joint Powers Alliance (“NJPA”); and

WHEREAS, the Alabama Department of Examiners of Public Accounts has authorized purchasing through Sourcewell, which is a national, intergovernmental purchasing cooperative; and

WHEREAS, the Recreation Department has verified that Public Restrooms Company is an authorized dealer for said restroom building, is a participating Sourcewell vendor holding a valid Alabama business license, to which Sourcewell has awarded a competitively bid contract (Contract Number 081721-PRM) to Public Restroom Company; and

WHEREAS, the Parks and Recreation Department has verified that this equipment is not available for purchase on any bid that has been awarded by the State of Alabama;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a proposal for the restroom building, said pricing proposal being substantially similar in purpose, intent, and composition to that certain document attached (*Attachment A*) and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the quotations 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 27th day of October 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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

Price Proposal: Sunshine Oaks Park - City of Madison, AL
Date: October 2, 2025
Reference: 11645-2/5/2024-4
Sourcwell: Contract # 081721-PRM

Our Offer to Sell:**1. Restroom Building delivered to site @ \$ 236,340**

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 38,503 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 274,843

Sunshine Oaks Park - City of Madison, AL | 10/02/2025 | Reference # 11645-2/5/2024-4
2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building's fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6' POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6' POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection “inside” the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6’ from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6’ from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6’ from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

1. **Building designed for seasonal use only. Building does not include provisions for freeze protection.**
2. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4” of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary**

- depending on local rates. PRC will provide written costs for this additional work by change order.
3. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
 4. Sidewalks outside the building footprint.
 5. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
 6. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
 7. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
 8. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
 9. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
 10. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
 11. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
 12. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
 13. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
 14. Backflow certification if applicable by Owner/ General Contractor.
 15. Any Fire Suppression Systems by others, not by PRC.
 16. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.

- 17. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.**
- 18. If required any gutter and downspout materials and installation will be procured and installed by others.**

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance

warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination:

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.



No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by Charles E. Kaufman IV
Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

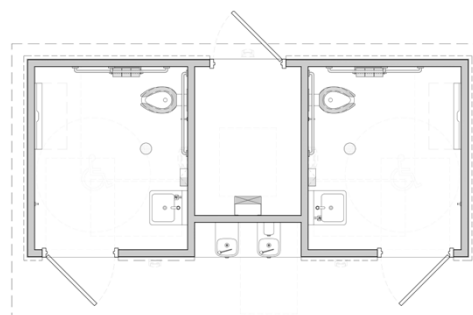
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND/OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

**PARK
SUNSHINE OAKS**

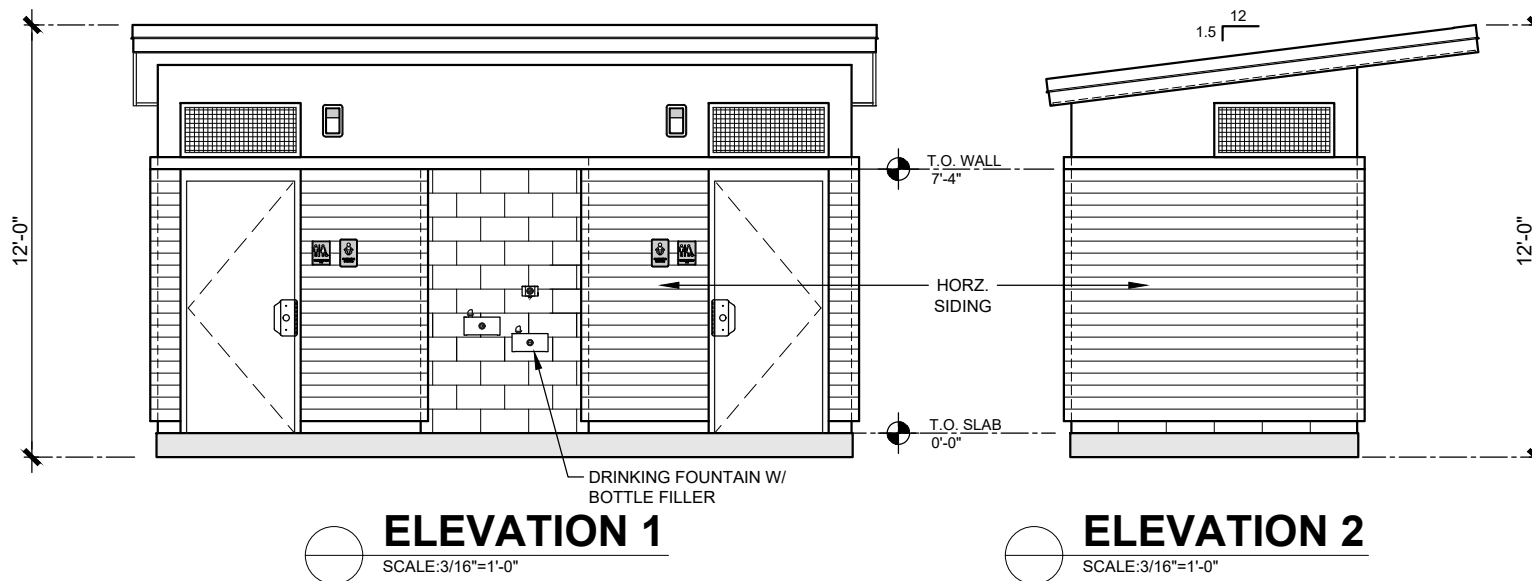
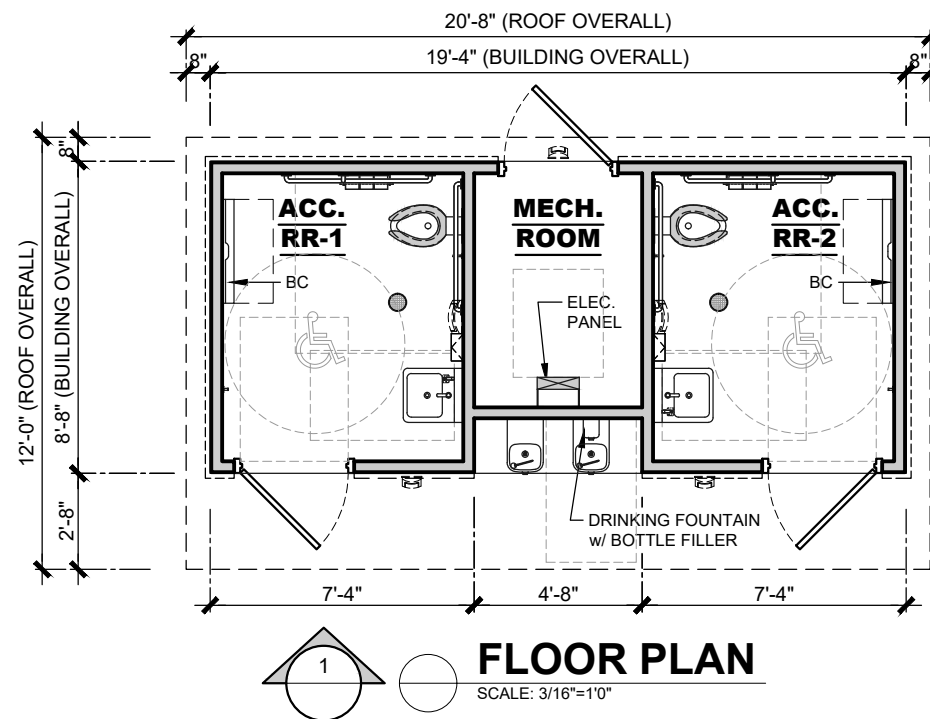
MADISON,
ALABAMA



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