



Agenda

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

6:00 PM
Council Chambers
June 08, 2026

AGENDA NO. 2026-11-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 J.C. Hopkins of Cornerstone Word of Life Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2026-10-RG, dated May 26, 2026

B. Minutes No. 2026-05-WS, dated May 20, 2026

7. PRESENTATIONS AND AWARDS

A. Presentation of framed City Coin to Madison City Schools Superintendent Dr. Ed Nichols in recognition of his retirement

B. Presentation of framed City Coin to Mayor's Senior Executive Assistant Kim Lindsey in recognition of her upcoming retirement

C. Recognition of Captain Terrell Cook upon his retirement from the Madison Police Department

D. Madison Police Department presentation of Public Safety Award to Captain Terrell Cook

E. Madison Police Department Promotion Ceremony for newly promoted Captain Tanner Ward, Lieutenant Russell Owens, Sergeant Justin Walker and Sergeant Jeremy McKinney

F. Presentation of Life Saving Awards for Life-Saving and Fire Rescue Incidents:

1. Cardiac Arrest - March 10, 2026

Star of Life Award: Captain Eddie Richardson, Driver Cody Nowakowski, Firefighter Chris Barnes, Logan Sims (EMT-B HEMSI), and Logan Sizemore (EMT-B HEMSI)

2. Cardiac Arrest - March 27, 2026

Star of Life Award: Driver Tyler Drew, Firefighter Matt Fetner, and Leslie-Brook Smith (EMT-B HEMSI)

3. House Fire Rescue - March 31, 2026

Maltese Cross Award: Firefighter Adam Greenlee, Firefighter Chris Weis, Firefighter Drake Gavcus, and Firefighter Brett Dannemiller.

Unit Citation: Firefighter Austin Anderson, Driver Jonah Cowan, Captain Scott Adams, Captain Jonathan Chapman, Firefighter Conner Kogler, Driver Jay McGough, Driver Jeremiah Johnson, Driver Samuel Yates, Captain Stephen Long, Captain Steven Chop, and Firefighter Matt Fetner

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. **Resolution No. 2026-218-R:** Acceptance of \$2,500 Grant from The Citizenship Trust -America 250AL Fireworks presentation (to be deposited into Recreation Department budget)
- B. Acceptance of a donation from Knights of Columbus Ladies Auxiliary in the amount of \$350 to be used for the annual Safe Haven Baby Box fees (to be deposited into the Safe Haven Baby Box Expenditures account)
- C. Acceptance of a donation from Commissioner Steve Haraway in the amount of \$40,000 to be used for replacing fire hose (to be deposited in the Fire Donation account)

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 DAVID BIER

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

COUNCIL DISTRICT NO. 6 ERICA WHITE

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

- A. **Resolution No. 2026-209-R:** Request for a Restaurant Retail Liquor License from La Finka Mexican Restaurant Madison Inc., doing business as La Finka Mexican Restaurant, for their location at 8994 Madison Boulevard

13. DEPARTMENT REPORTS

BUILDING

- A. **Proposed Ordinance No. 2026-210:** Amending Article V, Section 8-101 of the Code of Ordinances of the City of Madison relating to the issuance of Certificate of Occupancy fees (First Reading)

ENGINEERING

- A. **Resolution No. 2026-205-R:** Authorizing Amendment No. 2 with OHM Advisors for additional wetland services on Project No. 25-017, Garner Street Extension in the amount of \$10,000 (to be paid from Engineering Department budget)

FACILITIES AND GROUNDS

- A. **Resolution No. 2026-192-R:** Authorizing a Professional Services Agreement with Brown O'Dell & Partners Architects for the provision of architectural design and construction documents for a new outdoor restroom building at Sunshine Oaks in the amount of \$33,860 (to be paid from Facilities and Grounds Special Projects budget)
- B. **Resolution No. 2026-183-R:** Approving a percentage-based architectural services agreement with Goodwyn Mills Cawood, LLC, for the renovation and maintenance of the municipal court complex and City Council chambers (Approximately \$90,000 to be paid from Municipal Court Corrections Fund transfer to Fund 38)

FIRE & RESCUE

- A. **Resolution No. 2026-212-R:** Authorizing the submission of an application for an Assistance to Firefighters Grant for the replacement of radios in the amount of \$546,000, with a required City match of approximately \$49,636 to be paid from FY 27 General Operating budget, if awarded

INFORMATION TECHNOLOGY

- A. **Proposed Ordinance No. 2026-217:** Approving Addition of Chapter 15 to the City of Madison Personnel Policies and Procedures to provide Computer and Artificial Intelligence Use Policies (First Reading)

PLANNING

- A. **Resolution No. 2026-202-R:** Setting a public hearing on Proposed Ordinance No. 2026-203; zoning certain property owned by Laura McCormick and Thomas Makies, consisting of 1.54 acres, located at 167 Brentwood Lane, south of Eastview Drive and west of Lewter Drive, R-1A (Low Density Residential) upon annexation (First Publication 6/17/2026, Synopsis 6/24/2026, Public Hearing 7/13/2026)

- B. **Proposed Ordinance No. 2026-204:** Assenting to the annexation of property located at 167 Brentwood Lane, south of Eastview Drive and west of Lewter Drive, into the City of Madison (First Reading)
- C. **Resolution No. 2026-206-R:** Authorizing commitment of local match funding for a Federal Consolidated Rail Infrastructure and Safety Improvement Grant (\$1,000,000 City matching funds)
- D. **Resolution No. 2026-207-R:** Approving an amendment to the Development Agreement with Tennessee Valley Communities, LLC

POLICE

- A. **Resolution No. 2026-213-R:** Awarding Bid No. 2026-007-ITB for the purchase of pistols for the Madison Police Department to GT Distributors, Inc. in the amount of \$96,135.84 and authorizing the trade-in of existing pistols for a total trade-in value of \$47,910.00 (to be paid from Police Department budget)
- B. **Resolution No. 2026-219-R:** Authorizing a Professional Services Agreement with Wellstone, Inc., for the provision of mental wellness services for first responders (\$120.00 per appointment to be paid from HR Department Budget)

RECREATION

- A. **Resolution No. 2026-214-R:** Authorizing a Professional Services Agreement with Ashley Bailey for the provision of creative literacy instruction services at no cost to the City
- B. **Resolution No. 2026-215-R:** Authorizing a Professional Services Agreement with Michelle Thao for the provision of "Mommy & Me" fitness instruction services at no cost to the City

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. 2026-10-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
May 26, 2026**

The Madison City Council met in regular session on Tuesday May 26, 2026, 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 Maura Wroblewski.

Pastor Ethan Ryan from Midtown Baptist Church provided the invocation followed by the Pledge of Allegiance led by Council President Maura Wroblewski.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Ranae Bartlett	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 David Bier	Present
Council District No. 3 Billie Goodson	Present
Council District No. 4 Michael McKay	Present
Council District No. 5 Alice Lessmann	Present
Council District No. 6 Erica White	Present
Council District No. 7 Kenneth Jackson	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma City Attorney Megan Zigarelli, Assistant City Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Wesley Baugh, Fire Chief Brandy Williams, City Engineer Michael Johnson, Deputy Revenue Officer Ivon Williams, Police Chief John Gandy, Director of Development Services Mary Beth Broeren, Director of Facilities Gerald Smith, Finance Director David Lawing, and Director of Building Kipp Richerzhagen.

Public Attendance registered: Arthur S. Kirkindall

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2026-09-RG DATED MAY11, 2026

Council Member Billie Goodson moved to approve Minutes No. 2026-09-RG. Council Member Kenneth Jackson seconded. The roll call vote taken was recorded as follows:

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Council Member Billie Goodson	Aye
Council Member Kenneth Jackson	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye
Council Member Erica White	Aye

Motion carried.

MINUTES NO. 2026-04-WS DATED MAY11, 2026

Council Member Kenneth Jackson moved to approve Minutes No. 2026-04-WS. Council Member Alice Lessmann seconded. The roll call vote taken was recorded as follows:

Council Member Kenneth Jackson	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Erica White	Abstain

Motion carried.

PRESENTATIONS AND AWARDS

MADISON FIRE PROMOTION FOR DRIVER TYLER KING

Chief Williams announced the promotion of Tyler King to driver effective April 26, 2026. Tyler was hired in 2022 and is currently assigned to Station 4 as a driver/paramedic. This past April, Tyler participated in the assessment center, that consisted of an oral interview, written test, pump scenario and street driving. Congratulations to Tyler on his promotion to driver. Tyler's wife pins on his badge.

PRESENTATION BY WARREN AVERETT ON THE RESULTS OF THE FY 2025 CITY AUDIT, SINGLE AUDIT AND BALLCORPS SPECIAL PROCEDURES

Mr. Lee Parks and Mr. Rick Blanton, from the Montgomery office of Warren Averett, present through a presentation the results of the September 30, 2025, audit.

- Total assets for the city were \$476,107,000.00, up about 2.4%,
- Total liabilities and deferred inflows were \$333,000,000.00 down about 4.7%,
- The net position was \$143,000,000.00 which is about 23%
- Cash of 91 million, which is down about 16 million from the previous year. This was related to current year's capital outlay, prior years accounts payable, and current year's debt service payments.
- Receivables of 16.7 million

- Capital assets of accumulated appreciation 348 million, which is up about 28.8 million, which is a product of current year editions less the current year depreciation.
- Deferred outflows, which were related primarily to the pension and other post-employment benefits, were 18.7 million
- Additional assets of \$161,000.00
- Accounts payable 6.5 million, down approximately 3.6 million
- Interest payable on long-term debt 3.3 million
- Unearned revenue 1.2 million
- Warrants payable 282 million, down 11.8 million
- Notes payable 8.7 million, down 1.6 million

Moving on to revenue

- Property taxes were 22.9 million, up approximately 2.4%
- Sales tax 40.9 million, down 2.6%
- Lodging tax 3.4 million, down approximately 5%
- Other taxes 8.9 million, up approximately 3.2%
- Licenses and permits 8.6 million, up 8.8%
- Intergovernmental revenue 1.9 million, up 34%
- Charges for services 4.1 million, down 11%
- Other category, contributions, donations, interest, 10.8 million, up 8.2%

Moving on to expense

- General government 23.5 million, up 4.5%
- Public safety 21.6 million, up 7%
- Public works 12.5 million, up 20.3%
- Culture and Rec 7 million
- Capital outlay 26.1 million, down 12.9 million from the previous year
- Debt service 23.6 million, up about 2.6 million

Mr. Rick Blanton presents the uniform guidance audit; this is required for anyone who expends more than one million in federal funding.

- Madison had federal expenditures of 1.18 million, up about 31% from the prior year. Due mainly to COVID funds

Required Communications

- Auditors' opinion, scope and timing section, and any changes, There were none

Mr. Lee Parks presents Ballcorps

- 2018, Madison and Ballcorps entered into a venue license agreement
- Summary sheets, baseball and non-baseball events, revenue and expenses
- The quarterly payments of \$62,500.00 of Ballcorps, making up the \$250,000.00 payment to Madison
- Parking revenue and tickets

- No exceptions noted related to these procedures

Council Member Bier thanks and appreciates the auditors, The finance committee received a copy of the audit in advance and reviewed it. The finance committee met this afternoon and went through a more detailed explanation. One point of note is the agreed upon procedures related to the prior Ballcorps lease, looking at the different factors that made up the lease payment, and moving forward under the new structure that will no longer be required. With everything together, Madison will save money on the AUP and will end up receiving a little bit more money and Madison is incentivizing Ballcorps to drive traffic to the area.

Council Member Goodson asks if uniform guidance audit would be found for the year before or not, due to the City of Madison being under the million cap? Mr. Rick Blanton responds in the affirmative, last year was a 750,000.00 cap, and the city might not have it next year.

PUBLIC COMMENTS

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ARTHUR S KIRKINDALL (DISTRICT 5)

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

- Revised zoning ordinance
- Thank you to the Mayor, Council and Planning director and staff for all their work
- Objects to the allowance of short term rentals

MONROE DARRELL (DISTRICT 3)

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

- Resides 106 West Dublin apartments
- Spoke to Fire Chief Williams and Captain Perkins, completed a fire drill
- Requesting the Councils intervention to expediate our representation.

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Bier stated finance committee met this afternoon and reviewed the audit.

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

General Operating account	\$1,561,696.07
Special General Operating Accounts	\$1,336.07
½ Cent Capital Replacement	\$28.18
Gasoline Tax & Petroleum Inspection fees	\$42,306.23
Street Repair and Maintenance	\$419.11
Library Building Fund	\$5,529.50
Venue Maintenance	\$1,320.00

Regular and periodic bills to be paid

Resolution No. 2026-180-R: Declaring duty weapon and police badge issued to Captain Terrell Cook as surplus and authorizing that they be given to him upon his retirement

Resolution No. 2026-186-R: Declaring surplus and authorizing the disposal of obsolete personal property formerly used by the Fire Department pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

Resolution No. 2026-188-R: Declaring surplus and authorizing the sale of personal property formerly used by the Fire Department through Govdeals pursuant to Section 16-107 of the Code of Ordinances of the City of Madison

Resolution No. 2026-197-R: Authorizing an agreement with AARP for the acceptance of 2026 AARP Community Challenge Grant funding in the amount of \$25,000

Resolution No. 2026-198-R: Authorizing one-year network and cybersecurity support services renewal with White Rhino Security for both new and existing City facilities (\$16,000 to be paid from Information Technology Department budget)

Resolution No. 2026-199-R: Authorizing one-year network security subscription renewal with Unico Technology in the amount of \$12,610.76 (to be paid from Information Technology Department budget)

Acceptance of 10% profit in the amount of \$300.00 from V. Harp d/b/a Vacations by Val Travel Group for Savannah, Jekyll Island and Beaufort with Diamond Tours

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

Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council President Maura Wroblewski	Aye
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye

Council Member Erica White
Council Member Kenneth Jackson

Aye
Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Mayor and Council members participated in Memorial Day celebration, downtown. Thank you to the American Legion Post 229 and Larry Vanoy for a wonderful ceremony.
- Thank you Scout Troop 201 for placing flags at the local cemetery.
- Thank you to Discovery Middle Schools football team for helping prepare the grounds for the ceremony.
- A veteran after the ceremony voiced concern about the property on Sullivan and Madison Blvd., the vacant gas station. The city has notified the property owners about code violations, and demolition should begin tomorrow.
- Congratulations to Tina Nikki Tucker, who was recently named CEO of the U.S. space and rocket center. Tina Tucker is a Madison resident who grew up attending Madison City Schools.
- Mayor and Council President Wroblewski hosted our State Delegation at Toyota Field this weekend.
- Last week the Mayor and Council Member McKay went to Hoover, for SEC baseball. Also in attendance was Director of Parks and Recreation Kory Alfred and the Trash Pandas General Manager
- Congratulations to all Madison City school's graduates
- Congratulations downtown for the Main Street Block Party. At the event State Senator Tom Butler was honored.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Madison Utilities special called meeting tomorrow at 7am, and Monday will be the regular Madison Utilities meeting at 7am, located at Sandersons Drive off Palmer Road
- Liberty Learning celebration, an organization your Council, Mayor and City support, all fourth graders in Madison attend this program which deals with civic engagement. Thank you to Madison City schools for supporting this program.
- Wellstone this Thursday at 9am

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Main Street Madison is providing great events downtown and revitalizing the area
- A Madsion resident, his son, was married this weekend, both his son and daughter in law grew up in this area and schools.

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Commended the Mayor for her efforts, on the Madison Corridor, Madison Blvd, the old HWY 20.
- All the activities downtown, credit to the businesses and Jen DeLessio, six new business and several more for this summer
- Appoints the final member on the Madison City police advisory committee, Christy Hampton

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

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

- Madison City disability advisory board, parks and rec special programs, has 9 different classes this summer for kids and two summer camps. The information is on their website.
- Miracle league of Madison is working on a play it forward, business sponsorship drive, looking for sponsors and businesses to host fundraisers. Information is located on the Miracle league Facebook page.
- Madison City disability advisory board is going to have an open seat soon, once it opens interested applicants can apply online
- County Line Road parade on July 2nd, registration link on Council Facebook page
- New traffic signal on Burgreen and Hardiman is now operational
- Office hours June 3rd from 4 to 5pm, at City Hallin conference room 130

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Madison Chamber will be having a ribbon cutting for Wellstone, on May 28th at 9am, at 9238 Madison Blvd.
- Thank you to Council Member Goodson for talking to the Boy Scouts.

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- Vendor applications are open for third Thursdays on Main, June through August from 5-7pm
- Let Freedom Ring celebration by the City of Madison on Friday July 3rd, looking for food vendors, links are posted online on both Main Street Madison page as well as the City of Madison Parks and Recreation page.

- Madison Senior Center has a senior self defense Taekwondo class, starting June 1st, and costs \$40.00. More information can be found on the Madison Senior Center Facebook page.

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Madison Arts Alliance, sounds of summer concert series, starting May 28th from 7-9pm at home place park
- Thank you to the fire department, visited three of the stations. A special thank you to Chief Williams and Battalion Chief Tidwell and staff. It is impressive how much preparation goes into keeping residents safe
- Best wishes to all the graduates and hope the teachers and staff have a well-deserved great summer

PUBLIC HEARINGS

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

PROPOSED ORDINANCE NO. 2026-122: ZONING CERTAIN PROPERTY OWNED BY JILLIAN AND NICHOLAS HOLLAND CONSISTING OF 0.35 ACRES AND LOCATED AT 225 NANCY ROAD, WEST OF SLAUGHTER ROAD AND SOUTH OF LYNN DRIVE, R-1B UPON ANNEXATION (FIRST READING 4/13/2026)

Council Member Bier moved to approve Proposed Ordinance No. 2026-122. Council Member Lessman seconded. The vote was taken and recorded as follows:

Council Member David Bier	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-190-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM CONNOR CONCEPTS INC., DOING BUSINESS AS THE CHOP HOUSE, FOR THEIR LOCATION AT 160 GRAPHICS DRIVE, MADISON, AL 35758

Council Member Goodson moved to approve Resolution No. 2026-190-R. Council Member White seconded. The vote was taken and recorded as follows:

Council Member Billie Goodson	Aye
Council Member Erica White	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-189-R: PUBLIC HEARING ON ORDER TO DEMOLISH THE MADISON INN & SUITES LOCATED AT 8716 MADISON BOULEVARD

Assistant City Attorney Shelby Morris presents to the council a binder and one has also been provided to the City Clerk and the owner's representative. Assistant City Attorney Shelby Morris states Madison Inn and Suites has been a persistent fire, building and safety code violations even before purchase by its current owner in 2016. Despite City Council accommodations in 2018 and 2019, the property suffered a significant fire on August 13, 2025, due to the persistent building, fire, and safety violations. The fire caused extensive damage to the common areas within Madison Inn and Suites. Subsequent inspections found the building substantially damaged and unsafe conditions constituting a public nuisance. To get the building in full compliance with the city's current codes would require complete reconfiguration of electrical, mechanical, plumbing, gas and life safety systems. The City has not received a potential construction schedule or financials that would indicate a remediation plan from the owner or anyone with an interest in the property. Therefore, based on the scope and cost of the required work that needs to be done, City staff recommend City Council order the building for demolition, being the most practical and cost-effective course of action.

Pre-2016, the property had existing history of code violations and criminal activity. In 2016, Mr. Yang with the intention to redevelop it into a senior living facility. However, it continued operating as a hotel. In 2018, the previous City Council held a public hearing on a business license revocation. A conditional license was agreed upon based on the owner's commitments to redevelop the property into the senior living facility. The license included the condition the property complies with the fire and building codes of the city. In late 2018, the legal department sent the owner a letter about his non-compliance. In 2019, the previous City Council revised his business license at his request to remove the redevelopment provision. However, the remaining conditions for compliance with fire, building and safety codes remained. August 13, 2025, a fire occurred at the property due to the non-compliance of the fire code. The fire damaged fifty to seventy-five percent of the structure. The lobby, hallways, kitchen and ballrooms were affected by the fire. The Deputy Fire Marshall reported on the fire and the issues, and a letter required that electric and power be cut off to the building until violations were remediated.

From April 2025 to April 2026, the police had 125 routine patrols to the property, meaning a trespasser or an unauthorized person on the property. Chief Gandy stated there are other vacant properties in the city that do not get as many routine patrols.

A history of failed fire inspections, for the life safety element of the building. This was included when people were staying there. Numerous inspections failed, including around when the business licenses conditions were placed. In June 2025, an inspection conducted by a contractor found the alarm panel was damaged by a lightning strike. If this had been in compliance it could have prevented the extensive damage from the fire.

On May 18, 2026, Assistant City Attorney Shelby Morris and appropriate municipal officials, Fire Chief and Deputy Fire Marshall completed an inspection walk through of the building. Provided is a list of current issues with the building that are out of compliance with the fire, life and safety codes. Such as no automatic fire sprinkler system, fire alarm detection, department connections, and emergency responder radio coverage. The owner was provided with this information in a letter last week.

There is also a building and structural inspection history. On August 21st a few days after the fire, the appropriate municipal official went out and inspected the building. A dangerous building check list was completed, which found there were building code violations and fire code violations. On March 16th, a second inspection was conducted, the same violations remained and found it was past the point of being remediated.

Assistant City Attorney Shelby Morris, a municipal official, and the owner's contractors did another walk-through last week, to show what would need to be remediated. The building official wrote up a list of preliminary issues, and it was provided to the owner, along with the fire inspection report. Pictures shown of the condition of the hotel, along with mold in some of the rooms that would need to be remediated. There were holes cut in the roof to put out the fire, and the holes were open and exposed to the elements from August to February.

Current property conditions, fire damage, building severe decline, vandalism to the electrical, environmental issues, soot, biological hazards, and structural issues. Recommending demolition of the structure due to the cost and the extensive amount of damage.

Attorney Rylan Lusk speaks on behalf of the owner. There is no dispute about the condition of the property. The property needs to come down. What it comes down to is an insurance concern. The owner's insurance has requested a remediation agreement, to determine if the insurance will cover the cost of remediation or demolition. The owner would like the property to be demolished. There is no scenario where it makes economic sense to remediate. What the owner is proposing is a conditional approval, Council would approve the demolition, but it would be subject remediation agreement.

Ms. Christy Hampton, the property manager at ULock-it storage on Celtic drive for 28 years, speaks in support of the demolishing of Madison Inn and Suites.

- Property is an eyesore
- Ongoing nuisance to nearby businesses, residents, schools, and public safety
- Over a decade, back in 2014 a petition circulated asking for help with this property
- Prostitution, fights in the parking lot, drug activity, loitering,
- Surrounding businesses have had people seeking shelter, hiding in flower beds, breaking into customer bathrooms

- Sex offender notices for people staying at the hotel
- Meth related explosions, repeated break ins
- People continue to break in and stay on the property even though no occupancy has been allowed since the fire

Ms. Kelly Butler, daughter of the owners of ULock-it storage on Celtic drive speaks in support of the demolishing of Madison Inn and Suites.

- Grandparents started the business in the early 1980's
- Deeply committed to the community, Grandfather was a member of the Lions club, father a member of the Rotary club, mom retired from Madison City Schools as a kindergarten teacher
- ULock-it has supported Rotary club, Madison Arts, Madison City Schools, Bob Jones football and baseball, Journey softball and cheer, and Columbia cheer and the Dublin park reconstruction
- 2020 ULock-it was awarded small business of the year
- Helped the community with storage during power outages and tornados
- Madison Inn and Suites has hurt the businesses in this area

Assistant City Attorney Shelby Morris returns to speak on the filing of Lis Pendes on March 26. All interested parties, including the owner, received it on March 30th. However, a month passed before the owner made contact on May 1st and remediation was not discussed until last week. Assistant City Attorney Shelby Morris has also spoken to Homewood Alabama where the owner owns a similar property. Homewood Alabama has also had problems getting the owners property up to code. Does not believe remediation of this property with the ownership would be feasible.

Attorney Rylan Lusk again speaks on the remediation agreement. The insurance carrier is wanting the owner to show some due diligence to remediate the property before the insurance carrier will over the cost of demolition. Council Member Wroblewski does not believe it is the Council role to be involved in communication with the property owner's insurance carrier. Assistant City Attorney Shelby Morris replies that is correct.

Council Member Goodson speaks on the City covering the cost of the demolition and then a lien put on the property. Assistant City Attorney Shelby Morris states the owner would have the opportunity to pay the lien and if not, the city could foreclose on the lien. Council Member Goodson asks about the possibility of a date to remediate or demolish or a cost analysis to remediate or demolish. Assistant City Attorney Shelby Morris states the cost benefit analysis has already been done. Council Member Lessmann asked why we are doing remediation. Assistant City Attorney Shelby Morris responds with the resolution is for demolition. Council Member Lessmann asks if remediating is the only way to get money from the insurance company. Assistant City Attorney Shelby Morris responds with it appears to be.

Council Member Goodson says the owner has the right to appeal. Assistant City Attorney Shelby Morris responds yes, a few short days to appeal the City Council's action to Circuit Court. Council Member Bier states, the owner has had almost a year since the fire, the building is over forty years old, failed code compliance, there is not a lot of trust and faith any time given would be utilized. Council Member White agrees the owner has demonstrated not utilizing time given, what would be the benefit to the city.

Attorney Rylan Lusk states the benefit would be the owner paying the demolition cost instead of the city. Council Member Bier states even if the Council orders the demolition the

owner could still demolish it at a lesser cost. Council Member Wroblewski asks how much time the owner is requesting and can a penalty be assessed if the owner does not demolish by the date. Assistant City Attorney Shelby Morris does not believe a penalty could be assessed.

Mayor Ranae Bartlett speaks to the insurance company, seeing an order to demolish would have limited choices. Demolition would be set by a statutory period. Then it becomes the insurance company and the owner's best interest to demolish. The city demolishing would be more expensive, and a lien would be attached. The mayor does not see any reason to extend this further or require officers to service this location or to allow crime to be further committed. The mayor highly recommends the Council to pass the resolution as drafted. Council Member McKay agrees and wants to send a message to anything else in the corridor in that condition. The council needs to clean this area up and the council are not playing around.

Mayor Ranae Bartlett thanks Assistant City Attorney Shelby Morris for all the work put into this packet, everyone who spoke during public comments, and Attorney Rylan Lusk.

Council Member Bier moved to approve Resolution No. 2026-189-R. Council Member Lessman seconded. The vote was taken and recorded as follows:

Council Member David Bier	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

DEPARTMENTAL REPORTS

BUILDING

PROPOSED ORDINANCE NO. 2026-176: AUTHORIZING AN AMENDMENT TO APPENDIX A, FEE SCHEDULE, OF THE CODE OF ORDINANCES, CITY OF MADISON, ALABAMA, TO ADD A WEED ABATEMENT ADMINISTRATIVE FEE (INCREASE FROM \$247.00 TO \$361.74) (FIRST READING 05/11/2026)

Council Member Lessman moved to approve Proposed Ordinance No. 2026-176. Council Member Jackson seconded. The vote was taken and recorded as follows:

Council Member Alice Lessmann	Aye
Council Member Kenneth Jackson	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Absent
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Erica White	Aye

CITY CLERK

RESOLUTION NO. 2026-194-R: AUTHORIZING AMENDMENT NO. 1 TO THE MASTER AGREEMENT FOR OPEN RECORDS REQUEST TRACKING SOFTWARE WITH JUSTFOIA, INC., AN AFFILIATE OF MCCI, LLC, IN THE AMOUNT OF \$9,024.88 FOR THE INITIAL TERM, WITH ANNUAL RENEWAL COSTS BEGINNING AT \$10,250 SUBJECT TO ANNUAL ADJUSTMENT PURSUANT TO THE AGREEMENT (TO BE PAID FROM CITY CLERK-TREASURER DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2026-194-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

Council Member Erica White	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

ENGINEERING

RESOLUTION NO. 2026-187-R: AUTHORIZING AMENDMENT NO. 1 WITH SWEEPING CORPORATION OF AMERICA FOR A 5% ADJUSTMENT OF THEIR CURRENT CONTRACT DUE TO ONGOING MARKET CONDITIONS, INCLUDING A SIGNIFICANT INCREASE IN OIL AND FUEL COSTS (\$3,248.25 TO BE PAID FROM STORMWATER FUND)

Council Member Bier moved to approve Resolution No. 2026-187-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Maura Wroblewski	Aye
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-200-R: AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH MULLINS, LLC, FOR SURVEYING AND DESIGN SERVICES FOR PROJECT NO. 26-012 GREENWAY TRAIL EXTENSION ALONG TOWN MADISON BOULEVARD AND GRAPHICS DRIVE IN THE AMOUNT OF \$93,500 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Lessmann moved to approve Resolution No. 2026-200-R. Council Member White seconded. The vote was taken and recorded as follows:

Council Member Alice Lessmann	Aye
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Council Member Erica White	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2026-191-R: AWARDING BID NO. 2026-006-ITB FOR THE RETAINING WALL AT TOYOTA FIELD WEST PARKING LOT TO MILLER & MILLER, INC. IN THE AMOUNT OF \$438,534.80 (TO BE PAID FROM STORMWATER FUND)

Council Member Lessmann moved to approve Resolution No. 2026-191-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

Council Member Alice Lessmann	Aye
Council Member Billie Goodson	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Michael McKay	Aye
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-195-R: APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J.M. PHILLIPS ENGINEERING, LLC, FOR CIVIL ENGINEERING DESIGN SERVICES FOR THE PROPOSED IMPROVEMENTS TO THE ENTRANCE FOR THE MADISON WELLNESS CENTER IN THE AMOUNT OF \$37,625 (TO BE PAID FROM FACILITIES AND GROUNDS DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2026-195-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

Council Member Jackson asks for an elaboration as to the need for a second entrance. Director of Facilities Gerald Smith responds with the city does not currently have its own entrance into the wellness center, currently entering through a neighbor’s lot. This entrance is to prepare for the SEC tournament.

Council Member Erica White	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-196-R: APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J.M. PHILLIPS ENGINEERING, LLC FOR CIVIL ENGINEERING DESIGN SERVICES FOR THE PROPOSED IMPROVEMENTS TO THE SOFTBALL FIELDS AT THE MADISON WELLNESS CENTER, IN THE AMOUNT OF \$16,100 (TO BE PAID FROM FUND 38)

Council Member McKay asks if the funds are for bullpens and batting cages, and how many. Director of Facilities Gerald Smith responds with two for each field. A bullpen and batting cage for each field is a requirement for the SEC.

Council Member White moved to approve Resolution No. 2026-196-R. Council Member Lessman seconded. The vote was taken and recorded as follows:

Council Member Erica White	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

INFORMATION TECHNOLOGY

RESOLUTION NO. 2026-193-R: AUTHORIZING A THREE-YEAR SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS FOR INTERNET AND CABLE TV SERVICES FOR THE ANIMAL CONTROL FACILITY LOCATED AT 400 CELTIC DRIVE, SUITE A IN THE AMOUNT OF \$400 PER MONTH/\$4,800 PER YEAR (TO BE PAID FROM IT DEPARTMENT BUDGET)

Council Member Bier moved to approve Resolution No. 2026-193-R. Council Member Jackson seconded. The vote was taken and recorded as follows:

Council Member David Bier	Aye
Council Member Kenneth Jackson	Aye
Council Member Maura Wroblewski	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye
Council Member Erica White	Aye

LEGAL

ORDINANCE NO. 2026-201: AN ORDINANCE ESTABLISHING REGULATIONS CONCERNING SHORT-TERM RENTALS

City Attorney Megan Zigarelli reviews standards in the ordinance.

- Sets permitting

- Licensing requirements
- Permit for short-term rentals
- Application fee
- Annual renewals
- Mandatory building inspections
- Lodging only
- Parking standards
- Local contact person
- Notification to adjourning property owners
- Three strikes enforcement plan

Council Member Jackson noticed the overnight parking by transients is strictly prohibited, does that apply to daytime as also. City Attorney Megan Zigarelli responds that only on-site parking, in the driveway, is allowed. Council Member Jackson also asks about neighbor notice, is it only neighbors who share a property line? City Attorney Megan Zigarelli responds it includes across the street. Council Member Jackson also asks if there is a limit to short term rentals that can operate on the same street? City Attorney Megan Zigarelli there is not a limit for the same street, however proposing a city-wide cap of 190 short term rental permits. Council Member Jackson states hypothetically a homeowner could be surrounded by short-term rentals? City Attorney Megan Zigarelli answers hypothetically.

Council Member Bier clarifies the three-hundred-and-fifty-dollar fee is essentially cost for inspection and permitting. There is no profit for the city. City Attorney Megan Zigarelli answers in the affirmative.

This is a first reading only

PLANNING

PROPOSED ORDINANCE NO. 2026-123: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 225 NANCY ROAD, WEST OF SLAUGHTER ROAD AND SOUTH OF LYNN DRIVE, INTO THE CITY OF MADISON (FIRST READING 04/13/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-123. Council Member Lessmann seconded. The vote was taken and recorded as follows:

Council Member Erica White	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2026-170: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 131 W DUBLIN DRIVE (FIRST READING 05/11/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-170. Council Member Lessmann seconded. The vote was taken and recorded as follows:

Council Member Erica White	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-174-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-175, AMENDING THE ZONING ORDINANCE TO ALLOW SHORT-TERM RENTALS (FIRST PUBLICATION 6/3/2026; SECOND PUBLICATION 6/10/2026; THIRD PUBLICATION 6/17/2026; PUBLIC HEARING 6/22/2026)

Director of Development Services Mary Beth Broeren states this would set a hearing to amend the city's zoning ordinance to allow for short-term rentals. The planning commission recommends the following.

- Allowed throughout the city
- Modify accessory dwelling unit regulations
- 180 days or less
- Public hearing requested for June 22nd

Council Member Goodson moved to approve Resolution No. 2026-174-R. Council Member Bier seconded. The vote was taken and recorded as follows:

Council Member Billie Goodson	Aye
Council Member David Bier	Aye
Council Member Maura Wroblewski	Aye
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye
Council Member Erica White	Recused
Council Member Kenneth Jackson	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

Having no further business to discuss Council Member Goodson moved to adjourn. Council Member Bier seconded.

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

Minutes No. 2026-10-RG, dated May 26, 2026, read, approved and adopted this 8th day of June 2026.

Council Member Maura Wroblewski
District One

Council Member David Bier
District Two

Council Member Billie Goodson
District Three

Council Member Michael McKay
District Four

Council Member Alice Lessmann
District Five

Council Member Erica White
District Six

Council Member Kenneth Jackson
District Seven

Concur:

Ranae Bartlett, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Amy Rumley
Recording Secretary



**MINUTES NO. 2026-05-WS
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
May 20, 2026**

The Madison City Council met for a public work session on Monday May 20, 2026, at 5:30 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 5:30 p.m. by Council President Maura Wroblewski.

THE FOLLOWING ELECTED OFFICIALS WERE IN ATTENDANCE

Mayor Ranae Bartlett	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 David Bier	Present
Council District No. 3 Billie Goodson	Absent
Council District No. 4 Michael McKay	Present
Council District No. 5 Alice Lessmann	Present
Council District No. 6 Erica White	Present
Council District No. 7 Kenneth Jackson	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Municipal Records Coordinator Amy Rumley, City Attorney Megan Zigarelli, Information Technology Director Chris White, Information Technology Support Technician Wes Baugh, Building Director Kipp Richerzhagen, City Engineer Michael Johnson

ROADS AND INFRASTRUCTURE

City Engineer Michael Johnson presented a slideshow reviewing the projects the City is currently working on, projects that are funded for design only and projects that have been brought up in the past.

PROJECTS CURRENTLY FUNDED FOR CONSTRUCTION:

- Gooch Road & Wall Triana Hwy Intersection
- Balch Road & Gooch Road Intersection

Council President Maura Wroblewski asked when construction will start on this project, and Mr. Johnson responded as soon as Huntsville Utilities relocates the utilities. Mr. Johnson went on to add they he would like to have it started this summer.

- Burgreen Road & Hardiman Road Intersection
- Hughes Road & Old Madison Pike Intersection

Council Member White asked when the completion date is for this project and Mr. Johnson replied around 3-4 months.

- Royal Drive Extension Phase 1 & New Signal
- Bradley Street Improvements
- Slaughter Road & Eastview Drive Intersection

Council Member McKay asked when the completion time is for this project. Mr. Johnson replied it should be done by Fall.

PROJECTS CURRENTLY FUNDED FOR DESIGN ONLY

- Mill Road/Sullivan Road Intersection
- Hughes Road Sidewalk Extension
- Powell Road & Burgreen Road Intersection
- Town Madison Blvd. & I-565 Ramp
- Mill Road Bridge & Greenway
- Town Madison Multi-Use Trail
- Balch Road & Browns Ferry Road Intersection
- Garner Extension
- Palmer Road Bridges
- Browns Ferry Road & Sullivan Road Intersection
- Portal Ditch Stabilization Phase 1
- Mill Road & Balch Road Intersection

Council Member Bier asked how the projects are being prioritized. Mr. Johnson stated he put a plan together based on estimated construction costs, also timing of projects so certain large ones would not have overlapping detour routes. Projects that are flood issues need to be addressed sooner for safety reasons.

FUTURE PROJECTS NOT CURRENTLY FUNDED FOR DESIGN

- Wall Triana Highway Widening
- Bradford Creek Greenway: Palmer Park to Kyser Blvd
- Royal Drive Extension Phase 2
- Hughes Road Widening Phase 2
- Royal Drive Improvements

FUTURE CONCEPTUAL PROJECTS

- Holliday Blvd. & Huntsville Brownsferry Road
- Segers Road & Powell Road Intersection
- Henderson Lane Extension
- Huntsville-Brownsferry Road at County Line Road

Council Member Bier asked how the City evaluates the need for stop lights. Mr. Johnson answered a corridor study would be conducted to figure out what makes sense. Mr. Bier asked what the general cost of repaving a roadway is, Mr. Johnson responded it is estimated based on the tonnage. Mr. Johnson mentioned that collector roads are being repaved a lot right now

and asked the Council to inform him of any specific collector roads they feel need repaving and they will start making a list to get them taken care of. Council Member White asked about getting roads striped. Mr. Johnson said the City does not have reflective paint, but if the road just needs permanent paint and not be milled and re-surfaced, the City can do it. Mr. Bier asked what budget neighborhood repaving comes from, Mr. Johnson replied it comes from Rebuild Alabama, which comes from sales tax. Mr. Johnson mentioned CIP projects are updated monthly on the City's website to keep the public aware.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 6:49 p.m.

Minutes No. 2026-05-WS, dated May 20, 2026, read, approved and adopted this 8th day of June 2026.

Council Member Maura Wroblewski
District One

Council Member David Bier
District Two

Council Member Billie Goodson
District Three

Council Member Michael McKay
District Four

Council Member Alice Lessmann
District Five

Council Member Erica White
District Six

Council Member Kenneth Jackson
District Seven

Concur:

Ranae Bartlett, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

RESOLUTION NO. 2026-218-R

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AN AMERICA250AL COMMUNITY GRANT

WHEREAS, the Alabama USA Semiquincentennial Commission, operating as America250AL, has established a Community Grants Program to support local projects and events commemorating the 250th anniversary of the signing of the Declaration of Independence; and

WHEREAS, the City of Madison desires to submit an application for funding through the America250AL Community Grants Program to assist with costs associated with the City's patriotic celebration activities, including fireworks production, staging and sound for the patriotic program, and marketing and promotional materials; and

WHEREAS, the City Council finds that participation in the America250AL Community Grants Program will promote community engagement and provide educational and cultural opportunities for residents and visitors in connection with the nation's semiquincentennial observance.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby directed and authorized to submit an application on behalf of the City of Madison for funding through the America250AL Community Grants Program and is further authorized to execute all necessary documentation to complete the application process and accept grant funding, such execution to be done in the name of and on behalf of the City, and that the City Clerk-Treasurer is directed and authorized to appropriately attest the same.

READ, APPROVED, and ADOPTED this 8th day of June 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 8th day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

America250 Fireworks Celebration in Madison

Semiquincentennial Community Grant (\$2,500)

City of Madison

Ranae Bartlett	amanda.jarrett@madisonal.gov
100 Hughes Road	O: 256-772-5600
Madison, AL 35758	

Ms. Amanda Jarrett

100 Hughes Road	amanda.jarrett@madisonal.gov
Madison, AL 35758	O: 256-772-5602
	M: 256-348-2026

Application Form

Applicant Information

Organization Name*

Enter the legal name of your municipality or county commission. The name provided here will be the grantee name printed on any future agreements, checks, and reports.

City of Madison

Organization Type*

Select whether you are applying as an Alabama municipality or county commission.

Municipality

Municipality or County Seat*

Enter the name of your municipality or, if applying as a commission, the municipality that serves as your county seat. America250AL will use this data when generating reports.

City of Madison

Organization County*

Select the name of your county or, if applying as a municipality, the county or counties where your municipality is located. America250AL will use this data when generating reports.

Madison

Federal Congressional District*

Select the federal Congressional district(s) where your organization is located. To view a map of Alabama's Congressional Districts, or to search by address, click [here](#). America250AL will use this data when generating reports.

5

State Senate District*

Enter the state senate district(s) where your organization is located. To view a map of Alabama's Congressional districts, or to search by address, click [here](#). America250AL will use this data when generating reports.

2

State House District*

Select the state house district(s) where your organization is located. To view a map of Alabama's Congressional districts, or to search by address, click [here](#). America250AL will use this data when generating reports.

10

Project Information

Project Name*

Enter a title for your proposed project.

America250 Fireworks Celebration in Madison

Project Description*

Provide a brief summary of your proposed project. America250AL will use this description when promoting funded projects and when generating reports.

The America250 Fireworks Celebration in Madison will commemorate the 250th anniversary of the United States with a family-friendly evening of live music, food vendors, a presentation commemorating our Nation's birthday and rich history, and a large-scale fireworks display. This community-wide event will honor our nation's history, celebrate our community, and bring residents together for a safe, patriotic celebration.

Project Dates*

Provide the date, or a range of dates, when you intend to host public events and programs.

July 3, 2026

Community Involvement Criteria*

All grant-funded projects must meet **all of the following** criteria. Select each that you believe your project will meet.

Be open and accessible to the public
Foster community involvement and unity

Community Involvement Details*

Briefly describe how your project will meet the criteria you selected above.

The America250 Fireworks Celebration in Madison will be a true community-wide effort, bringing together residents, local businesses, civic groups, and volunteers to honor our nation's 250th anniversary. While the City is spearheading the event, a committee of residents is working hard behind the scenes to make this an event worthy of America's 250th birthday! Local musicians and performers will provide live entertainment, food trucks and vendors will showcase Madison-based businesses, and community organizations will host family-friendly activities. Sponsorship opportunities will allow businesses to directly support the event, while volunteers will assist with logistics, hospitality, and safety. The celebration will create a shared space for neighbors to gather, connect, and celebrate Madison's strong spirit of community and patriotism.

250th Commemoration Criteria*

All grant-funded projects must meet **all of the following** criteria. Select each that you believe your project will meet.

Demonstrate clear relevance to Alabama's commemoration of the U.S. sesquicentennial
Be feasible and take place between January 1 and August 31, 2026
Acknowledge support from America250AL

250th Commemoration Details*

Briefly describe how your project will meet the criteria you selected above.

The America250 Fireworks Celebration in Madison directly supports Alabama's commemoration of the United States Semiquincentennial by providing a large-scale, family-friendly event that honors the nation's founding while highlighting the role Alabama communities play in its ongoing story. This celebration will take place on July 3, 2026, and will feature patriotic programming, historical recognition elements, and a culminating fireworks display that unites residents in reflection and pride.

The City of Madison has extensive experience producing safe, well-attended public events and will utilize established partnerships with public safety agencies, vendors, and community organizations to ensure feasibility and successful execution within the required timeframe.

All promotional materials, event signage, and public remarks will prominently acknowledge America250AL's support, including logo placement and verbal recognition during the program.

Programming Criteria*

All grant-funded projects must meet **at least one of the following** criteria. Select each that you believe your project will meet.

Enrich public understanding of America's founding principles, history, or system of self-government
Enhance civic education and engagement to advance the cause of liberty and self-governance
Emphasize the service and sacrifices of American veterans of all generations

Programming Details*

Briefly describe how your project will meet the criteria you selected above.

The America250 Fireworks Celebration in Madison will intentionally incorporate educational and civic components that deepen public understanding of America's founding principles and system of self-government. The event program will include brief remarks highlighting the Declaration of Independence, the enduring ideals of liberty and representative government, and Alabama's role in the nation's 250-year story.

To enhance civic education and engagement, the event will promote opportunities for residents to participate in self-governance, including voter registration resources, information about local boards and commissions, and youth-focused civic engagement materials. By hosting the celebration in a public setting and encouraging intergenerational participation, the City will create a space that reinforces civic pride, dialogue, and community involvement.

The program will place special emphasis on honoring the service and sacrifices of American veterans from all generations. Veterans will be recognized during the formal program, and local veteran service organizations will be invited to participate. The event will include a patriotic tribute segment acknowledging those who have defended the nation's freedoms, ensuring that the celebration reflects both gratitude and respect for their enduring contributions to liberty and self-governance.

Additional Project Details

Provide any additional information you believe may be helpful for our reviewers to fully understand your project. You may choose to provide a full narrative for your project, describe context for your project, or simply list important details.

You might consider:

- Identifying the objectives of the project and the major elements and activities.

- Providing an outline detailing when activities will occur, including planning, publicity, and events.
- Describing the goals, expected outcomes of the project, and the anticipated impact of the project on your local community.

America250AL may deny applications or request additional information before awarding a grant if not enough details are provided to fully describe the project or demonstrate the project meets all required criteria.

The America250 Fireworks Celebration at Dublin Park will commemorate the 250th anniversary of the United States by fostering civic pride, promoting education about America's founding principles, and honoring veterans. Major elements of the event will include:

- A formal patriotic program recognizing America's founding ideals and Alabama's role in the nation's history
- A veterans tribute segment honoring service members of all generations
- Civic education displays and community resource booths
- Family-friendly activities and local food vendors
- A large-scale fireworks display as the culminating celebration

The event will be free and open to the public to ensure broad community access and participation.

The primary goal is to create a meaningful, accessible commemoration that strengthens public understanding of America's founding principles and inspires civic engagement.

Expected outcomes include:

- Strong community attendance and intergenerational participation
- Increased awareness of civic engagement opportunities
- Public recognition of veteran service and sacrifice
- Strengthened community pride and unity
-

The anticipated impact is a renewed sense of shared identity and responsibility among Madison residents. By hosting this celebration at Dublin Park, a central and well-loved public space, the City will create an inclusive environment where families, veterans, students, and community leaders come together to reflect on the nation's history and its future.

Support Materials (Optional)

Attach additional materials to support your application. Attachments may include photographs and graphics, brochures, agendas, and promotional items. All materials must be combined into one file to upload.

Financial Information

Funds Requested*

Enter the total amount of grant funds requested from America250AL. **The amount listed here should match the total provided in the table below and should not exceed \$2,500.00.**

\$2,500.00

Disallowed Costs*

Grant funding may not be used to pay for **any of the following costs**. Select each to indicate that you understand and agree not to expend funding on any of the listed costs.

Food and alcohol

Personnel (salaries and wages)

Lobbying and lobbying services

Contributions to endowment funds

Real estate purchases

Grant Period*

Grant funding may only be used to pay for costs incurred by your organization between **January 1 and August 31, 2026**. Select the box below to indicate that you understand and that you intend to incur all costs listed below within the stated grant period.

I understand

Budget Spreadsheet

Describe below how your organization will expend the funding awarded by America250AL. **The amount listed here should match the total requested above and should not exceed \$2,500.00.**

Line Items	Budgeted Costs (Application)	Approved Costs (Grant Agreement)	Actual Costs (Final Report)
Artist Stipends and Fees			
Honoraria for Scholars and Presenters			
Printing and Publications			
Promotion and Advertising			
Supplies, Materials, and Equipment	\$2,500.00	\$2,500.00	
Travel Costs			
Venue Rentals and Facility Fees			
Other Costs (describe below)			
Total	2500	2500	

Budget Notes

Provide any notes for your budget that you believe may be helpful for our reviewers to fully understand your project. If you requested funding for Other Costs, explain those costs here.

America250AL may deny applications or request additional information before awarding a grant if not enough details are provided to fully describe the project or demonstrate the project meets all required criteria.

Major expense categories include fireworks production, staging and sound for the patriotic program, and marketing and promotional material.

Contact Information

Project Director's Name*

Enter the name of the individual who is primarily responsible for completing the proposed project.

Amanda Jarrett

Project Director's Organization and Title*

City of Madison, Director of Operations and Communications

Project Director's Email Address*

amanda.jarrett@madisonal.gov

Project Director's Phone Number*

256-772-5602

AGREEMENT

By submitting this application, the applicant certifies:

- that the individual listed above has reviewed the information provided and is authorized to apply for this grant on behalf of the applicant organization.
- that all information provided is true and accurate to the best of the applicant's knowledge.
- that the applicant agrees to comply with all applicable federal and state laws governing the use of public funds.
- and acknowledges that, if a grant is awarded, acceptance of funds will require execution of a grant agreement and submission of relevant documentation, including a final grant report.
- that the applicant agrees to use any awarded funds solely for the purposes described in this application or as otherwise specified in a grant agreement with America250AL.

File Attachment Summary

Applicant File Uploads

No files were uploaded

RESOLUTION NO. 2026-209-R

APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR LA FINKA MEXICAN RESTAURANT MADISON, INC., D/B/A LA FINKA MEXICAN RESTAURANT

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Restaurant Retail Liquor License to **La Finka Mexican Restaurant Madison, Inc.**, doing business as **La Finka Mexican Restaurant**, which has applied for said license for its location at **8994 Madison Boulevard, Madison, Alabama 35758**; and

WHEREAS, the Revenue Director has received written approval for the application of **La Finka Mexican Restaurant Madison, Inc.**, from the Madison Police Department, the Building Department, and the Fire Department which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of a Restaurant Retail Liquor License to **La Finka Mexican Restaurant Madison, Inc.**, doing business as **La Finka Mexican Restaurant** for its **8994 Madison Boulevard, Madison, Alabama 35758** location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a Restaurant Retail Liquor License to **La Finka Mexican Restaurant Madison, Inc.**, doing business as **La Finka Mexican Restaurant**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of June 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



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

Date: May 18, 2026
To: Mayor & City Council
From: Ivon Williams
Deputy Revenue Officer
Subject: La Finka Mexican Restaurant Madison Inc.
DBA: La Finka Mexican Restaurant
Restaurant Retail Liquor License

Please find attached a copy of the checklist for La Finka Mexican Restaurant Madison Inc., doing business as La Finka Mexican Restaurant, regarding their application for a Restaurant Retail Liquor License for their location at 8994 Madison Boulevard, Madison, AL 35758.

This business is applying for a Restaurant Retail Liquor License as it is a new establishment within the City of Madison.

All required documentation has been reviewed, and everything is in order for the City Council to consider this alcoholic beverage request.

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



Checklist for Beer/Wine/Liquor License

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

Owner Name: La Finka Mexican Restaurant Madison Inc.

Business Name: La Finka Mexican Restaurant

Business Location: 8994 Madison Boulevard, Madison, AL 35758

Mailing Address: 8994 Madison Boulevard, Madison, AL 35758

Phone: _____

APPLICATION FEE:

Date Paid: 5/13/2026 Amount: \$ 100.00 Receipt #: 3685

Copy of Lease: _____ Incorporation Papers: _____

POLICE DEPARTMENT APPROVAL:

Letter Sent: _____

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Renfro Title Investigations Assistant

Date Completed: 5/13/2026

BUILDING DEPARTMENT APPROVAL:

Letter Sent: _____

Inspection: ☐ Approved ☐ Disapproved

Inspection Completed By: Dan V... Title Inspector

Date Completed: 5/14/26

FIRE DEPARTMENT APPROVAL:

Letter Sent: _____

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Scott... Title DFM

Date Completed: 5-13-26

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 5/13/2026

Date Placed: 5/13/2026 Newspaper: 05/20/2026

Publication Fee Paid: \$184

Date Paid: 5/13/2026 Receipt #: 3685

Date of Public Hearing: 5/26/2026

Approved: ☐ Denied: ☐

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

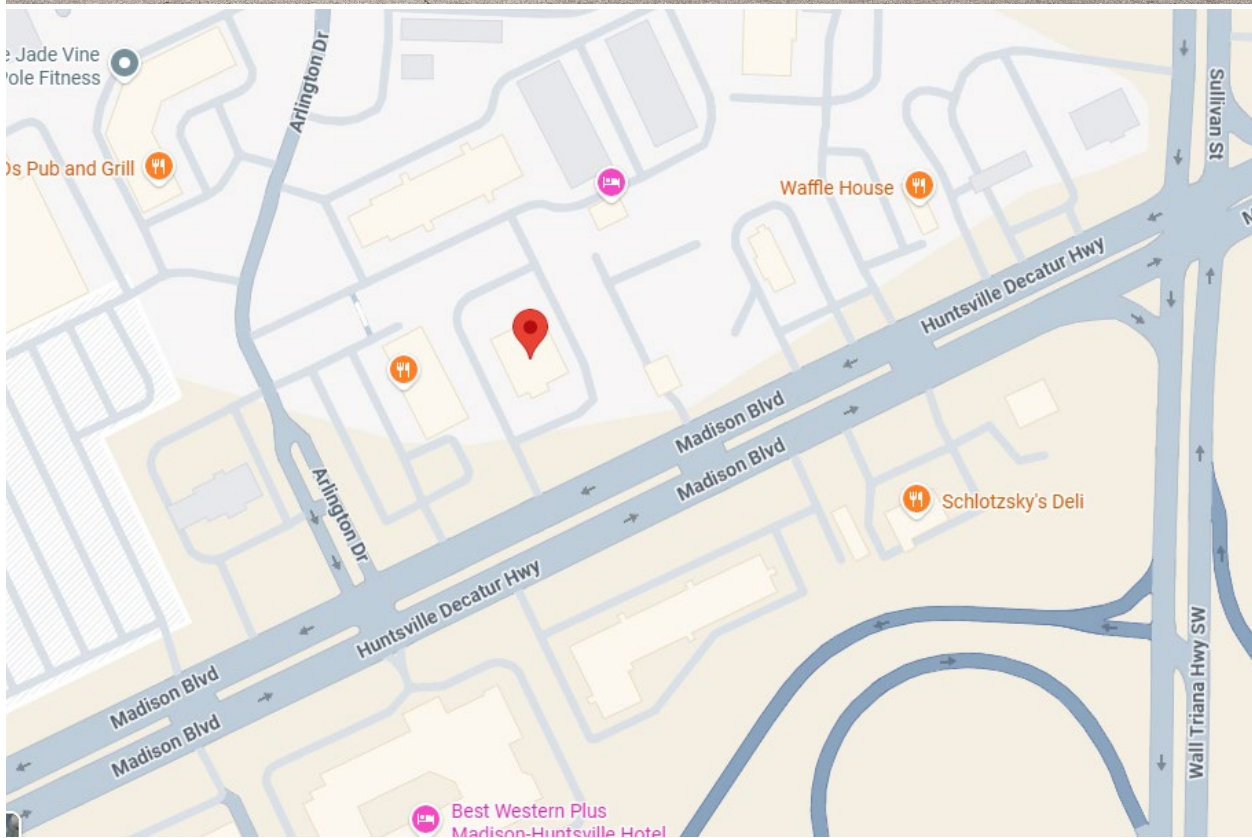
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



ORDINANCE NO. 2026-210

AN ORDINANCE AMENDING SECTION 8-101 OF THE CODE OF ORDINANCES, CITY OF MADISON, ALABAMA, TO ESTABLISH APPLICATION FEES FOR CERTIFICATE OF OCCUPANCY APPLICATIONS

WHEREAS, pursuant to Section 11-43-59 of the *Code of Alabama* (1975), a municipality is authorized to adopt building laws, employ building inspectors to see that the plans and specifications for buildings are not in conflict with the municipality's ordinances, and may exact fees to be paid by the owners of the property inspected;

WHEREAS, pursuant to Section 11-52-73 of the *Code of Alabama* (1975), a municipality is authorized to regulate the location and use of buildings, structures, and land for trade, industry, residences, or other purposes;

WHEREAS, the City of Madison, Alabama (the "City"), requires the issuance of a Certificate of Occupancy in order to establish a new use within an existing building;

WHEREAS, the City desires to establish an application fee to cover the reasonable administrative costs incurred by the City for staff time, investigation, processing, and related administrative expenses associated with the issuance of a Certificate of Occupancy in relation to zoning matters;

NOW THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama (the "City Council"), as follows:

Section 1. That Table 8-6 of Section 8-101 "Fees," of the Code of Ordinances, City of Madison, Alabama, is hereby amended to include the following fee:

Certificate of Occupancy	Zoning Approval application fee including inspections	\$200
	Application fee with no inspection	\$25

Section 2. If any word, clause, phrase, sentence, paragraph, or provision of this Ordinance shall be held invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance.

Section 3. This Ordinance shall become effective upon adoption and publication as provided by law.

Section 4. The City Clerk-Treasurer is hereby directed to effectuate proper publication of the instant ordinance as provided by law.

READ, PASSED, and ADOPTED this 22nd day of June 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-205-R**A RESOLUTION AUTHORIZING THE MAYOR TO AMEND AN
EXISTING PROFESSIONAL SERVICES AGREEMENT WITH OHM
ADVISORS**

WHEREAS, on June 23, 2025, the City Council of the City of Madison passed Resolution No. 2025-186-R authorizing the Mayor to execute a Professional Services Agreement with OHM Advisors for professional surveying and design consulting services for the Garner Street Extension Project (Project No. 25-017); and

WHEREAS, on September 8, 2025, OHM Advisors submitted a written request to amend elements of the Project, to wit: expand the scope of the Agreement to include additional design of layout and profile of the watermain and hydrants along the alignment; and

WHEREAS, pursuant to Resolution No. 2025-273-R, the Council agreed to amend the contract accordingly; and

WHEREAS, on May 22, 2026, OHM Advisors submitted "Garner St. Extension to Madison Blvd. Amendment 2- Additional Wetland Services" pursuant to OHM's request that the contract be amended again to allow for elements of the project that have changed and/or evolved beyond the original scope and cost derivation;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed Amendment Number Two to the Professional Services Agreement with OHM Advisors for professional surveying and design consulting services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Garner Street Extension to Madison Boulevard Amendment 2- Additional Wetland Services" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to OHM Advisors in an additional amount not to exceed ten thousand dollars (\$10,000) and in the manner detailed in the Amended Agreement to be paid from the Engineering Department's budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of June 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



May 22, 2026

Honorable Ranae Bartlett
Mayor
City of Madison
100 Hughes Road
Madison, AL 35758

**RE: Garner St. Extension to Madison Blvd
Amendment 2 – Additional Wetland Services**

Dear Mayor Bartlett,

We are requesting a contract amendment for elements of the project that have changed and/or evolved beyond the original scope and cost derivation signed June 24th, 2025. The items are as follows:

Scope

Consultant has submitted the Nationwide Permit Application for impacts to the wetland as mapped in the Jurisdictional Determination (JD) from 2015 provided by the City. Due to the age of the 2015 JD and potential changes in topography in the area, US Army Corp of Engineers (ACOE) has recommended that the City submit for a Jurisdictional Determination for current conditions. To complete this, the following items of work will be completed by the Consultant:

- Field delineation of potentially jurisdictional waters/wetland boundaries on the site based on current (2026) conditions
- Preparation of a report that contains findings, conclusions and permitting requirements for the site. A site plan will be included in the report showing the approximate locations of waters of the U.S., including wetlands, streams, or ponds.
- Digital CAD file based on GPS collection of the wetland boundaries
- Complete Jurisdictional Determination application including JD report and submit to ACOE

Field work, data collection, and report preparation may be performed by a subconsultant.

Exclusions and Assumptions

- Jurisdictional Determination of streams S-1, S-2, and S-3 identified in the 2015 JD are excluded.

Schedule

Upon authorization to proceed, OHM will conduct the scope described above. Field work and application submittal to ACOE will be completed in 4 weeks. ACOE does not have a timeline for JD reviews, however this review can run concurrently with the previously submitted Nationwide Permit Application.

Compensation

OHM will perform the additional services on a lump sum basis for the Amendment. The Client will be invoiced for services monthly. This work will increase the existing fee for Task 5 – Environmental Permitting.

Additional Services: \$10,000

OHM Advisors®

209 10TH AVENUE SOUTH, SUITE 154
NASHVILLE, TN 37203

T 615-649-5264

OHM-Advisors.com

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter will serve as our authorization to proceed. If you have any questions or require additional information, please do not hesitate to contact me by email at james.dearman@ohm-advisors.com or by telephone at (256) 513-1579.

Thank you for giving us the opportunity to be of service.

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT

James Robert Dearman, PE

Project Manager

City of Madison, Alabama
CLIENT

(Signature) _____
(Name) Ranae Bartlett
(Title) Mayor
(Date) _____

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as the “City,” and OHM Advisors, hereinafter referred to as the “Contractor.”

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2025-186-R, the City Council of the City of Madison, Alabama, authorized the City’s entry into a Professional Services Agreement (“Agreement”) with Contractor for professional services to provide professional surveying and design consulting services for the Garner Street Extension Project; and

WHEREAS, the Contractor has requested that the City amend the contract for elements of the project that have changed and/or evolved beyond the original scope and cost.

NOW, THEREFORE, in consideration of the foregoing premises and the parties’ respective agreements, promises, representations, and warranties contained herein, City and Contractor agree as follows:

A. Amendment to Agreement.

Pursuant to the provisions of this Amendment, Contractor shall complete the following items of work for an amount not to exceed ten thousand dollars (\$10,000.00).

- a) Field delineation of potentially jurisdictional waters/wetland boundaries on the site based on current (2026) conditions;
- b) A report that contains findings, conclusions, and permitting requirements for the site. A site plan will be included in the report showing the approximate locations of waters of the U.S., including wetlands, streams, or ponds.
- c) Digital CAD file based on CPS collection of the wetland boundaries
- d) Complete Jurisdictional Determination application including JD report and submit to ACOE

B. Remainder.

Unless specifically amended herein, all other provisions, attachments, content, language, recitals, covenants, promises, guarantees, and commitments contained in, referenced in, or incorporated into the original Agreement remain valid and in full force and effect.

C. Effective Date.

The foregoing Amendment shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date that this Amendment comes into effect.

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

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

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

§

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COUNTY OF MADISON

§

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

Given under my hand and official seal this _____ day of June 2026.

Notary Public

OHM ADVISORS

By: _____

Date: _____

STATE OF ALABAMA §

202

COUNTY OF MADISON §

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§

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____, is signed to the foregoing instrument and who is, or who has been made, known to me acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability corporation.

Given under my hand this the _____ day of June 2026.

Notary Public

RESOLUTION NO. 2026-192-R

**A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL
SERVICES FOR THE CONSTRUCTION OF AN OUTDOOR RESTROOM
BUILDING AT SUNSHINE OAKS**

WHEREAS, the City of Madison desires to secure professional architectural services for design and construction drawings related the construction of an outdoor restroom building at Sunshine Oaks Park, located at 228 Mose Chapel Road (the “Sunshine Oaks Building”); and

WHEREAS, Brown O’Dell & Partners Architects, PC, is qualified and experienced in providing such architectural services; and

WHEREAS, the City desires to enter into said agreement, subject to the terms and conditions therein and subject to the availability of budgeted funds.

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

1. That the City Council hereby authorizes the Mayor to execute, and City Clerk-Treasurer to attest, a Professional Services Agreement (“Agreement”) with Brown O’Dell & Partners Architects, PC, for architectural services for the construction of the Sunshine Oaks Building, as provided in the Agreement attached to this Resolution.
2. That compensation under the Agreement shall be an amount not to exceed \$33,860 for the Cost of the Work, as provided in the Agreement, subject to available budgeted funds, properly authorized change orders, and any limitations stated in the Agreement.

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Brown O’Dell & Partners Architects, PC, in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, APPROVED, AND ADOPTED this 8th day of June 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Brown O'Dell & Partners Architects, PC, located at 415 Church Street NW, Huntsville, Alabama 35801, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional architectural design and complete construction document services for a new outdoor restroom building at Sunshine Oaks Park, located at 228 Mose Chapel Road; and

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

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

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

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

SECTION 1: SCOPE OF WORK

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

adequacy of the services performed hereunder.

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

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **thirty-three thousand eight hundred sixty dollars (\$33,860.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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

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

SECTION 4: COMMENCEMENT; TERM

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

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Gerald Smith
City of Madison Facilities & Grounds Department
100 Hughes Road
Madison, Alabama 35758*

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

All notices to Consultant shall be addressed to:

*Brown O'Dell & Partners Architects, PC
415 Church Street, NW
Huntsville, AL 35801*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
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COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of _____,
2026.

Notary Public

Brown O'Dell & Partners Architects, PC
Consultant

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

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§

COUNTY OF MADISON §

§

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

Given under my hand this the _____ day of _____, 2026.

Notary Public



May 1, 2026
 James Dyer
 Assistant Director of Facilities and Grounds
 The City of Madison Alabama
 100 Hughes Road
 Madison, AL 35758

Sunshine Oaks Park
 228 Mose Chapel Road
 Madison, Alabama 35758

Re: Proposal for Architectural Design and complete construction documents including Structural, Mechanical and Electrical, and Civil design services for a new approximately 200sf. building; for the use of 2 toilet rooms with mechanical room between.

Per our discussions, the fee to complete the above work shall be **\$33,860**.

1. Below is a breakdown of the total fee:

▪ . Architectural Design (Drawings)	\$ 8,000
▪ . Mechanical, Electrical and Plumbing	\$ 5,200
▪ . Structural Engineering	\$ 1,560
▪ . Civil Topo	\$ 3,000
▪ . Civil Engineering	\$ 10,400
▪ . Construction Administration	<u>\$ 5,700</u>
Sub Total	\$ 33,860

2. Our fee is to be paid on completion of the construction documents, except for CA.

3. If for some reason there are added service requirements that are not included in the above fee quote, our typical hourly rates are as follows:

Principle Architect/Engineer	\$200.00
Project Architect/Engineer	\$135.00
Interior designer	\$120.00
Clerical	\$ 65.00

If there are any questions that I need to answer or further information needed, please let me know and I will be glad to meet your requests.

Sincerely,

 A handwritten signature in black ink, appearing to read 'James A. Brown Jr.', written over a horizontal line.

James A. Brown Jr.

RESOLUTION NO. 2026-183-R

A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL SERVICES FOR RENOVATIONS TO MUNICIPAL COURT COMPLEX AND CITY COUNCIL CHAMBERS OF MADISON CITY HALL

WHEREAS, the City of Madison desires to secure professional architectural services in connection with the design and related services for renovations to the Municipal Court Complex and Council Chambers of Madison City Hall, located at 100 Hughes Road; and

WHEREAS, Goodwyn Mills Cawood, LLC, is qualified and experienced in providing such architectural services; and

WHEREAS, the proposed agreement is in the form of an American Institute of Architects (AIA) Standard Form Agreement, which provides for compensation to be calculated as a percentage of the Cost of the Work; and

WHEREAS, Section 11-47-7.1 of the *Code of Alabama*, as amended, provides that municipalities may levy court costs and fees that the governing body shall allocate exclusively for, among other expenses, the construction, equipment, operation, and maintenance of any court complex, and applicable legal precedent provides that said corrections fees may be used to remodel rooms in city hall that are used for both the municipal court and city council meetings; and

WHEREAS, Section 14-7 of the Code of Ordinances of the City of Madison levies court fees for the purposes permitted in Section 11-47-7.1 of the *Code of Alabama*; and

WHEREAS, the project specified in the Agreement is for the construction, equipment, operation, and maintenance of the City's court complex by providing for its renovation, and the courtroom is a shared space with other City functions, including city council meetings; and

WHEREAS, The City desires to enter into said agreement, subject to the terms and conditions therein and subject to the availability of budgeted funds.

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

1. That the City Council hereby authorizes the Mayor to execute, and City Clerk-Treasurer to attest, an American Institute of Architects (AIA) Agreement ("Agreement") with Goodwyn Mills Cawood, LLC, for architectural services for renovations of the Municipal Court Complex and City Council Chambers, as provided in the Agreement attached to this Resolution.
2. That compensation under the Agreement shall be calculated as a fee equal to 9% of the Cost of the Work of approximately one million dollars (\$1,000,000), as provided in the Agreement, subject to available budgeted funds and any limitations stated therein.
3. That the City Council hereby appropriates funding necessary for the Agreement, and the Finance Director is authorized to approve a transfer of funds from the Municipal Court Corrections Fund to Fund 38 to provide for the payment of the architect's fees as specified in the Agreement.

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting Agreement, the Mayor or her designee shall be hereby authorized for the entire term of the Agreement

to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

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

READ, APPROVED, AND ADOPTED this 8th day of June 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirteenth day of March in the year Two Thousand Twenty-Six.

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Madison, AL
100 Hughes Road
Madison, AL 35758

and the Architect:
(Name, legal status, address and other information)

Goodwyn Mills Cawood, LLC
117 Jefferson Street North
Huntsville, AL 35802

for the following Project:
(Name, location and detailed description)

Madison City Hall Council Chambers Renovations
100 Hughes Road, Madison, AL 35758

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)



§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project will consist of renovation and fit out of the Council Chambers.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

One Million Dollars (\$1,000,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Design and construction drawings shall be completed no later than 90 days after the effective date of this Agreement.

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

NA

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Gerald Smith, Director of Facilities and Grounds

100 Hughes Road,

Madison, AL 35758

256-772-5641

Gerald.smith@madisonal.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

TBD

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Any third party testing if required or necessary. Cost estimating if requested shall be facilitated by the Architect but retained by the Owner.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jeffrey Parnell, Project Manager
Goodwyn Mills Cawood, LLC
117 Jefferson Street North
Huntsville, AL 35802
(256) 539-3431
jeffrey.parnell@gmcnetwork.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Plumbing Engineer:

Andreas Haun, PE
Rocket MEP
1300 Meridian St, Ste. 302
Huntsville, AL 35801
470-606-1660
Andreas@rocketMEP.com

.2 Mechanical Engineer:

Andreas Haun, PE
Rocket MEP
1300 Meridian St, Ste. 302
Huntsville, AL 35801
470-606-1660
Andreas@rocketMEP.com

.3 Electrical Engineer:

John T. Danilson, Jr. PE
 Rocket MEP
 1300 Meridian St, Ste. 302
 Huntsville, AL 35801
 407-454-4471
Andreas@rocketMEP.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000.00) for each occurrence and four million dollars (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required

automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and four million dollars (\$ 4,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide endorsements and certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. In addition, Architect shall provide waivers of subrogation in favor of Owner on its Workers' Compensation, Commercial General Liability, Umbrella Liability, and Automobile insurance policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) prequalifying bidders and obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 reviewing prequalification submittals and helping Owner to evaluate which bidders should be prequalified to submit a bid.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for

safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. A total of 36 onsite visits are expected. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided (Note 1)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Owner
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Applicable (Note 2)

§ 4.1.1.21	Telecommunications/data design	Owner
§ 4.1.1.22	Security evaluation and planning	Owner
§ 4.1.1.23	Commissioning	Owner (Note 3)
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Applicable
§ 4.1.1.28	Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided (Note 2)
§ 4.1.1.30	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Note 1; A concept will be developed with test fits as necessary through the schematic design phase. Changes made post schematic design shall be subject to additional services per hourly rates or subsequent lump sum negotiation.

Note 2; The Architect can coordinate the Owners consultants or other specialty consultants, however time may subject to additional services per the hourly rates attached.

Note 3; Third party commissioning is not part of this agreement, however the engineers of record will provide code required commissioning during the punch list.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 During the Construction Phase, upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services in the amounts listed below for the Project. The Architect may provide said services exceeding the limits set forth below for the Project as Additional Services pursuant to written approval of the Owner. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits per month to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special

equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to retain the Contractor to construct all elements of the Project designed or specified by the Architect as specified in the bid package for the Work. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner will cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest responsible and responsive bid, the Owner may

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bid exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 The Architect shall indemnify and hold harmless the Owner and the Owner's officers, officials, and employees from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, provided that such claim, damage, loss, or judgment is attributable to bodily injury, sickness,

disease, or death, or to injury to or destruction of tangible property, but only to the extent they are caused by the negligent acts or omissions, or the willful misconduct of the Architect, its employees, and its consultants in the performance of services under this Agreement. The Architect's duty to indemnify the Owner, and Owner's officers, officials, agents, and employees under this provision shall be limited to the available proceeds of insurance coverage provided under this Agreement. Architect will reimburse Owner for defense costs to the extent it is found negligent.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Prior to engaging in litigation, the Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

☐

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Owner provides written notice to suspend the Project, the Architect shall treat such suspension notice as a "stop work" order, and immediately suspend its work on the Project. When the Project is resumed, the Architect may be compensated for necessary expenses incurred in the interruption and resumption of the Architect's services. The Architect's

fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than thirty (30) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and reasonably and necessary costs attributable to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$10,000.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the state of Alabama, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

N/A

- .2 Percentage Basis
(Insert percentage value)

Nine percent (9.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Per Architect’s attached hourly rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per Architect’s attached hourly rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten percent (10 %)
Design Development Phase	Fifteen percent (15 %)
Construction Documents Phase	Fifty percent (50 %)
Procurement Phase	Five percent (5 %)
Construction Phase	Twenty percent (20 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. The Architects total compensation shall be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work including project cost agreed to by the Owner to be executed by a construction contract.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below.

See Attachment A.

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice, terms net thirty (30) days.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

- ☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Attachment A – 2025 Standard Rate and Fee Schedule

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Ranae Bartlett, Mayor City of Madison
 Alabama

(Printed name and title)

ARCHITECT *(Signature)*

Jay Purkey, AIA Huntsville Practice
 Leader

(Printed name, title, and license number, if required)

Attest

Lisa D. Thomas, City Clerk Treasurer

RESOLUTION NO. 2026-212-R**A RESOLUTION AUTHORIZING THE EXECUTION AND SUBMISSION OF A FEMA ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION FOR RADIOS**

BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor, Fire Chief, and Director of Finance are hereby authorized, requested, and directed to execute and submit on behalf of the City of Madison, Alabama, a municipal corporation of the State of Alabama, an application for a FEMA Assistance to Firefighters Grant in the amount of five hundred forty six thousand dollars and zero cents (\$546,000.00) to be used to purchase radios. If the grant is awarded to the City it will provide matching funds in the amount of forty nine thousand six hundred thirty six dollars and thirty six cents (\$49,636.36), to be paid from the FY 27 General Operating budget if awarded.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of June 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2026-217

**AN ORDINANCE TO ADD POLICY CHAPTER 15
ENTITLED “INFORMATION TECHNOLOGY POLICIES”
TO THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES**

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures*, and the City Council proposes to add policies to address the proper use of City information technology systems and artificial intelligence platforms; and

WHEREAS, upon the recommendation of the City Council’s Human Resources Committee, the City Council desires to add a new Chapter 15 concerning information technology in the manner set forth in this Ordinance;

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

Section 1. That the policies described as follows and in the attached documents shall be added to the City of Madison Personnel Policies and Procedures as a new Chapter 15 regarding information technology use:

- *Attachment A: Computer and Internet Use Policy*
- *Attachment B: Artificial Intelligence (AI) Use Policy*

Section 2. That all ordinances, resolutions, or provisions in conflict with this Ordinance are hereby repealed. In particular, current Policy Section 1.7 shall be removed from Section 1 of the Personnel Policies and Procedures, and Attachment A shall serve as the Internet and Computer Usage Policy from the Effective Date of this Ordinance.

Section 3. That if any clause, phrase, sentence, paragraph, or provision of the policies enacted in by this Ordinance shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

Section 4. That this Ordinance shall become effective upon adoption and publication.

Section 5. That both Attachment A and Attachment B shall be codified into a new Chapter 15 of the Personnel Policies and Procedures with appropriate formatting as determined by the Director of Human Resources.

READ, PASSED, and ADOPTED this ____ day of _____ 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Ordinance No. 2026-217: Attachment A

Computer and Internet Use Policy

City of Madison, Alabama

Purpose

This policy establishes the standards and requirements for appropriate use of City-provided computers, internet access, networks, and related technology resources. It applies to all City employees who access City systems or networks. The objectives of this policy are to protect City data, maintain consistent security practices, ensure legal compliance, and support the effective delivery of City services.

Internet Access

Authorized Use

The City provides internet access to employees for the primary purpose of conducting official City business and supporting day-to-day operations. Access to the internet is granted and managed by the IT Department in accordance with each employee's job responsibilities and operational needs. The IT Department reserves the right to monitor, restrict, modify, or revoke internet access at any time to ensure network security, maintain system performance, and protect City resources.

Prohibited Activities

Employees must use City internet access responsibly and, in a manner, consistent with the professional standards of the City. Personal internet use should be conducted through the City's designated public Wi-Fi network whenever possible and should not utilize the City's internal network, systems, or resources unless authorized for legitimate City business purposes.

The following activities are strictly prohibited:

- Accessing, viewing, downloading, or storing websites, files, or images containing offensive or inappropriate content that is unrelated to City business, unless specifically required for authorized City purposes.
- Using City internet resources for personal business, commercial activity, or personal financial gain
- Streaming media, gaming, or other high-bandwidth personal activities during work hours
- Bypassing or attempting to circumvent City network security controls or content filters
- Casual browsing of restricted, sensitive, or unauthorized data

File Access Outside of Job Scope

If an employee encounters system access that exceeds their authority or job scope, they must immediately notify the City of Madison Information Technology (IT) Department and document when, where, and how the access occurred.

Monitoring and Privacy

Notice: Internet Activity Is Logged and Monitored

All internet activity conducted on City networks, including visits to linked or redirected websites, is logged and monitored by the City's internet access systems. While the City does not routinely audit individual usage, it reserves the right to review activity in specific cases. Law enforcement agencies may examine internet activity as part of civil or criminal investigations, and the City reserves the right to disclose relevant internet activity to law enforcement officials upon lawful request.

Any violation of this policy, including abuse or misuse of internet access, may result in disciplinary action, up to and including termination of employment.

Access Agreement

No employee may be granted authorized internet access until they have received, reviewed, and agreed in writing to comply with this policy. A signed copy of the acknowledgment form will be retained in the employee's personnel file and must be renewed upon any significant policy update.

Computer Use

Approved Software

All City computers and workstations are subject to unannounced audits at any time. Only software that has been reviewed and approved by the City of Madison IT Department may be installed on City-owned equipment. Employees are strictly prohibited from installing personal applications, games, browser extensions, or any unauthorized software on City devices.

Virus and Security Protection

Employees must report any suspected issues with anti-virus or endpoint security software to IT personnel immediately. Employees should exercise caution when uploading files, opening email attachments, or downloading content to City computers or servers, as these are common vectors for malware and ransomware.

Technical Support

All technical support, system configuration, and equipment maintenance must be performed by, or under the direction of, City of Madison IT personnel. Employees are not authorized to independently modify, repair, or reconfigure City-issued computer equipment, software settings, or network connections. Unauthorized changes may void manufacturer warranties and create potential security risks for City systems.

Employees must submit all requests for assistance through the designated IT help desk process to ensure timely and proper support.

Personal Computers on City Property

Unless approved by IT, personally owned computers, laptops, tablets, and other portable devices are not permitted to connect to City networks.

This restriction exists to protect the integrity of City systems, prevent unauthorized access and potential data breaches, maintain consistency in software versions and security configurations, and support the IT Department's ability to monitor and manage all devices connected to City infrastructure effectively.

External Devices and Network Equipment

External Storage Devices

Unless approved by IT, personal external storage devices, including USB flash drives, portable hard drives, and other storage devices, are not permitted on the City network. Approved devices must be scanned by IT personnel before they're connected to any City computer. Employees are prohibited from using personal storage devices to copy, transfer, or remove City data unless they have received prior authorization.

Wireless Equipment

Unauthorized wireless access points, routers, and any other network devices are strictly prohibited on City networks under all circumstances.

All network equipment must be installed, configured, secured, and managed exclusively by the IT Department. Employees are not permitted to add, connect, modify, troubleshoot, or reconfigure any network infrastructure or related devices.

Access Upon Separation from Employment

Upon separation or suspension from City employment for any reason, the individual's authorization to access City computer systems, networks, and data will be immediately revoked. Human Resources is responsible for notifying IT personnel as soon as an employee's separation date is known, and no later than the employee's last day of work.

IT personnel will promptly revoke, suspend, or change the individual's access credentials, including account passwords, access codes, system permissions, and email access. All City-issued equipment must be returned on or before the employee's last day.

Authorized System Use and Misuse of Access

City-provided systems, software, and data are to be used strictly for the performance of an employee's assigned job duties. Access to City systems is granted based on an employee's role and the specific responsibilities of their position. Employees must not use any City system, application, or data in a manner that falls outside the scope of their authorized job functions, regardless of whether the system itself is otherwise accessible to them.

The following actions are expressly prohibited and constitute misuse of authorized access:

- Using City systems or software to perform transactions, process payments, register individuals, or conduct any activity that is not part of the employee's assigned duties or that confers a personal benefit to the employee or others outside of official City business
- Forwarding, copying, or transmitting City data, records, or confidential information to personal email accounts, personal storage devices, or any destination outside of City-approved systems

- Accessing, modifying, or extracting records, accounts, or information belonging to individuals or departments outside the employee's authorized scope of work
- Using City systems to conduct activity that benefits the employee personally, financially, or professionally outside of their official City role
- Sharing login credentials or granting system access to individuals who are not authorized to use that system, including other City employees whose job functions do not require such access

Employees who are unsure whether a specific action is within the scope of their authorized access must consult their supervisor or the IT Department before proceeding. The ability to access a system does not imply authorization to use it for any purpose beyond an employee's assigned duties.

Compliance and Enforcement

All employees and authorized users are expected to comply fully with this policy. Violations may result in disciplinary action, up to and including termination of employment, civil or criminal legal action, and permanent revocation of access to City systems and data.

All employees are expected to cooperate fully with any authorized audit, investigation, or review related to City technology use. Employees who become aware of a potential policy violation by another individual are encouraged to report it to their supervisor, the IT Department, or Human Resources.



City of Madison, Alabama

Ordinance No. 2026-217: Attachment B

Artificial Intelligence (AI) Use Policy

1. Purpose

This policy establishes clear expectations for the responsible, ethical, secure, and legally compliant use of Artificial Intelligence (“AI”) tools by all City personnel. The City of Madison is committed to leveraging AI in ways that uphold public trust, safeguard sensitive information, ensure transparency, and preserve the integrity of municipal operations.

2. Scope

This policy applies to all City employees, who access or use AI tools to perform City related work or use City-owned or City-managed devices, accounts, networks, or systems. This policy also applies when personal devices are used to perform City-related work involving AI tools.

3. Definition of Artificial Intelligence

For the purposes of this policy, Artificial Intelligence (AI) refers to, but is not limited to, the following technologies:

- **Generative AI Platforms** – Tools that generate text, images, audio, video, or other content (e.g., ChatGPT, Microsoft Copilot, Claude, Grok, Google Gemini)
- **Machine Learning Systems** – Applications that analyze data and make predictions or recommendations based on patterns
- **Automated Decision-Support Tools** – Systems that assist in evaluating options or recommending courses of action
- **AI-Powered Analytics** – Platforms that use AI to interpret or visualize data
- **Chatbots and Virtual Assistants** – AI-driven tools that simulate conversation or provide automated responses

4. Approved Uses

City related work may be conducted on IT-approved AI tools. Such AI tools may be used to support the following activities:

- Drafting routine correspondence, reports, and communications
- Conducting general research and summarizing information
- Preparing presentations, documents, and meeting materials
- Analyzing non-sensitive, non-confidential data
- Brainstorming ideas, outlines, or project frameworks
- Creating training materials and internal documentation

5. Prohibited Uses

The following uses of AI are strictly prohibited:

- **Entering sensitive or protected information** into any AI platform, including: Personally Identifiable Information (“PII”) such as names, addresses, dates of birth, or Social Security numbers; employee personnel records or HR-related data; criminal justice or law enforcement



records; health or medical information; financial account data or payment information; attorney-client privileged communications or legal strategy; or any data classified as confidential under City policy or applicable law.

- **Using AI as the sole decision-maker** in matters involving employment actions, legal proceedings, financial obligations, law enforcement, code enforcement, public safety, internal or external communications, etc.
- **Seeking or confirming legal advice** – Attorney-client privilege and attorney work-product confidentiality do not apply to AI prompts and outputs. Putting information received from an attorney into an AI tool may waive attorney-client privilege.
- **Presenting AI-generated content** as official City policy, legal guidance, or formal City communication without proper review and authorization.
- **Using unapproved AI tools** – All AI platforms must be reviewed and authorized by the IT Department prior to use on City systems or for City business.
- **Generating misleading, deceptive, harassing, or discriminatory content** using AI tools, including content that misrepresents the City or its officials.
- **Attempting to bypass, manipulate, or “jailbreak” AI systems** to produce outputs that would otherwise violate this policy or applicable law.

6. Data Privacy and Security

The protection of City and resident data is paramount. The following requirements apply to all AI use:

- Sensitive, confidential, or legally protected data may not be entered into public-facing AI platforms unless a Data Protection or Data Processing Agreement approved by IT and Legal is in place.
- All AI tools used for City business must comply with applicable federal and state laws, including the Alabama Data Breach Notification Act and relevant privacy regulations.
- AI-generated outputs involving City data may be subject to public records laws and must be managed accordingly.
- Any AI system proposed for integration with City infrastructure, networks, or software systems must undergo a formal security review and receive written approval from the IT Department prior to deployment.
- Prior to approving any AI tool, the IT Department, in coordination with the Legal Department, shall evaluate the vendor’s data retention, data access, data deletion, and privacy policies to ensure compliance with City requirements and applicable law.
- Any suspected or confirmed unauthorized disclosure of City data through an AI tool must be reported immediately to the IT Department and the Legal Department in accordance with the City’s data breach response procedures.

7. Transparency and Accountability

The City is committed to the transparent and accountable use of AI. The following standards apply:

- AI use on City systems or for City business must be defensible and documentable.
- Employees should be prepared to disclose when AI tools were used in the preparation of official documents or communications, if requested.
- Departments seeking to adopt new AI tools or platforms must submit a written request to the IT Department and Legal Department for evaluation and approval prior to implementation.



Employees should retain AI prompts and outputs that form part of the official record of a matter or decision in accordance with the City's records retention schedule. Employees should be prepared to produce AI prompts, inputs, and outputs in response to public records requests, subpoenas, or as otherwise required by law.

8. Human Oversight

AI is a tool to assist, not replace, employees. Human oversight is required on all consequential decisions. Any decision that directly affects a citizen, employee, vendor, or an official action or obligation of the City must be made or confirmed by a responsible human employee. Automated or AI-assisted output must be critically evaluated before action is taken. No AI system may be granted autonomous authority over financial transactions, enforcement actions, personnel decisions, or public-facing policy determinations. Accountability for AI-assisted decisions rests with the employee who reviewed and acted on the output.

9. Training and Awareness

The IT Department will provide guidance and training resources to help personnel and elected officials use AI tools responsibly and in accordance with this policy. Employees are encouraged to contact the IT Department with questions regarding approved tools. All personnel who use AI tools for City-related work shall complete an initial AI use orientation and acknowledge receipt of this policy in writing. Refresher training shall be provided annually or when significant policy updates are adopted.

10. Compliance and Enforcement

Failure to comply with this policy may result in:

- Disciplinary action, up to and including termination of employment or contract.
- Revocation of access to City systems and AI tools.
- Civil or legal liability, depending on the nature of the violation.

Any employee who becomes aware of a violation of this policy shall report it promptly to their supervisor and the IT Department.

11. Policy Review

The City will review this policy at least annually, or more frequently as warranted by significant changes in AI technology, applicable law, or City operations, to ensure it remains current with evolving technology, emerging threats, legal developments, and industry best practices.



City of Madison, Alabama

Ai Use Policy Employee Acknowledgment Form

By signing below, I acknowledge that I have received, read, and understand the City of Madison's Artificial Intelligence (AI) Use Policy. I agree to comply with the policy in its entirety and understand that violations may result in disciplinary action, up to and including termination of employment or contract, revocation of access to City systems, and potential civil or legal liability. I further acknowledge and agree to the following:

1. Purpose and Role of AI

- I understand that AI technologies, including generative AI, are tools intended to enhance efficiency, accuracy, and the quality of work performed on behalf of the City of Madison.
- I recognize that AI tools are not a substitute for human judgment, professional expertise, or independent decision-making, and that they serve as a resource to support—not replace—my responsibilities as a City employee.

2. Responsible and Ethical Use

- I will use only AI tools that have been reviewed and approved by the IT Department for City business.
- I will use approved AI tools responsibly, ethically, and in accordance with applicable City policies, federal law, and state law.
- I will thoroughly review, validate, and take personal accountability for any AI-generated content before it is used, shared, distributed, or submitted as part of City business.

3. Confidentiality and Data Protection

- I will not input sensitive, confidential, or legally protected information—including personally identifiable information (PII), employee personnel records, law enforcement records, health or medical information, financial account data, or attorney-client privileged communications—into any AI tool unless a Data Protection or Data Processing Agreement approved by the IT Department and the Legal Department is in place.
- I understand that AI systems may process, retain, or transmit information I provide, and I will take necessary precautions to prevent unauthorized disclosure or data breaches.
- I will immediately report any suspected or confirmed unauthorized disclosure of City data through an AI tool to the IT Department and my supervisor.

4. Human Oversight and Verification

- I acknowledge that all AI-generated content requires human oversight and that I am personally responsible for verifying the accuracy, completeness, and appropriateness of any AI output I use in my work.
- I will not seek, use, or present AI-generated content as official City policy, legal guidance, or formal City communication without proper review and authorization from the appropriate supervisor or department head.
- I understand that any decision directly affecting a citizen, employee, vendor, or City obligation must be made or confirmed by a responsible human employee, not delegated to an AI system.

5. Bias, Fairness, and Accuracy

- I am aware that AI tools can produce inaccurate, incomplete, or biased outputs, including fabricated information.



- I will critically evaluate AI-generated content for potential bias, errors, outdated information, or misleading results before relying upon it.

6. Training and Continuous Learning

- I will complete all required AI use orientation and training sessions before using AI tools for City-related work.
- I commit to participating in annual refresher training and staying informed about updates to the City’s AI Use Policy, evolving best practices, and changes in applicable law.
- I will seek guidance from the IT Department if I have questions about whether a particular AI tool or use case is appropriate.

7. Reporting and Compliance

- If I encounter issues, errors, security concerns, or potential policy violations related to AI tools, I will promptly report them to my supervisor and the IT Department.
- I understand that failure to comply with the City’s AI Use Policy may result in disciplinary action up to and including termination
- I understand that constructive feedback is essential for improving the City’s AI practices. If any employee reports a suspected violation of another employee in good faith, the City will not retaliate against the reporting employee. If an employee self-reports a violation, then said self-reporting may be considered a mitigating factor in a determination of discipline.

Employee Acknowledgment

I have read and understand the City of Madison’s Artificial Intelligence (AI) Use Policy and this Acknowledgment Form. I agree to comply with all requirements set forth in the policy.

Signature

Date

Printed Name

Department/Title

RESOLUTION NO. 2026-202-R

A RESOLUTION TO SET A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-203 TO AMEND THE ZONING ORDINANCE TO ZONE CERTAIN PROPERTY LOCATED AT 167 BRENTWOOD LANE R-1A UPON ANNEXATION.

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

Laura K. McCormick's request to zone property located at 167 Brentwood Lane, south of Eastview Drive and west of Lewter Drive, to R-1A (Low Density Residential District) upon annexation; and

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

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

SECTION 1. A public hearing will be held by the City Council on July 13, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the proposed Ordinance, attached hereto, amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

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

READ, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, on the 8th day of June 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

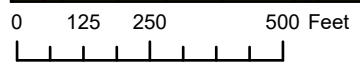
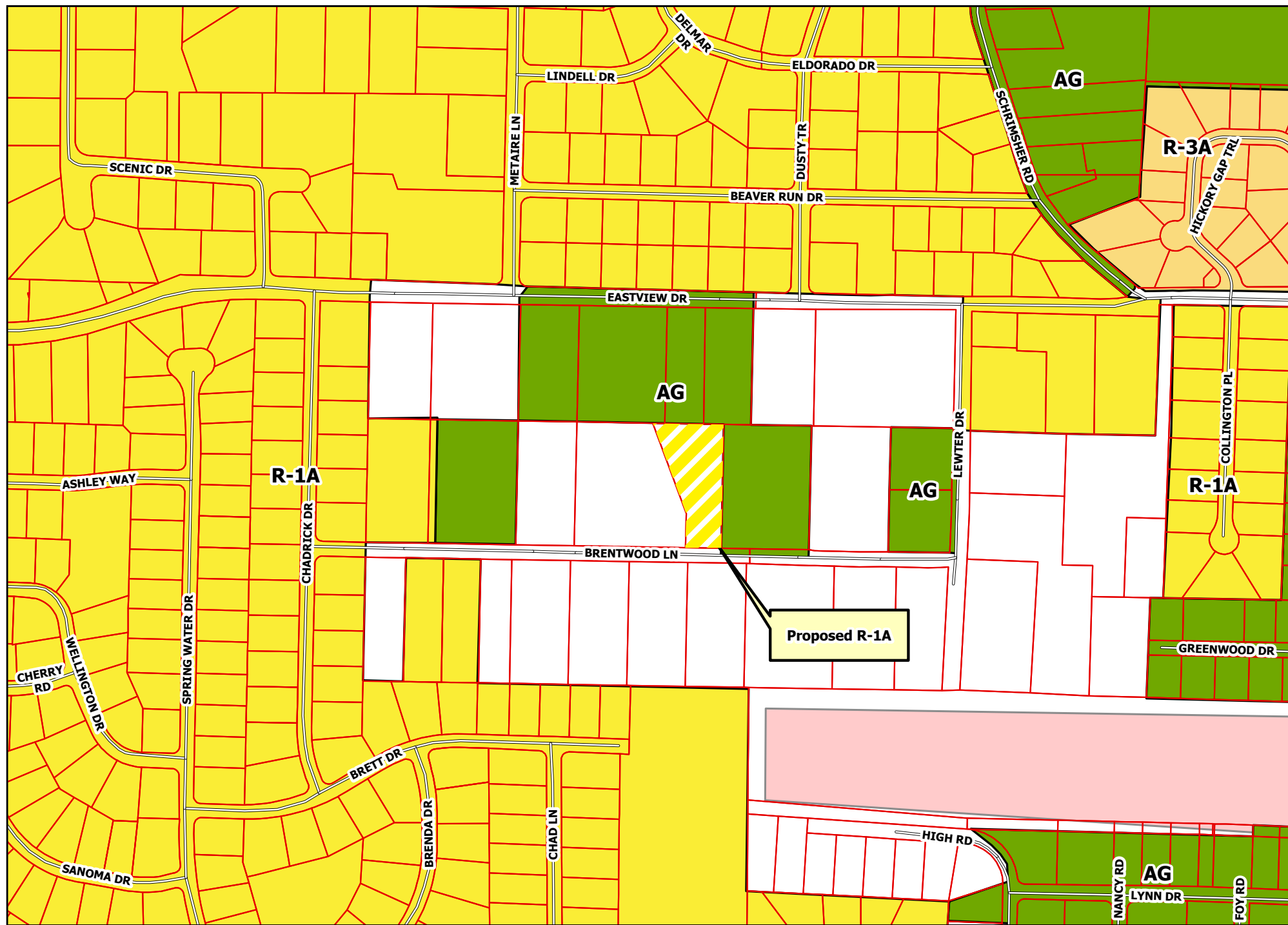
Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

Approved this 8th day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this Resolution, including the attached proposed Ordinance and map, one (1) time in the ***Madison County Record*** on June 17, 2026

Attachment A



167 Brentwood Lane Zoning

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

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

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Laura K. McCormick, the City Council of the City of Madison, Alabama, will hold a public hearing on the 13th day of July, 2026, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

167 Brentwood Lane

LOT A2, BLOCK 1, EASTVIEW MANOR SUBDIVISION PHASE 2, ACCORDING TO THE MAP OR PLAT THEREOF AS THE SAME APPEARS OF RECORD IN PLAT BOOK. 2023, PAGE 386, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 17th day of June 2026.

DATED at Madison, Alabama, this 24th day of June 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

PROPOSED ORDINANCE NO. 2026-203

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

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

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by Sections 11-52-77 and 11-52-78, of the *Code of Alabama* (1975), the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R-1A (Low Density Residential District):

167 Brentwood Lane

LOT A2, BLOCK 1, EASTVIEW MANOR SUBDIVISION PHASE 2,
ACCORDING TO THE MAP OR PLAT THEREOF AS THE SAME
APPEARS OF RECORD IN PLAT BOOK. 2023, PAGE 386, IN THE
OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY,
ALABAMA.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be R-1A (Low Density Residential District).

SECTION 3. That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, 13th day of July, 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2026-204

**ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN
PROPERTIES OR TERRITORIES INTO THE CITY OF MADISON,
ALABAMA, PURSUANT TO ALA. CODE §§ 11-42-20 THROUGH -24,
INCLUSIVE, AS AMENDED.**

WHEREAS, on May 11, 2026, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

167 Brentwood Lane

LOT A2, BLOCK 1, EASTVIEW MANOR SUBDIVISION PHASE 2, ACCORDING TO THE MAP OR PLAT THEREOF AS THE SAME APPEARS OF RECORD IN PLAT BOOK. 2023, PAGE 386, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

WHEREAS, said petition was executed by the owners of said properties or territories, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City of Madison, Alabama; and

WHEREAS, said properties are contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneous herewith, and it does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of *Ala. Code* §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

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

Section 1. That the City Council of the City of Madison, Alabama, the governing body of said municipality, hereby finds and declares that said lands or territories form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to bring the properties or territories described in Section 2 of this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said properties or territories into the City of Madison, Alabama.

Section 2. That the boundary lines of the City of Madison, Alabama, be, and the same are hereby, altered, rearranged, and extended so as to include the real properties or territories more particularly described as follows:

167 Brentwood Lane

LOT A2, BLOCK 1, EASTVIEW MANOR SUBDIVISION PHASE 2, ACCORDING TO THE MAP OR PLAT THEREOF AS THE SAME APPEARS OF RECORD IN PLAT BOOK. 2023, PAGE 386, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

Section 3. That the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the properties or territories herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 5** to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective and that the properties or territories described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

- (a) final publication of this ordinance as required by law; and
- (b) application for rezoning being properly made by the lawful owners.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 13th day of July 2026.

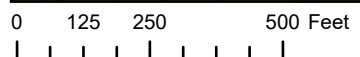
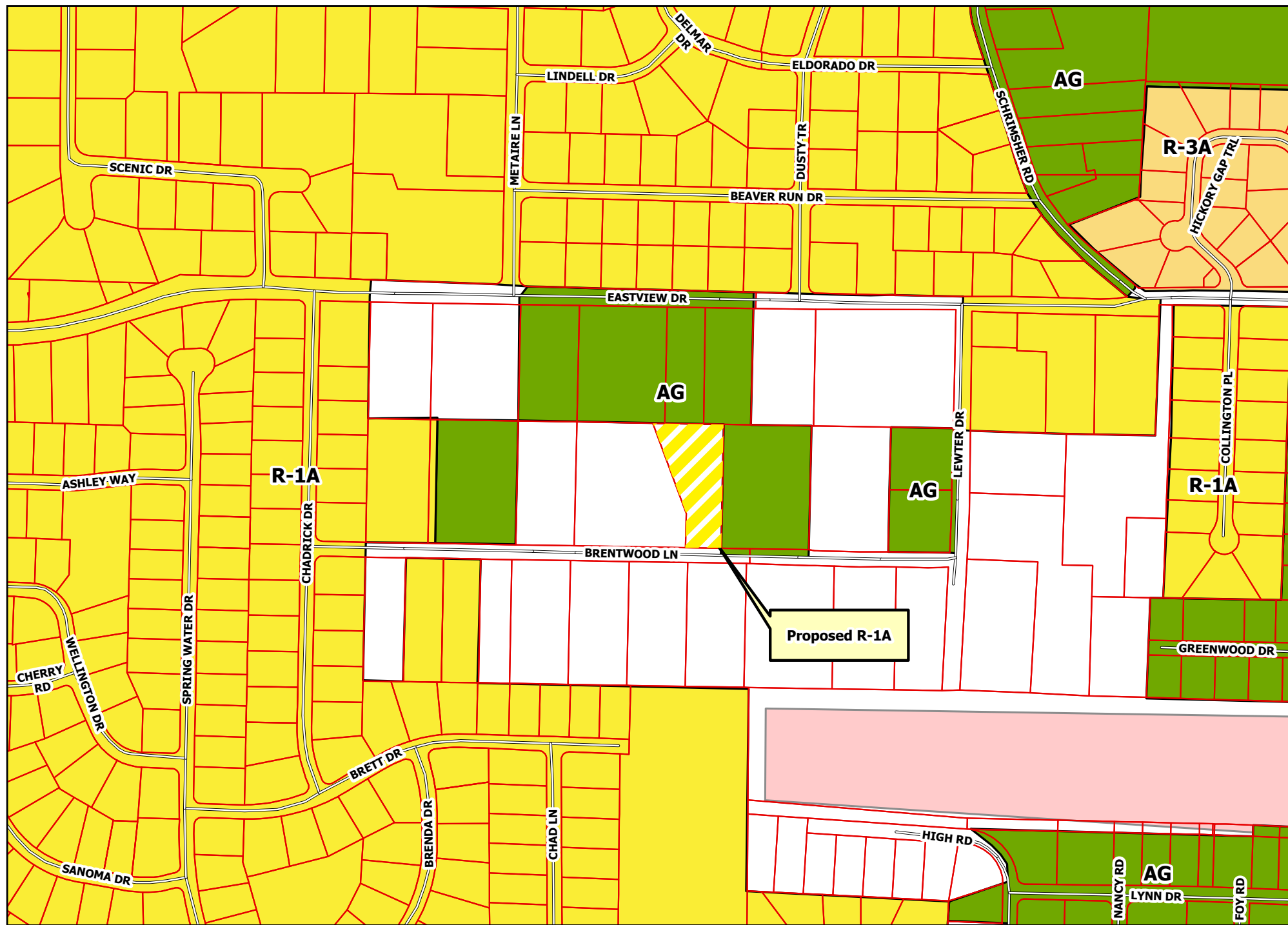
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



167 Brentwood Lane Zoning

RESOLUTION NO. 2026-206-R**A RESOLUTION AUTHORIZING COMMITMENT OF LOCAL MATCH FUNDING FOR
A FEDERAL CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY
IMPROVEMENTS (CRISI) GRANT APPLICATION**

WHEREAS, the City of Madison seeks to improve transportation safety, mobility, and freight efficiency within its jurisdiction; and

WHEREAS, at-grade railroad crossings present safety risks and traffic delays, particularly along Slaughter Road and Shelton Road corridors; and

WHEREAS, the proposed project includes the grade separation of Slaughter Road and modification of the at-grade crossing at Shelton Road, which will enhance public safety, reduce congestion, and improve rail and roadway operations; and

WHEREAS, the proposed project will also result in transportation mobility improvements in historic downtown Madison; and

WHEREAS, the Federal Railroad Administration (FRA) administers the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program, which provides funding for projects that improve rail safety and efficiency; and

WHEREAS, the City of Huntsville intends to serve as the grant sponsor and applicant for CRISI funding for the aforementioned improvements; and

WHEREAS, the CRISI program requires a non-federal funding match, and the City Council recognizes the importance of leveraging federal funds to advance critical infrastructure projects; and

WHEREAS, the City of Madison desires to commit local matching funds in the amount of One Million Dollars (\$1,000,000) to support the proposed project and strengthen the competitiveness of the grant application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby authorizes the commitment of \$1,000,000 in local funds to be used as matching funds for the CRISI grant application for the Slaughter Road grade separation and Shelton Road at-grade crossing closure project; and

BE IT FURTHER RESOLVED that these funds shall be contingent upon the award of CRISI funding by the Federal Railroad Administration and shall be used solely for eligible project costs associated with the proposed improvements, and upon award of the grant, the

City shall include the committed matching funds in its capital improvement program and budget in accordance with applicable laws and regulations; and

BE IT FURTHER RESOLVED that the Mayor, or her designee, is hereby authorized to take all actions necessary to submit the CRISI grant application, execute required certifications, and coordinate with federal, state, and local partners.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of June, 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 8th day of June, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-207-R

A RESOLUTION APPROVING AMENDMENT TO DEVELOPMENT AGREEMENT WITH TENNESSEE VALLEY COMMUNITIES, LLC

WHEREAS, on January 28, 2019, the City Council of the City of Madison, Alabama, adopted Resolution Number 2019-32-R authorizing a development agreement (“Agreement”) with Tennessee Valley Communities, LLC (the “Developer”), for the construction of a residential development, provision of publicly accessible green space, and dedication of public right of way located within the City of Madison; and

WHEREAS, the Developer has completed three of the five phases of the project and seeks economies in combining the grading and infrastructure construction for the last two phases of the project, while keeping housing construction in two separate final phases;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the Amendment to the Development Agreement (“Amendment”) and that the City Clerk-Treasurer is hereby authorized to appropriately attest the Amendment; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or her designee shall be hereby authorized for the entire term of the Agreement and Amendment 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 8th day of June, 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 8th day of June, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

**FIRST AMENDMENT TO DEVELOPMENT
AGREEMENT**

This First Amendment to Development Agreement (this “Amendment”) is made and entered into on and as of this ____ day of June, 2026 (the “Effective Date”), by and between the City of Madison, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (the “City”), and Tennessee Valley Communities, LLC, an Alabama limited liability company. The City and the Developer are herein referred to collectively from time to time as the “Parties” and individually, from time to time, as a “Party.”

WITNESSETH

WHEREAS, the City and Tennessee Valley Communities, LLC, an Alabama limited liability company (“TVC”), entered into that certain Development Agreement dated January 30th, 2019 (the “Agreement”) regarding approximately 71 acres, more or less, lying within the City of Madison, Limestone County, Alabama (the “Development Property”), upon which TVC planned to design, develop, and construct a multi-phase, single-family residential subdivision to be developed and constructed as further set forth in the Agreement (the “Development”); and

WHEREAS, TVC has developed or caused to be developed the first three phases of the Development, which are named 3 Park Preserve Phase 1, 3 Park Preserve Phase 2 and 3 Park Preserve Phase 3; and

WHEREAS, the Parties desire to amend the Agreement to alter number of phases in which the Development will be completed;

NOW, THEREFORE, in consideration of the mutual agreements and conditions set forth herein, including the foregoing recitals (which are incorporated herein by reference) and for other good and valuable consideration, the adequacy, receipt, and sufficiency of which are all hereby acknowledged, the Parties agree as follows:

1. The foregoing Recital clauses are true and correct in all respects and form a material part of this Amendment, the same as if such Recital clauses were set forth in the numbered paragraphs hereof.

2. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement.

3. Section 1.3(a). of the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

- (a) **Development Phases.** The Company shall grade and develop Project infrastructure on the Property in no less than four (4) distinct phases (each a “phase,” together, the “phases”), with housing unit construction occurring in no less than five (5) phases, with no more than one phase to start housing unit construction within a calendar year. The Company will construct the housing units in each phase, along with the Green Space located in each phase, in substantial conformity with the projected phasing schedule provided in Exhibit “B” attached hereto and incorporated herein (the “Phasing Schedule”). The Company shall not develop more Lots in a given year than provided by this Amendment, but the Company may develop fewer Lots in a given year than permitted by this Amendment. The Final Improvement Plans and Specifications will determine the configuration, timing and maximum number of Lots permitted in each phase. In its sole and absolute discretion, the City may approve more Lots than are authorized in the Phasing Schedule. Developer shall not apply for building permits for Lots in the Subdivision that are not within a current or previous phase, and Developer acknowledges that City will not issue building permits for the development of Lots that are not within the then-current phase or previous phases. Company shall cause its successors in interest to Lots within the Development to comply with the Phasing Schedule.

4. **Miscellaneous.** Except as hereby amended, the Agreement shall remain in full force and effect and binding on the Parties in accordance with its terms. If any conflict exists between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Electronic signatures delivered in Portable Document Format (PDF) shall be deemed to be originals thereof for all purposes hereunder. This Amendment is binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

5. **No Modification or Waiver.** Except as otherwise expressly set forth herein, nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Agreement, and all such provisions remain in full force and effect.

6. **Authority.** The Parties each represent and warrant that no further corporate or other action is necessary to execute and deliver this Amendment, and that this Amendment constitutes the legally binding obligation of the City and Developer enforceable in accordance with its terms.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed and delivered on its behalf by its duly authorized officer, on and as of the Effective Date.

THE CITY OF MADISON

By: _____
Ranae Bartlett, Mayor

Attest:

By: _____
Lisa D. Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this __ day of June, 2026.

Notary Public

COMPANY:
Tennessee Valley Communities, LLC
An Alabama Limited Liability Company

By: _____

Title: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this __ day of June, 2026.

Notary Public

DEVELOPMENT AGREEMENT
by and between
THE CITY OF MADISON
and
TENNESSEE VALLEY COMMUNITIES, LLC

Dated: January 30, 2019

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made and entered into on and as of this 30th day of January, 2019 (the “Effective Date”), by and between THE CITY OF MADISON, Alabama, a municipal corporation organized under the laws of the State of Alabama (the “City”), and TENNESSEE VALLEY COMMUNITIES, LLC, an Alabama limited liability company and its respective successors and assigns (both “Developer” and “Builder” and collectively the “Company”), and JOHN PAUL ATKINSON (the “Owner”). The City, the Company, and Owner are herein referred to collectively from time to time as the “parties” and individually, from time to time, as a “party”.

WITNESSETH

WHEREAS, the Company has an agreement to purchase from Owner two tracts of real property, being and lying within the City of Madison, Limestone County, Alabama, the first being located north of Hardiman Road and consisting of approximately 16 acres, more or less (the “North Tract”), and the second being located south of Hardiman Road and consisting of approximately 55 acres, more or less (the “South Tract”), and both the North Tract and South Tract are more particularly described in Exhibit “A” attached hereto (collectively, the “North Tract” and “South Tract” shall be referred to as the “Property” or “Development Site”), upon which the Company plans to design, develop, and construct a multi-phase single-family residential subdivision to be developed and constructed in general conformity with Exhibit “B” attached hereto and to be known as “3 Park Preserve” or “3 Park Preserve Subdivision” (the “Subdivision” or “Development”); and

WHEREAS, the City Council of the City, upon recommendation of the Planning Commission, in accordance with the West Side Master Plan, and after proper and timely notice and public hearing, has approved an ordinance to rezone the Property from the Agricultural (AG) zoning designation to the residential cluster zoning (RC2) designation; and

WHEREAS, the Company plans to construct the Development in multiple phases, to contain no fewer than 100 residential lots, and to dedicate to the City a minimum of twenty percent (20%) of the Subdivision for park land, walking trails, and/or green space; and

WHEREAS, the parties acknowledge that residential subdivision development within the City of Madison, such as the Subdivision described in this Agreement, affects the ability of the City and the Madison City School District to provide adequate capacity and municipal services, and both parties desire to pace the development of the Subdivision in order to allow time for the City and the School District to provide adequate capacity and services; and

WHEREAS, the parties agree that the phasing of the Development and the donation of the Green Space described in this Agreement will promote the health, safety, and welfare of the City and its residents;

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEVELOPMENT OF PROPERTY

Section 1.1 The Development.

(a) The Development shall consist of approximately 64 acres of real property, more or less, said Property being more particularly described in Exhibit "A" attached hereto, which will be subdivided and developed into a residential subdivision for single-family detached homes. The Development is expected to contain no more than 134 residential lots (each a "Lot," collectively, the "Lots").

(b) Company shall use or dedicate a minimum of 20 percent (20%) of the Development Site for park use, walking trails, general green space, or any combination thereof ("Green Space").

1. South Tract. The Company will maintain all Green Space located on the South Tract. When Developer records the first final plat for the Development, Company shall provide a public access easement or conservation easement for the South Tract Green Space in form and content acceptable to the City. In coordination with the City, Company shall develop or improve the walking trails and Green Space within each phase of the Development before the next phase of the Development begins.

2. North Tract. Company shall dedicate the Green Space on the North Tract to the City by general warranty deed, public access easement, or conservation easement in form and content acceptable to the City at the same time as Developer records the first final plat for the Development. City shall accept, use, and maintain any dedicated Green Space on the North Tract as a passive public park and for floodplain management purposes.

(c) Upon City's acceptance of Green Space, as well as Developer's presentation of an appraisal for said Green Space to City, City shall provide to Developer a letter acknowledging the donation pursuant to the requirements of the Internal Revenue Code.

Section 1.2 Plans and Specifications for Development Site. The Company shall cause to be prepared, at its sole cost and expense, plans, bid quantities and specifications for the development and construction of the Development Site (the "Preliminary Plans and Specifications") to be in general accordance with Exhibit "B" attached hereto and incorporated herein. The Company shall submit the Preliminary Plans and Specifications to the Planning Commission for approval, which approval process of fully acceptable construction plans shall be conducted and occur in general accordance with the Planning Commission's standard and typical approval process. If the Preliminary Plans and Specifications are not acceptable to the City, the City shall notify the Company in writing of those matters or items that are not acceptable, and the Company shall revise and modify the same, at its sole cost and expense, until definitive plans and specifications can be agreed upon between the Parties and delivered to the City (the definitive plans and specifications being herein called the "Final Improvement Plans and Specifications").

Section 1.3 Multiple Phases; Development Timeline. The Company hereby covenants and agrees to design, develop, and construct the Development in accordance with the terms and provisions contained in this Agreement and in accordance with the Final Improvement Plans and Specifications.

(a) Development Phases. The Company shall develop the Property in no less than five (5) distinct phases (each a “phase,” together, the “phases”), with no more than one phase to be developed within a calendar year. The Company will develop each phase, along with the Green Space located in each phase, in substantial conformity with the projected phasing schedule provided in Exhibit “B” attached hereto and incorporated herein (the “Phasing Schedule”). The Company shall not develop more Lots in a given year than provided by the Phasing Schedule, but the Company may develop fewer Lots in a given year than permitted by the Phasing Schedule. The Final Improvement Plans and Specifications will determine the configuration, timing, and maximum number of Lots permitted in each phase. In its sole and absolute discretion, the City may approve more Lots than is authorized in the Phasing Schedule. If market demand for a given year is low, and the Company does not develop the number of Lots allowed in the current and approved phases, the Company shall have the option to develop additional Lots in order to match or “catch up” with the number of Lots permitted in the Phasing Schedule. Developer shall not apply for building permits for Lots in the Subdivision that are not within a current or previous phase, and Developer acknowledges that City will not issue building permits for the development of Lots that are not within the then-current phase or previous phases. Company shall cause its successors in interest to Lots within the Development to comply with the Phasing Schedule.

(b) Commencement of Development. Pursuant to the Phasing Schedule, the Company will cause commencement of development of the Lots to begin in 2019 and shall not apply for certificates of occupancy until 2020.

(c) Construction Activities.

(i) All construction activities of the Company regarding any portion or phase of the Development shall be conducted in compliance with all applicable laws, ordinances, rules, and regulations of all governmental authorities, including, without limitation, all applicable licenses, permits, building codes, fire codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster, and environmental protection laws. The Company shall cause any architect, general contractor, subcontractor, or other business performing any work in connection with the construction of the proposed Development to obtain all necessary permits, licenses, and approvals to construct the same. Company acknowledges that the City will not waive any fees, access fees, or related expenses for any permits, licenses or approvals that must be obtained from the City or any other governmental authority in connection with the construction or operation of the proposed Development.

(ii) The Company, and any affiliate thereof involved with the Development, shall maintain its good standing within the City and shall at all times during the term of this Agreement be in compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City and all local government entities

(iii) Company agrees and acknowledges that it shall pay any impact fees that the City may adopt by ordinance, which apply to the construction of the Development and all other similar residential developments, during the course of the construction of the Development.

Section 1.4. Approvals. The City agrees to use reasonable good faith efforts to facilitate the processing of city approvals and variances necessary for the development or construction of the Development, it being understood that nothing in this Section or Agreement is, or shall be deemed to be, an agreement by the City to waive any necessary city approvals required in connection to the Development.

ARTICLE II TERM

The term of this Agreement will begin on the Effective Date, and the Agreement will remain in effect until the date that the City issues the final building permit for the last Lot to be developed in the Subdivision.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the City.

(a) The execution and delivery of this Agreement by the City have been duly authorized by the City Council of the City.

(b) The City has all right, power, and authority to enter into the transactions contemplated by this Agreement and to perform its obligations hereunder.

Section 3.2 Representations and Warranties of Company.

(a) The execution and delivery of this Agreement by Company has been duly authorized by all necessary action on the part of the governing body of the Company and its members and managers, if any.

(b) Company has all necessary power and authority to enter into the transactions contemplated by this Agreement and to perform its obligations hereunder.

ARTICLE IV EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default by the City. (a) Any one or more of the following shall constitute an event of default under this Agreement by the City (herein called a "City Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the City's seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the City as a bankrupt, or any assignment by the City for the

benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or if a petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) Failure by the City to perform or observe its agreements or covenants contained in this Agreement, which failure shall have continued for a period of 30 calendar days after written notice thereof from the Company, unless (A) the Company shall agree in writing to an extension of such period prior to its expiration, or (B) during such 30-day period or any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action, or (C) the City is by reason of a Force Majeure Event, as defined in Section 3.3, at the time prevented from performing or observing the agreement or covenant with respect to which the City is delinquent.

(b) If a City Event of Default exists, the sole and exclusive remedy of the Company shall be mandamus or specific performance. The Company shall not be entitled to any other damages whatsoever, including, without limitation, incidental, consequential, or punitive damages, whether arising at law, in equity or otherwise.

Section 4.2 Events of Default by the Company. (a) Any one or more of the following shall constitute an event of default under this Agreement by the Company (herein called a “Company Event of Default”), whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule, or regulation of any administrative or governmental body:

(i) at any time prior to the completion by the Company of its obligations hereunder, the Company is dissolved or liquidated, or the filing by the Company of a voluntary petition in bankruptcy, or the Company seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of the Company as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by the Company to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of 30 calendar days after written notice thereof from the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such 30-day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action, or (C) the Company is by reason of a Force Majeure Event, as defined in Section 3.3, at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent.

(b) In addition to such other rights or remedies available to the City hereunder including, without limitation, those set forth and described in Article III hereof, if a Company Event of Default exists, the City may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of the Company herein contained. Under no circumstances shall the City be entitled to incidental, consequential, or punitive damages.

Section 4.3. Force Majeure Event. Force Majeure Event means and includes causes which could not have been foreseen or are beyond the reasonable control of a party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, and which are not the result of such party's fault, negligence, or deliberate act. Such causes include but are not restricted to, acts of the public enemy, acts of any government in either its sovereign or proprietary capacity (other than acts taken by the City in accordance with this Agreement), fires, floods, hurricanes, epidemics, quarantine restrictions, freight embargoes, or unusually severe weather (not including normal seasonal inclement weather).

ARTICLE V MISCELLANEOUS

Section 5.1 Party Approvals. Any approvals to be delivered by any party hereto shall be by a designated and authorized individual or officer for such purpose.

Section 5.2 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the transactions described herein, and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the party against whom enforcement of any change, modification, or discharge is sought.

Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

Section 5.4 Binding Effect; Governing Law. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and assigns. This

Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama.

Section 5.5 Notices. (a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

If to City: The City of Madison
Attn: Director of Development Services
100 Hughes Road
Madison, Alabama 35758

With a Copy to: The City of Madison
Attn: Megan Zingarelli, City Attorney
100 Hughes Road
Madison Municipal Complex
Madison, Alabama 35758

If to Company: Tennessee Valley Communities, LLC
Attn: Jeff Enfinger
8624 South Memorial Parkway
Huntsville, Alabama 35802

With Copy To: Wilmer & Lee, P.A.
Attn: Katie Beasley
100 Washington Street
Huntsville, Alabama 35801

If to Owner: Mr. John Paul Atkinson
2915 Old Hwy 20
Madison, AL 35756

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Any party may change the address for the sending of notifications by providing written notice to the other Party in accordance herewith.

Section 5.6 Liabilities of the City. The Parties agree and acknowledge that the obligations of the City as set forth herein are limited by the limitations imposed on public bodies,

municipalities, and public corporations by the Constitution of the State of Alabama and laws affecting the use and maintenance of public property.

Section 5.7 No Waiver. No consent or waiver, express or implied, by any party hereto or to any breach or default by any other party in the performance by such other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall be construed to waive or limit the need for such consent in any other or subsequent instance.

Section 5.8. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be declared invalid or unenforceable and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

Section 5.9 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among the City and the Company and their respective permitted successors and assigns.

Section 5.10 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 5.11 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest or obligations hereunder, is intended for the benefit of any other person or third-party.

Section 5.12 Ambiguity. The terms, conditions and provisions of this Agreement were agreed to in arm's length negotiations in which each Party was represented by independent counsel of its own choosing. Accordingly, in the event of any ambiguity in this Agreement, such ambiguity shall not be resolved against any Party deemed the principal draftsman of this Agreement or the provision of this Agreement at issue.

Section 5.13 Assignment. Neither party may assign any of its rights or obligations as under this Agreement without the prior written consent of the other party, and such consent may not be unreasonably withheld.

Section 5.14 Amendment. Except as expressly provided in this Agreement, this Agreement may be modified or amended only by a written instrument, executed by each of the parties to this Agreement.

Section 5.15 Entire Agreement. This written Agreement and the Exhibits hereto, contain all the representations and the entire agreement among the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits hereto. Neither the conduct nor actions of the parties, nor the course of dealing or other custom or practice between or among the parties or any of them, shall constitute a waiver or modification of any term or provision of this Agreement. This Agreement may be modified or amended only in the manner specified in this Agreement.

Section 5.16 Contingencies. This Development Agreement is contingent upon (1) the successful closing of the purchase of the Property by Company, (2) Planning Commission approval the final plat for re-subdividing the Property necessary to accommodate the development contemplated herein, (3) Approval and publication of Ordinance No. 2018-352 authorizing re-zoning of the Property, and (4) City Council approval of this Agreement.

Section 5.17 Recitals. All recitals in the preamble to this Agreement are incorporated into this Agreement as if fully set out herein.

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STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jeff Enfinger, whose name as Member of Tennessee Valley Communities, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the 25 day of January
2019.

Ludmila Portnoy
Notary Public



OWNER:

By: John Paul Atkinson
John Paul Atkinson

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John Paul Atkinson whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 25 day of January
2019.

Ludmila Portnoy
Notary Public



EXHIBIT "A"
(Legal Description of 3 Park Preserve Property)

NORTH TRACT:

A PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13. THEN SOUTH 89 DEGREES 11 MINUTES 48 SECONDS EAST, 725.20 FEET TO A POINT. THEN NORTH 00 DEGREE 09 MINUTES 22 SECONDS EAST, 1472.07 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF HARDIMAN ROAD, THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING AND LEAVING SAID MARGIN NORTH 00 DEGREES 09 MINUTES 22 SECONDS EAST A DISTANCE OF 1183.24 FEET TO A POINT;

THEN SOUTH 89 DEGREES 42 MINUTES 48 SECONDS EAST A DISTANCE OF 962.13 2 FEET TO A POINT ON THE NORTHWESTERN MARGIN OF THE RIGHT OF WAY OF HARDIMAN ROAD.

THEN ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 3355.12 FEET AND A DELTA ANGLE OF 05 DEGREES 28 MINUTES 04 SECONDS A DISTANCE OF 320.18 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 28 DEGREES 45 MINUTES 43 SECONDS WEST, 320.06 FEET) TO A POINT.

THEN CONTINUE ALONG SAID MARGIN SOUTH 31 DEGREES 29 MINUTES 4 SECONDS WEST A DISTANCE OF 604.21 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 1249.69 FEET AND A DELTA ANGLE OF 15 DEGREES 48 MINUTES 58 SECONDS, A DISTANCE OF 344.96 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 24 MINUTES 14 SECONDS WEST, 343.87 FEET) TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 356.07 FEET AND A AND A DELTA ANGLE OF 33 DEGREES 45 MINUTES 16 SECONDS, A DISTANCE OF 209.77 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 61 DEGREES 42 MINUTES 35 SECONDS WEST, 206.75 FEET) TO A POINT.

THEN CONTINUE ALONG SAID MARGIN SOUTH 78 DEGREES 36 MINUTES 35 SECONDS WEST A DISTANCE OF 97.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.39 ACRES MORE OR LESS.

SOUTH TRACT:

A PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13. THEN SOUTH 89 DEGREES 11 MINUTES 48 SECONDS EAST, 725.20 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING NORTH 00 DEGREES 09 MINUTES 18 SECONDS EAST A DISTANCE OF 695.50 FEET TO A POINT;

THEN SOUTH 85 DEGREES 12 MINUTES 55 SECONDS EAST A DISTANCE OF 351.04 FEET TO A POINT;

THEN NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST A DISTANCE OF 910.53 FEET TO A POINT ON THE SOUTHEASTERN MARGIN OF THE RIGHT OF WAY OF HARDIMAN ROAD.

THEN ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 1309.69 FEET AND A DELTA ANGLE OF 13 DEGREES 48 MINUTES 03 SECONDS, A DISTANCE OF 315.47 FEET (A CHORD BEARING AND DISTANCE OF NORTH 38 DEGREES 23 MINUTES 47 SECONDS EAST , 314.70 FEET) TO A POINT.

THEN CONTINUE ALONG SAID MARGIN NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 604.21 FEET TO A POINT;

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 3415.12 FEET AND A DELTA ANGLE OF 05 DEGREES 57 MINUTES 08 SECONDS, A DISTANCE OF 354.78 FEET (A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 31 MINUTES 11 SECONDS EAST , 354.62 FEET) TO A POINT.

THEN LEAVING SAID MARGIN SOUTH 89 DEGREES 42 MINUTES 48 SECONDS EAST A DISTANCE OF 283.25 FEET TO A POINT;

THEN SOUTH 00 DEGREES 09 MINUTES 46 SECONDS WEST A DISTANCE OF 2668.67 FEET TO A POINT;

THEN NORTH 89 DEGREES 07 MINUTES 48 SECONDS WEST A DISTANCE OF 1311.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 55.21 ACRES MORE OR LESS.

PHASE 1
1-10
2023

PHASE 2
11-20
2023

PHASE 3
21-30
2023

PHASE 4
31-40
2023

PHASE 5
41-48
2023

SMITH ENGINEERING CO., INC.
NEW RESIDENTIAL DEVELOPMENT OF 48 LOTS
3 PARK PRESERVE, PARK CHAIRMAN

PRELIMINARY LAYOUT 04
FOR
3 PARK PRESERVE
MADISON, ALABAMA

Lot	Area	Notes
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Scale: 1" = 20'

North Arrow

RESOLUTION NO. 2026-213-R**A RESOLUTION TO AWARD BID NO. 2026-007-ITB
FOR THE PURCHASE OF PISTOLS FOR THE MADISON POLICE
DEPARTMENT**

WHEREAS, the City of Madison's Bidding Coordinator, by proper notice, solicited bids for Project No. 2026-007-ITB in accordance with Alabama's Competitive Bid Law, Title 41 of the *Code of Alabama*, for the purchase and trade-in of pistols for the Madison Police Department; 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 June 3, 2026, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, the appropriate City staff have considered and evaluated the bids and, after full consideration of each, have recommended that Council award the bid to **GT Distributors, Inc.**, for the purchase of various 9mm firearms as identified in the Bid Submittal; and

WHEREAS, the City Council finds that **GT Distributors, Inc.** offered bids on the pistols, which meets the technical minimums set by the Invitation to Bid; and

WHEREAS, the City Council finds that it is in the best interest of the City to award the bid for Project No. 2026-007-ITB to **GT Distributors, Inc.**, for the purchase of 9mm pistols, with trade-in value for current pistols at the amounts set forth in the attached Bid Tabulation, such award to be made according to the terms and conditions set forth in the Invitation to Bid and the Bid Submittal attached hereto and incorporated herein by reference; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that Project No. 2026-007-ITB is hereby awarded to **GT Distributors, Inc.**, subject to the terms and conditions of the Invitation to Bid and that the Mayor and City Clerk-Treasurer are hereby authorized to execute and appropriately attest any and all documentation required to effectuate such award; and

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

READ, PASSED, AND ADOPTED this 8th day of June 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



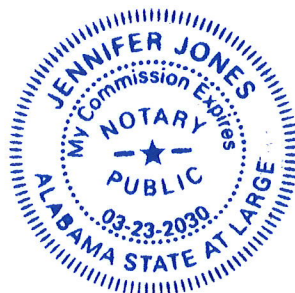
2026-007-ITB / Madison Police Department Pistol Purchase
Issued May 13, 2026

BID TABULATION

BIDDER NAME	GT Distributors, Inc.	Sportsman Headquarters dba Walter Craig	EDS Public Safety
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Non-Responsive – Bid arrived via FedEx on June 3 at 10:07 a.m., after bid submission deadline.
E-VERIFY ENROLLMENT	Y	Y	
FEDERAL FIREARMS LICENSE	Y	Y	
TOTAL BASE BID (101- GLOCK 45 GEN6 9MM)	\$96,135.84	\$97,221.59	
TOTAL TRADE-IN VALUE (96 – GLOCK 17 GEN5 9MM)	\$24,960.00	\$28,152.00	
TOTAL TRADE-IN VALUE (90- GLOCK 43X 9MM)	\$22,950.00	\$15,750.00	
BUY-BACK PRICE (EACH) (GLOCK 17 GEN5 9MM)	\$295.00	\$345.00	
BUY-BACK PRICE (EACH) (GLOCK 43X 9MM)	\$290.00	\$220.00	

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



Sworn to and subscribed before me this 3rd day of June, 2026.

Notary Public

City of Madison, Alabama
Bid Number: 2026-007-ITB
Bid Title: Madison Police Department Pistol Purchase
Issued: May 13, 2026



BIDDER PRICING SHEET

BIDDER NAME: G T DISTRIBUTORS, INC.

ADDRESS: 1124 NEW MEISTER LN. STE. 100

CITY/STATE/ZIP: PFLUGERVILLE, TEXAS 78660

SECTION A: PISTOLS TO BE PURCHASED

Description	Estimated Quantity	Unit Price	Total Price
Glock 45 Gen6 9mm firearm with all required features as specified in Section D. 4. of this ITB.	101	\$ 951.84	\$ 96,135.84

**Glock models with the COA optic package include metal sights, not polymer, and do not come with MOS plates to accomodate other optics. (as marked with ** on the attached specification pages)

SECTION B: PISTOLS TO BE TRADED

Item #	Description	Estimated Quantity	Unit Price	Total Price
1.	Glock 17 Gen5 9mm firearm with no MOS and with night-sights	96	\$ 260.00	\$ 24,960.00
2.	Glock 43X 9mm firearm with no MOS and with night-sights	90	\$ 255.00	\$ 22,950.00
TOTAL TRADE IN VALUE				\$47,910.00

SECTION C: PISTOLS TO BE OFFERED FOR OFFICER BUY-BACK

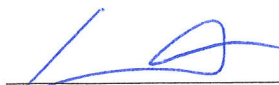
Item #	Description	Estimated Quantity	Buy-Back Price (Each)
1.	Glock 17 Gen5 9mm firearm with no MOS and with night-sights	96	\$ 295.00
2.	Glock 43X 9mm firearm with no MOS and with night-sights	90	\$ 290.00

I, DAVID CURTIS, as BIDS 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.

05/29/2026

Date


Signature of Authorized Representative

RESOLUTION NO. 2026-219-R**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WELLSTONE, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Wellstone, Inc., for professional mental health services for first responders, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of June 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and **Wellstone, Inc.** located at **4040 Memorial Parkway SW, Huntsville, Alabama 35802**, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional services for mental health services for First Responders; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Mental wellness services including annual assessments, counseling, and crisis services to be administered according to Consultant's Scope of Services ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and

adequacy of the services performed hereunder.

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

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The rate for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed one hundred twenty dollars (\$120.00) per appointment for wellness checks for certified firefighters, sworn police officers, and dispatchers, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. In the event that Consultant determines that additional services are necessary, Consultant shall notify the H.R. Director with reasonable promptness and explain the facts and circumstances giving rise to the need, as well as the cost for additional services or appointments. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of the H.R. Director.

SECTION 3: INDEMNIFICATION & INSURANCE

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

providing services pursuant to the instant Agreement.

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

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

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

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire one year from the effective date of this Agreement, unless further extended or renewed by mutual written agreement.

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director
HR Department
100 Hughes Road
Madison, Alabama 35758*

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

All notices to Consultant shall be addressed to:

*Wellstone, Inc.
Jeremy Blair, CEO
4040 Memorial Parkway SW
Huntsville, Alabama 35802*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this ____ day of _____, 2026.

Notary Public

Wellstone, Inc.
Consultant

By: _____
Jeremy Blair

Its: CEO

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the _____ day of June 2026.

Notary Public

ATTACHMENT A

WellStone Scope of Services for Madison City First Responders

1. Assessments – Yearly Biopsychosocial Assessment to include recommendations for any needed further counseling or other safety considerations. (Before assessment, city employees must sign a release for reporting back to the City of Madison.)
2. Counseling – Trauma focused counseling sessions as authorized by City of Madison. These sessions may be related to mental health or substance abuse concerns. Sessions beyond authorized cap, or other service types, such as psychiatry, will be available at employee expense. Recommendations for treatment or safety will be reported back to the City of Madison.
3. Service Hours - The above services available at the WellStone Madison location Monday – Friday, 8am - 5pm, or via telehealth appointments as currently scheduled: (Saturday + Sunday 8am -12pm, Monday - Wednesday 5pm - 9pm, or Thursday - Friday 4pm - 8pm).
4. Crisis Services - Crisis intervention services which can respond onsite are also available through the Mobile Crisis Team.
5. PTSD Services - The Stellate Ganglion Block Program for the treatment of PTSD is also available to first responders through WellStone at no cost. Referrals to this specialized program will be made as needed by WellStone therapist at assessment.

RESOLUTION NO. 2026-214-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT FOR THE PROVISION OF CREATIVE LITERACY
INSTRUCTION SERVICES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama (the "City Council"), that:

1. The Mayor is authorized and directed to execute on behalf of the City of Madison, Alabama (the "City"), a Professional Services Agreement with Ashley Bailey, doing business as Books N Brushes, LLC, for the provision of professional interactive art and literacy instruction services at the Community Center, located at 1329 Browns Ferry Road (the "Agreement"), said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement;" and

2. The City Clerk-Treasurer is hereby authorized to attest the same.

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of June 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Ashley Bailey, doing business as Books N Brushes, LLC, located at 240 Kirby Lane, Apartment 214, Madison, Alabama, 35757, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City owns and maintains facilities known as the City of Madison Wellness Center, located at 190 Graphics Drive, and the Madison Community Center, located at 1329 Browns Ferry Road; and

WHEREAS, the City desires to obtain the services of a professional creative literacy instructor for interactive art and literacy skills; and

WHEREAS, Contractor is a unique provider of the services.

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 - 1. Contractor shall be responsible for providing professional training and instruction during classes, with scheduling of days and times to be mutually agreed upon by Contractor and City, and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
 - 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class she teaches.
 - 3. Contractor may be allowed to store his or her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor's equipment.
 - 4. Contractor shall have access to necessary equipment and a speaker provided by the City, if necessary.
 - 5. Contractor shall maintain an accurate roll for all classes/training he or she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.

6. The Contractor shall not allow more than fifteen (15) participants in any one class.
 7. The Contractor's classes shall be offered to youths five (5) – twelve (12) years of age.
- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
 - C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
 - D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
 - E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The City shall charge and collect course fees of forty-five dollars (\$45.00) per paying participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor's classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

SECTION THREE: INSURANCE & INDEMNIFICATION

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to

perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
8324 Old Madison Pike
Madison, Alabama 35758

With a copy to:
City of Madison Legal Department
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed to:
Ashley Bailey
Books N Brushes, LLC
240 Kirby Lane, Apartment 214, Madison, Alabama, 35757

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

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

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

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

Ashley Bailey
CONTRACTOR

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ashley Bailey, whose name is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

Given under my hand this the _____ day of June 2026.

Notary Public

RESOLUTION NO. 2026-215-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT FOR THE PROVISION OF "MOMMY & ME" FITNESS
INSTRUCTION SERVICES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama (the "City Council"), that:

1. The Mayor is authorized and directed to execute on behalf of the City of Madison, Alabama (the "City"), a Professional Services Agreement with Michelle Thao, doing business as Momtastic Fitness, LLC, for the provision of professional "Mommy & Me" fitness instruction services at the Community Center, located at 1329 Browns Ferry Road, and Town Madison Wellness Center located at 190 Graphics Drive (the "Agreement"), said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement;" and

2. The City Clerk-Treasurer is hereby authorized to attest the same.

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of June 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Michelle Thao, doing business as Momtastic Fitness LLC, located at 1250 Mount Lebanon Road, Toney, Alabama 35773, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City owns and maintains facilities known as the City of Madison Wellness Center, located at 190 Graphics Drive, and the Madison Community Center, located at 1329 Browns Ferry Road; and

WHEREAS, the City desires to obtain the services of a professional fitness instructor for the provision of parent-and-child fitness (Mommy and Me) classes; and

WHEREAS, Contractor is a unique provider of the services.

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 - 1. Contractor shall be responsible for providing professional training and instruction during classes, with scheduling of days and times to be mutually agreed upon by Contractor and City, and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
 - 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class she teaches.
 - 3. Contractor may be allowed to store his or her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 - 4. Contractor shall have access to necessary equipment and a speaker provided by the City, if necessary.
 - 5. Contractor shall maintain an accurate roll for all classes/training he or she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.

6. The Contractor shall not allow more than fifteen (15) and less than eight (8) participants in any one class.
 7. The Contractor's classes shall be offered to adults eighteen (18) to forty (40) years of age with infants to toddler age.
- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
 - C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
 - D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
 - E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The City shall charge and collect course fees of \$15.00 per class in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor's classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

SECTION THREE: INSURANCE & INDEMNIFICATION

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to

perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
8324 Old Madison Pike
Madison, Alabama 35758

With a copy to:
City of Madison Legal Department
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed to:
Michelle Thao
Momtastic Fitness, LLC
1250 Mount Lebanon Road
Toney, Alabama 35773

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

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

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

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

- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

Lisa D. Thomas, City Clerk-Treasurer

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Given under my hand and official seal this day of June 2026.

Notary Public

