



Agenda

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

6:00 PM
Council Chambers
March 23, 2026

AGENDA NO. 2026-06-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 Lewis Martin of Madison Church of the Nazarene

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2026-05-RG, dated March 9, 2026

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation by Mayor Bartlett designating the month of April 2026 as the Month of the Military Child to a member of (MCEC) Military Child Education Coalition

B. Heritage Elementary School 4th grade Bridge Project - Mrs. Amber Merrill

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. 2026-124-R**: Declaring fitness equipment surplus and approval of disposal
- B. **Resolution No. 2026-125-R**: Authorizing termination of agreement with City of Huntsville for scheduling and dispatch services for MARS
- C. **Resolution No. 2026-130-R**: Approval of quote from ePact for cloud-based recreation program management software for participant medical and emergency information in the amount of \$3,800 for a one-year term (to be paid from Parks and Recreation budget)
- D. **Resolution No. 2026-131-R**: Authorizing the disposal of two trucks from the Public Works Department via online auction on Govdeals
- E. **Resolution No. 2026-134-R**: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065450DH caused by a collision involving a police vehicle which occurred on January 29, 2026 (\$1,083.60 [less \$1,000 deductible] to be deposited into General Operating account)
- F. Acceptance of donations from B. Jones and P. Wilson for Senior Center programming in the amount of \$80 (to be deposited into Senior Center 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. **Proposed Ordinance No. 2026-046**: Rezoning certain property owned by Patricia Allen Gore and Patricia Higginbotham Dare consisting of 1.4 acres located at 261 Hughes Road, south of Old Madison Pike, from R-1B (Low Density Residential) to B2 (Community Business) (First Reading 02/09/2026)
- B. **Resolution No. 2026-086-R**: Approving a request for Restaurant Retail Liquor License from YMC Enterprise, LLC, doing business as Hilton Garden Inn, for its location at 145 Graphics Drive

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No 2026-117-R**: Authorizing a Professional Services Agreement with Nivens & Associates Appraisals, Inc for the appraisal of properties on Project 24-023 Royal Drive Improvements (\$2,000 to be paid from Fund 38)
- B. **Resolution No. 2026-129-R**: Authorizing Change Order No. 1 with Ivaldi Engineering, PLLC, on Project 26-003 | Town Madison and I-565 Ramp Signal survey and design services in an amount not to exceed \$11,595.00 (to be paid from Engineering Department budget)
- C. **Resolution No. 2026-137-R**: Awarding Bid No. 2026-002-ITB for the ADA Mat Replacement project to Whitworth Concrete Works, LLC in the amount of \$115,360.00 (to be paid from the Collector Road - ADA Fund)

FACILITIES AND GROUNDS

- A. **Resolution No. 2026-110-R**: Approving a fee AIA agreement with Brown O'Dell & Partners Architects, PC for Palmer Park Baseball and Softball Building construction in the amount of approximately \$77,000.00 (to be paid from Fund 38)
- B. **Proposed Ordinance No. 2026-126**: Declaring the Wann-Farley House as Surplus (First Reading)

FINANCE

- A. **Proposed Ordinance No. 2026-102**: Amending Section 20-365, Appendix A, of the City of Madison Code of Ordinances related to bulk trash collection fees (First Reading 03/09/2026)

HUMAN RESOURCES

- A. **Resolution No. 2026-118-R**: Approval of Job Description for Economic Development Administrator within the Planning Department

INFORMATION TECHNOLOGY

- A. **Resolution No. 2026-113-R**: Authorizing the Mayor to accept a quotation from Unico Technologies for maintenance support services in the amount of \$5,196.00 (to be paid from Information Technology Department budget)
- B. **Resolution No. 2026-114-R**: Authorizing the Mayor to accept a quotation from Unico Technologies for software maintenance support services in the amount of \$8,715.37 (to be paid from Information Technology Department budget)
- C. **Resolution No. 2026-116-R**: Authorizing the Mayor to accept a quotation from Unico Technologies for maintenance and support services in the amount of \$76,709.56 (to be paid from Information Technology Department budget)

LEGAL

- A. **Proposed Ordinance No. 2026-109**: Amending the Fee Schedule for photocopy charges and various services for the City of Madison (First Reading 03/09/2026)
- B. **Resolution No. 2026-135-R**: Authorizing an agreement with the Alabama Department of Transportation for the cooperative maintenance of public right-of-way (\$25,000 reimbursement from ALDOT)
- C. **Resolution No. 2026-136-R**: Authorizing Change Order No. 1 to Bid No. 2025-006-ITB with Tidewater Landscape Management for mowing services along I-565 in the amount of \$24,910 (to be paid from general fund)

PLANNING

- A. **Proposed Ordinance No. 2026-119**: Vacation of a utility and drainage easement located within Tract 1 of Star Estates Subdivision Phase 1 (First Reading)

- B. **Proposed Ordinance No. 2026-120**: Vacation of a utility and drainage easement located within Lot 4 of McCrary-Crunk Commercial Subdivision and Tract 2 of McCrary Commercial Subdivision Phase 2 (First Reading)

RECREATION

- A. **Proposed Ordinance No. 2026-127**: Amending Chapter 2, Section 2-257 of the Code of Ordinances *City of Madison, Alabama*, related to the Recreation Advisory Board by adding the Madison Lacrosse Club to the membership (First Reading)
- B. **Resolution No. 2026-128-R**: Authorizing a Professional Services Agreement with Lia Brady for the provision of instructional workshops focusing on organizational skills and clutter management (no cost to the City, \$49 per participant)

REVENUE

- A. **Resolution No. 2026-112-R**: Approval of request from All Shook Up Bar and Beverage Catering, LLC, d/b/a All Shook Up Beverage Catering for a Special Event Retail License for Nashville Roadshow event to take place at Homeplace Park on May 9, 2026

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. 2026-05-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
March 09, 2026**

The Madison City Council met in regular session on Monday, March 09, 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 Holly Woodall from Fellowship United Methodist Church provided the invocation followed by the Pledge of Allegiance led by 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, Executive Assistant Myranda Staples, Deputy Revenue Officer Ivon Williams, City Attorney Megan Zingarelli, Assistant City Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Finance Director David Lawing, Director of Parks & Recreation Kory Alfred, Communications Officer Deidra Brisco, Deputy Director of Human Resources Mia Powers, Director of Operations and Communication Amanda Jarrett, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Melissa Chaney, Rachel Sullivan, Ryan Sultan, Amber James, Richard Travers, Curtis Parcus, Justin Green, Ceasar Orstillo, Opie Balch, Amy Balch, Charity Stratton

AMENDMENTS TO AGENDA

City Attorney Megan Zingarelli requested the following items to be removed for the agenda:

Under Engineering, Item B, Resolution No. 2026-111-R: Authorizing an agreement among the city of Huntsville, Huntsville utilities, the city of Madison, Madison utilities,

the Madison County commission, and Athens-Limestone GIS consortium for the payment of funds relating to the us geological survey 3d hydrography program (\$15,000 to be paid from engineering department budget)

Under Fire, Item B, Resolution No. 2026-104-R: Authorizing a memorandum of understanding with the Monrovia volunteer fire department for the provision of fire response services

APPROVAL OF MINUTES

MINUTES NO. 2026-01-WS DATED FEBRUARY 25, 2026

Council Member Bier moved to approve Minutes No. 2026-01-WS. Council Member Lessmann seconded. The roll call vote taken was 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	Abstain
Council Member Kenneth Jackson	Aye

Motion carried.

MINUTES NO. 2026-04-RG DATED FEBRUARY 23, 2026

Council Member Jackson moved to approve Minutes No. 2026-04-RG. Council Member Goodson seconded. The roll call vote taken was recorded as follows:

Council Member Kenneth Jackson	Aye
Council Member Billie Goodson	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.

PRESENTATIONS AND AWARDS

PRESENTATION OF PROCLAMATION BY MAYOR RANAE BARTLETT DESIGNATING MARCH 30, 2026, AS WOMEN-OWNED BUSINESS DAY IN THE CITY OF MADISON TO ASHLEY ENGLS-ROSS, VICE PRESIDENT OF SMALL BUSINESS, HUNTSVILLE-MADISON COUNTY CHAMBER OF COMMERCE

Mayor Bartlett presented the proclamation. Chair of the Women’s Business Council Amber James expressed her appreciation for serving and shared insight into what the Women’s Business Council does.

PRESENTATION OF FRAMED CITY COIN TO FORMER MADISON COUNTY COMMISSIONER MAC MCCUTCHEON IN RECOGNITION OF HIS RECENT RETIREMENT

Mayor Bartlett presented former Chairman Mac McCutcheon the framed city coin in recognition of his recent retirement.

PUBLIC COMMENTS

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

JAY ALLISON (DISTRICT 5)

Mr. Allison appeared before Council and Mayor Bartlett to voice his concerns on the following item:

- Thanked Council for the recent improvements to Palmer Park on behalf of the baseball players and their families
- Shared the few projects he hopes to see completed in the future

JOHN BURK (DISTRICT 5)

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

- Shared utility and drainage easement enforcement concern

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,294,272.02
Special General Operating Accounts	\$1,734.15
ADEM Storm Drainage	\$25,144.70
½ Cent Capital Replacement	\$148,083.50
½ Cent Infrastructure	\$129,135.63
Gasoline Tax & Petroleum Inspection fees	\$20,619.28
Street Repair and Maintenance	\$611.73

Library Building Fund	\$96,118.19
Venue Maintenance	\$512,820.98

Regular and periodic bills to be paid

Motion carried.

Resolution No. 2026-021-R: Approving an annual Appropriation Agreement with Grandparents as Parents for FY 26 in the amount of \$5,000 (to be paid from General Operating Account)

Resolution No. 2026-022-R: Approving an annual Appropriation Agreement with the Food Bank of North Alabama for FY 26 in the amount of \$5,000 (to be paid from General Operating account)

Resolution No. 2025-098-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065307CD on an incident which occurred August 25, 2025, to a Police Vehicle (\$37,815.24 [minus \$1,000 deductible] to be deposited into General Operating account)

Acceptance of a donation from the Madison Visionary Partners in the amount of \$27,000 for expenses incurred in the construction of the Community Center (deposited into General Operating account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Thanked Mill Creek Elementary and Madison Elementary for the invitation to participate in the 'Read across America'
- Thanks to the US Space and Rocker Center which helped sponsor a state scholastic chess championship

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

RESOLUTION NO. 2026-097-R: DESIGNATION OF VOTING DELEGATE FOR ALABAMA LEAGUE OF MUNICIPALITIES ANNUAL CONVENTION TO BE HELD APRIL 28-MAY 1, 2026, IN MONTGOMERY, ALABAMA

Council President Wroblewski recommended Council Member Alice Lessmann District 5 to be the primary voting delegate and Council Member Kenneth Jackson district 7 to be the alternate voting delegate. Council Member Wroblewski moved to approve Resolution No. 2026-097-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

- Shared her favorite Mac McCutcheon story
- Shout out to Mac McCutcheon’s wife Debbie for her support
- Friends of the library are having their first book sale of the year March 28th at 9 a.m.
- Shared that the proceeds from the book sale will go to support the library’s summer reading program

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Thanked Mac McCutcheon for his decades of service
- Montgomery trip was a great opportunity to collaborate with others in the community
- Short-term rentals
- Attended Captain Brasher’s retirement party

RESOLUTION NO. 2026-108-R: AUTHORIZING FUNDING FROM THE COUNCIL SPECIAL PROJECTS FUND FOR INSTALLATION OF A SELF-SERVE KIOSK AT THE WELLNESS CENTER FOR FIRST RESPONDER ACCESS (\$5,295 KIOSK PURCHASE; \$600 ANNUAL FEE TO BE PAID FROM PARKS AND RECREATION BUDGET)

Council Member Bier moved to approve Resolution No. 2026-108-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
Council Member Kenneth Jackson

Aye
Aye

Motion carried.

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Visited the Land Trust of North Alabama's new member reception
- Shared information of the two preserves in the Madison City Limits-Rainbow Mountain and Mill Creek Nature Preserves
- Replacement of District three for the Madison Police Advisory Committee
- Bowled with the Police Foundation
- Shout out to Captain Brasher for his 38 years of service

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

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

- Met with some constituents in conference room-encouraged others to fill out survey on short term rentals
- Preservation of green space and tree canopies
- Palmer Park renovation update
-

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Thanked Former Chairman Mac McCutcheon for his inspiration to serve
- Shared information on past events
- Shared information on upcoming events
- Attended the scholastic chess championship
- Congratulated Chief Thrasher for retirement
- Thanked the Enterprising Women Foundation and Palco Company for the opportunity to join a panel and speak to the Huntsville Center of Technology about workforce pathway and leadership

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- Renovations going on around the city at the local neighborhood parks
- Congratulated the Bob Jones Lady Patriots for advancing to the State Championship

- Thanked Charity for the invitation to the ribbon cutting of the new Jesus Christ of the Latter-Day Saints Church

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Echoed Council Member White's comments about the upgraded parks
- Announced the Madison Arts Alliance start the 'Sounds of Summer' in Oak Place Park in May

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF KATE ROGERS TO THE MADISON BEAUTIFICATION AND TREE BOARD WITH A TERM EXPIRATION OF MARCH 10, 2028

Council Member Jackson appointed Kate Rogers to the Madison Beautification and Tree Board with a term expiration of March 10, 2028.

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. 2026-024: ZONING CERTAIN PROPERTY OWNED BY DENNIS & KAORU BRILL CONSISTING OF LOTS 41, 42, AND 43 IN MORRIS ESTATES SUBDIVISION FOR A TOTAL OF 2.3 ACRES, LOCATED EAST OF DOVE DRIVE AND NORTH OF POWELL ROAD, R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST READING 1/29/2026)

Director of Development Services Mary Beth Broeren informed Council that this is a new request for this location and added that everything is in order for Council action. Council President Wroblewski opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. Council Member Bier moved to approve Resolution No. 2026-024-R. Council Member Goodson seconded. The roll call 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. 2026-099-R: REQUEST FROM COSTCO WHOLESALE CORPORATION, DOING BUSINESS AS COSTCO WHOLESALE, FOR A LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) LICENSE FOR THEIR LOCATION AT 8094 B HIGHWAY 72 WEST, MADISON, AL 35758

Deputy Revenue Officer Ivon Williams informed Council that this is a new request for this location and added that everything is in order for Council action. Council President Wroblewski opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. Council Member Bier moved to approve Resolution No. 2026-099-R. Council Member Lessmann seconded. The roll call 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. 2026-100-R: REQUEST FROM COSTCO WHOLESALE CORPORATION, DOING BUSINESS AS COSTCO WHOLESALE, FOR AN OFF-PREMISES BEER AND WINE LICENSE FOR THEIR LOCATION AT 8094 HIGHWAY 72 WEST, MADISON, AL 35758

Deputy Revenue Officer Ivon Williams informed Council that this is a new request for this location and added that everything is in order for Council action. Council President Wroblewski opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. Council Member Goodson moved to approve Resolution No. 2026-100-R. Council Member Spears seconded. The roll call 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.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2026-091-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC. FOR ENVIRONMENTAL CONSULTING SERVICES FOR FY2026 OUTFALL INSPECTIONS AND ILLICIT DISCHARGE SCREENING (\$17,930.00 TO BE PAID FROM ENGINEERING STORMWATER BUDGET - FUND 11)

Council Member Lessmann moved to approve Resolution No. 2026-091-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. 2026-111-R: AUTHORIZING AN AGREEMENT AMONG THE CITY OF HUNTSVILLE, HUNTSVILLE UTILITIES, THE CITY OF MADISON, MADISON UTILITIES, THE MADISON COUNTY COMMISSION, AND ATHENS-LIMESTONE GIS CONSORTIUM FOR THE PAYMENT OF FUNDS RELATING TO THE US GEOLOGICAL SURVEY 3D HYDROGRAPHY PROGRAM (\$15,000 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Item removed from agenda

FINANCE

PROPOSED ORDINANCE NO. 2026-102: AMENDING SECTION 20-365, APPENDIX A, OF THE CITY OF MADISON CODE OF ORDINANCES RELATED TO BULK TRASH COLLECTION FEES (FIRST READING)

This is a first reading only

FIRE & RESCUE

RESOLUTION NO. 2026-103-R: AUTHORIZING A LISTING AND MARKETING COMMISSION AGREEMENT WITH BRINDLEE MOUNTAIN FIRE APPARATUS, LLC, FOR THE LISTING AND SALE OF A 2002 SAULSBURY FIRE ENGINE WITH A 10% COMMISSION FEE

Council Member Jackson moved to approve Resolution No. 2024-103-R. Council Member White seconded. The vote was taken and recorded as follows:

Council Member Kenneth Jackson	Aye
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 Alice Lessmann	Aye

Motion carried.

RESOLUTION NO. 2026-104-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE MONROVIA VOLUNTEER FIRE DEPARTMENT FOR THE PROVISION OF FIRE RESPONSE SERVICES

Item removed from agenda

LEGAL

PROPOSED ORDINANCE NO. 2026-109: AMENDING THE FEE SCHEDULE FOR PHOTOCOPY CHARGES AND VARIOUS SERVICES FOR THE CITY OF MADISON (FIRST READING)

This is a first reading only

RESOLUTION NO. 2026-101-R: AUTHORIZING AN ANNUAL AGREEMENT WITH THE MADISON COUNTY SHERIFF AND THE MADISON COUNTY COMMISSION FOR THE HOUSING OF CITY INMATES IN THE AMOUNT OF \$60 PER INMATE PER DAY, PLUS \$5 BOOKING FEE PER INMATE (TO BE PAID FROM COURT DEPARTMENT BUDGET)

Council Member Lessmann moved to approve Resolution No. 2026-101-R Council Member White seconded. The vote was taken and recorded as follows:

Council Member Alice Lessmann	Aye
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.

PLANNING

PROPOSED ORDINANCE NO. 2026-025: ASSENTING TO THE ANNEXATION OF PROPERTY CONSISTING OF LOTS 41-43 IN MORRIS ESTATES SUBDIVISION, EAST SIDE OF DOVE DRIVE AND NORTH OF POWELL ROAD, INTO THE CITY OF MADISON (FIRST READING 01/29/2026)

Council Member Goodson moved to approve Proposed Ordinance No. 2026-025. 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.

PROPOSED ORDINANCE NO. 2026-059: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 52 GREEN CREEK ROAD, LOT 149 OF GREENBRIER WOODS PHASE II SUBDIVISION (FIRST READING 02/23/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-059. Council Member Jackson seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-075: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 480 PRODUCTION AVENUE, LOT 1 OF PUTMAN'S INDUSTRIAL PARK, 4TH ADDITION (FIRST READING 02/23/2026)

Council Member White moved to approve Proposed Ordinance No 2026-075. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-093-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-094; ZONING CERTAIN PROPERTY OWNED BY MA AMBE, INC. CONSISTING OF 0.39 ACRES AND LOCATED AT 7609 U.S. HIGHWAY 72 W, SOUTH SIDE OF U.S. HIGHWAY 72 W AND WEST OF NANCE ROAD, B3 (GENERAL BUSINESS) UPON ANNEXATION (FIRST PUBLICATION 3/18/2026, SYNOPSIS 3/25/2026, PUBLIC HEARING 4/13/2026)

Council Member Jackson moved to approve Resolution No. 2026-093-R. Council Member White seconded. The vote was taken and recorded as follows:

- Council Member Kenneth Jackson Aye
- 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 Alice Lessmann Aye

Motion carried.

PROPOSED ORDINANCE NO. 2026-095: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 7609 U.S. HIGHWAY 72 W, SOUTH OF U.S. HIGHWAY 72 W AND WEST OF NANCE ROAD, INTO THE CITY OF MADISON (FIRST READING)

This is first reading only

RESOLUTION NO. 2026-096-R: AUTHORIZING ACCEPTANCE OF A PARCEL OF REAL PROPERTY CONSISTING OF 3.53 ACRES AND LOCATED WITHIN THE FLOODWAY, GENERALLY SOUTH OF SHALEROCK DRIVE AND EAST OF TOWHEE WAY

Council Member White moved to approve Resolution No. 2026-096-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.

POLICE

RESOLUTION NO. 2026-106-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING FOR FIREARM DESTRUCTION SERVICES (NO COST TO CITY)

Council Member Jackson moved to approve Resolution No. 2026-106-R. Council Member White seconded. The vote was taken and recorded as follows:

- Council Member Kenneth Jackson Aye
- 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 Alice Lessmann Aye

Motion carried.

RECREATION

RESOLUTION NO. 2026-107-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CHRIS WELCH FOR PICKLEBALL INSTRUCTION (\$50.00 PER CLASS)

Council Member McKay moved to approve Resolution No. 2026-107-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Erica White	Aye
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. The roll call vote was taken and recorded as follows:

The meeting was adjourned at 6:53 p.m.

Minutes No. 2026-05-RG, dated March 9th, 2026, read, approved and adopted this 23rd day of March 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

Kerri Sulyma
Recording Secretary

PROCLAMATION

MONTH OF THE MILITARY CHILD

WHEREAS, the City of Madison joins the Military Child Education Coalition (MCEC) in celebrating Month of the Military Child; and

WHEREAS, millions of American children have parents serving in our nation’s armed forces, demonstrating remarkable strength and courage in the face of unique challenges; and

WHEREAS, military-connected children serve alongside their parents, adapting to frequent relocations, new schools, and extended separations from loved ones while maintaining their academic progress and personal growth; and

WHEREAS, the support of schools, communities, and organizations is vital to the success and well-being of military children; and

WHEREAS, the Month of the Military Child provides an opportunity to recognize and honor the contributions and sacrifices of military children

NOW, THEREFORE,
I, Ranae Bartlett, Mayor of the City of Madison, do hereby proclaim the month of

APRIL 2026

As

MONTH OF THE MILITARY CHILD

in the City of Madison, Alabama and encourage all citizens to show appreciation for military children through appropriate ceremonies and activities, including wearing purple on April 15, 2026, for purple up day, as a visible way to show support and thank military children for their strength and sacrifices.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 23rd day of March, 2026.

Ranae Bartlett, Mayor

RESOLUTION NO. 2026-124-R

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

WHEREAS, the City of Madison acquired certain property from Intergraph Improved Properties in 2023, via Resolution No. 2023-353-R, more specifically described as the Town Madison Wellness Center, located at 190 Graphics Drive; and

WHEREAS, certain outdated fitness equipment located in the building was included with the property at the time of purchase; and

WHEREAS, the Parks & Recreation Director has determined that the outdated fitness equipment has no municipal use or resale value and should be disposed of; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the appropriate City Department is hereby authorized to dispose of the surplus personal property described above as **outdated fitness equipment**, in accordance with Section 16-107 of the Code of Ordinances of the City of Madison.

READ, APPROVED, and ADOPTED this 23rd day of March 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 March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. _____
(Existing Assets Number)

Section 2

Date: 03/02/2026

Department: Recreation

Item Description: Various Fitness Equipment Once Belonging to Hexagon

Serial/Model #: _____ New: Used:

Location: _____ Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: Nov 2023 Cost or Donated Value: Unknown

Enhancements: _____

The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

[Signature]
Signature: (Department Head or Designee)

03/02/2026
Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

_____ Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept.

Finance Dept.

Revised 6/25/2007

RESOLUTION NO. 2026-125-R

**A RESOLUTION AUTHORIZING TERMINATION OF AGREEMENT
FOR SCHEDULING AND DISPATCH SERVICES FOR MARS
WITH THE CITY OF HUNTSVILLE**

WHEREAS, on September 22, 2025, pursuant to Resolution No. 2025-294-R, the City of Madison entered into an agreement for the provision of scheduling and dispatch services with the City of Huntsville; and

WHEREAS, the Parks & Recreation Department recommends termination of the agreement in order to allow the department to continue to perform the services in-house; and

WHEREAS, the City desires to terminate the agreement in accordance with Section 4 of the Agreement, which provides for a thirty (30) day notice of termination;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the Mayor, or her designee, is hereby authorized to send a termination notice to the City of Huntsville to terminate the agreement.

READ, APPROVED, and ADOPTED this 23rd day of March 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 March 2026.

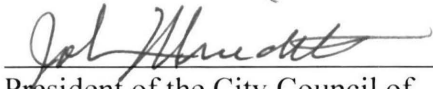
Ranae Bartlett, Mayor
City of Madison, Alabama

ADOPTED 9/25/25

RESOLUTION NO. 25-780

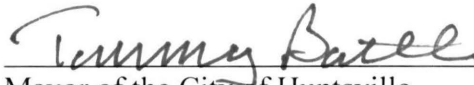
BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville, a municipal corporation in the state of Alabama, and the City of Madison, which said agreement is substantially in words and figures to that certain document attached hereto and identified as "Agreement between the City of Huntsville, and the City of Madison for Dispatching Services of Paratransit Vehicles," consisting of four (4) pages, and the date of September 25, 2025, appearing in the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of the said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025.



President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 25th day of September 2025.



Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA
COUNTY OF MADISON

AGREEMENT

THIS AGREEMENT is effective the 1st day of October 2025, between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation (hereinafter "Huntsville"), and the CITY OF MADISON, ALABAMA, a municipal corporation (hereinafter "Madison").

WITNESSETH:

WHEREAS, it serves the public interest of the City of Madison, Alabama, to provide public transportation services to its handicapped and disabled citizens; and

WHEREAS, scheduling and dispatch services are necessary components of such a public transportation system; and

WHEREAS, Huntsville is capable and willing to provide to Madison such necessary scheduling and dispatch services as defined herein;

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

1. Huntsville shall provide to Madison basic bus scheduling and dispatch services for up to four (4) vehicles operated by Madison for the transportation of Madison citizens who are deemed eligible for such service through an eligibility determination process adopted and administered by Madison. Huntsville shall have no responsibility for eligibility determination, the vehicles, or the routes selected by Madison. This scheduling and dispatch service will occur at a call center that will be made accessible to Madison residents. Call center personnel will assist with trip planning, scheduling, return trip requests, and other questions. Dispatchers will provide a central point of contact for driver questions, problems, and onboard emergencies. They will also dispatch the most appropriate vehicle to provide the transportation service requested. Daily passenger manifests, customer specific instructions, and appointment schedules will be transmitted to Madison vehicles electronically and Madison drivers will have access to driving instructions and way-finding assistance provided through the scheduling software accessed on their on-board tablet.

President of the City Council of the City of
Huntsville, Alabama
Date: September 25, 2025

2. Huntsville will also report to Madison monthly the numbers of trips provided by Madison vehicles as well as additional statistical information reasonably deemed necessary by Madison, including, but not limited to, information regarding miles traveled, passenger service miles, and average trip length.
3. Madison agrees to reimburse Huntsville for the monthly cost of the support and maintenance fees according to the most recent annual contract with Routematch, as amended. The contracted cost of annual support and maintenance for FY 2026 is seven thousand, three hundred and eighty-seven dollars and twenty-eight cents (\$7,387.28), which is one hundred, fifty-three dollars, and ninety cents (\$153.90) per vehicle per month. Additionally, for the scheduling and dispatching services to be provided by Huntsville, Madison agrees to pay the annual amount of twenty-three thousand dollars (\$23,000), which is the monthly sum of one thousand, nine hundred and sixteen dollars and sixty-seven cents (\$1,916.67) for FY 2026. Payments shall be made to the City of Huntsville monthly beginning October 1, 2025.
4. This Agreement shall automatically renew each month after October 1, 2025, unless terminated by either party upon the provision of thirty days (30) days' notice to the other party; up to 1 year. Future years, starting October 1, 2026, shall be re-negotiated by parties based on Huntsville's most recent costs.
5. 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 the employees or other agents of each of the parties shall not be or be deemed to be employees or agents of the other party.
6. Nothing contained herein shall make either party liable for any act or omission committed by any employee or agent of the other party. Further, neither party shall be liable for any death or injury resulting to the other party's employees or agents which occurs during the course of carrying out the terms of this Agreement. In no event shall either party be responsible to the other party for any services or compensation other than the ones defined within this contract.
7. The City of Madison is responsible for outfitting their vehicles with the necessary equipment for automated dispatching through the City of Huntsville's Routematch System to include, but not limited to, automated vehicle location and mobile data terminals. Madison shall use Huntsville's existing installation contractor for the installation of the equipment in order to assure compatibility with Huntsville's systems. Madison shall assure delivery of the necessary equipment to Huntsville's installation contractor. Madison shall be responsible for any damage to the equipment, other than normal wear and tear.

- 8. Neither party to this Agreement shall transfer or assign this Agreement or any of the rights or privileges granted herein.
- 9. This Agreement is subject to the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and year first written above as the duly authorized acts of their respective entities.

City of Madison, Alabama
a municipal corporation

Paul Finley

 Paul Finley, Mayor

Attest: *Lisa Thomas*

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

Given under my hand and official seal this 23rd day of September, 2025.

Myranda Dyan Staples
 Notary Public
 My Commission Expires: 01/30/2028



**CITY OF HUNTSVILLE, ALABAMA,
a municipal Corporation**

By: Tommy Battle
Tommy Battle, Mayor

ATTEST:

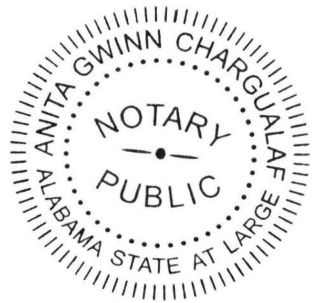
Shaundrika Edwards
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the City of Huntsville, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents, they, as such officers and with full authority, executed same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation.

Given under my hand and official seal this 25th day of September 2025.



Anita Gwinn Chagnalaf
Notary Public
My Commission expires: July 16, 2028



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025

File ID: 2025-902

Department: Public Transit

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter in an Agreement between the City of Huntsville and the City of Madison for Dispatching Services of Paratransit Vehicles.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

RESOLUTION NO. 2026-130-R

**A RESOLUTION AUTHORIZING SOFTWARE LICENSE SUBSCRIPTION
WITH ePACT NETWORK, LTD.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to accept on behalf of the City a software license subscription with ePACT Network, Ltd., for use by the Parks & Recreation Department to manage emergency health information and participant documentation for programs and activities, according to the proposal submitted by ePACT Network, Ltd., said document to be substantially similar in purpose, intent, and composition to the documents attached to this Resolution. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or 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 services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to ePACT Network, Ltd., in the amount(s) and manner authorized by the proposal accepted by passage of this resolution; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk may sign and attest the document pursuant to the City’s electronic signature policy.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of March 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



PROPOSAL

City of Madison, AL



Prepared by:
 Tyler Cairns
 Account Executive
 October 27, 2027

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of ePACT Network Ltd.

ePACT OVERVIEW

ePACT is a cloud-based Emergency Health Automation platform that ensures your staff has access to your critical information, anywhere, anytime, with both online & offline access.

What is ePACT known for?

ePACT is typically known for automating, and digitalizing, the form completion process for medical information, emergency contact information, authorized pick up names, waivers & consents for **Camps** and **Childcare**

However, ePACT is used on a much larger scale, as we work with organizations that have **Special Programs** that overlap with the City, such as **Special Recreation**, Zoos and aquariums. In addition, ePACT is used for the collection of essential information associated with **Senior programs, Youth Councils, Health & Nutritional Counselling, Personal Training, Physical Therapy, Volunteer management** and **Staff**, plus local community organizations such as **soccer, hockey, lacrosse** and **guides**.

Other features heavily used by our customers include:

- Check in and out, with optional health screening
- Attendance tracking
- Communication tools - including email, one-way text messaging and voice dialing
- Exporting of key information to assist with adding resource requests, FOIA requests and budget planning

ePACT take security and the protection of your data very seriously. ePACT meets or exceeds all requirements under the:

- HIPAA Privacy Rule in the USA
- Canada's PIPEDA, PIPA & FOIPPA legislations
- Servers are located in both Canada & the USA for clients of each country

ePACT is set up to have the ability to use Single Sign-On (SSO) or 2 Factor Authentication (2FA) while using SSL Encryption and there security features, such as Session Timesouts to make sure your information isn't available to others.

For additional information on our [Security](#), [Code of Conduct](#), [Privacy Policy](#) & [Terms of Use](#), you can visit our website at <https://www.epactnetwork.com/>

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of ePACT Network Ltd.

BUSINESS CASE

Current Challenges:

Paper Usage & Storage

- Registration is automated, however, the processes after the registration are manual, require paper
- Over time this gets tedious, hard to manage, easy to lose, damage or have stolen without anyone noticing

Access to Information

- Licensed programs require select information and when it is not all in one place or tracked on paper, the access to the information is hard, can be inaccurate, and reporting is very manual.

Administrative Burden

- Collecting and storing paper forms is a tedious process for staff, with challenges determining if information is accurate and up-to-date, or if there are missing records.

Reliability of Information

- A paper-based system for members across multiple locations means records cannot easily be shared between programs, and information risks being often inconsistent.

Family and Participant Experience

- Filling out the same information packets over and over, particularly for parents with multiple children attending programs, causes frustration and complaints over wasted time and paper.

Risk Management

- Identity protection is essential in today's environment. ePACT reduces the risk of information being lost, stolen or accidentally damaged.
- IBM has reported that in 2025, the commonly stolen or compromised data associated with customer PII, was the most costly, at \$178 per record
- The London Stock Exchange Group reported that in 2025, 1 in 50 children fall victim to identity theft each year because it is easier to steal and harder to catch as the length of time to discovery is longer than an adult's information.

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of ePACT Network Ltd.

SERVICE OVERVIEW

Enterprise Package Includes:

- Custom Set-up Electronic Health Record Collection & Management
- Waiver Management (E-signature) and Custom Consents
- Custom Other Operational Questions and Shared Files Collection
- Shared Files with Guardians
- Email, Voice and One-Way Text Messaging
- Automated Messaging for Members
- Advanced Filtering & Reporting
- Ability to Mark Members as Reviewed
- Mobile App with Offline Access
- Check In Check Out Tools including Optional Contactless QR Code
- Optional Daily Screening Questions
- Optional Two Factor Authentication and Single Sign On

Key Customer Details

Registration System	RecTrac
Registration System Integration	API Available
Program Types	Camps & Before & After School Programs
Desired ePACT Go Live Date	To Be Finalized

INTEGRATION OVERVIEW

ePACT & RecTrac

- ePACT is the preferred partner of Vermont Systems
- Partnership began in 2018, ePACT was acquired in 2022 by Club Essential Holdings, who is also the parent company of Vermont Systems
- 2023 we released a Best in Class API
- RecTrac 3.1 syncs with ePACT 4 times per day, automatically triggering invites to be sent out
- RecTrac has an ePACT toggle built in to easily turn on integration
- No additional cost for integration

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of ePACT Network Ltd.

PRICING OVERVIEW

Implementation Pricing	Fee Type	Quantity	Price	Subtotal
Dashboard Creation	One-time	1	\$1,000.00	\$1,000.00
Multilingual – French	One-time	-	\$1,000.00	-
Multilingual – Spanish	One-time	-	\$1,000.00	-
ePACT Package Pricing	Fee Type	Quantity	Price	Subtotal
Enterprise	Annual	400	\$7.00	\$2,800.00
Add-On Functionality Pricing	Fee Type	Quantity	Price	Subtotal
Auto-Archiving (<500 members)	Annual	1	\$500.00	\$500.00
Single Sign-On – Enterprise	Included	1	Included	\$0.00
Discount Pricing	Fee Type	Quantity	Price	Subtotal
RecTrac Bundle Discount – Year 1 only 50% off implementation pricing	One-time	1	(\$500.00)	(\$500.00)

Year 1 Pricing Summary	Totals
Implementation Pricing	\$1,000.00
ePACT Package Pricing	\$2,800.00
Add-On Functionality Pricing	\$500.00
Discount Pricing	(\$500.00)
Year 1 Total	\$3,800.00

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of ePACT Network Ltd.

TIMELINE OVERVIEW

ePACT, like all software installations, has a variety of timelines that can occur based on the size, scope and schedules of the project team involved.

Our process, typically, is a 4 week implementation timeline with key benchmarks to be achieved along the way to ensure a quality kickoff and launch of ePACT for your staff and your customers.

Here is what a typical project timeline would look like when launching ePACT:

- Contract Signed
 - Project kickoff to be booked within a 1 to 3 days
- Day 1 - Project Kickoff Call
 - Introduction to the Customer Success Manager and Implementation Specialist for your ePACT project
 - Review the details of the contract that are associated with the implementation
 - Outline the timeline to your desired Go Live Date
 - Items to be shared with ePACT prior to the call (ideally)
 - Current forms to be built into ePACT
 - High Resolution logo (the website logo will suffice)
 - Action item of note – 1st form review with the team
- Benchmark #1 – Form Review #1
 - Booked for roughly 1 week from the Kickoff Call
 - ePACT team has completed the initial build of the form(s) for the dashboard(s)
 - The project team reviews the form as it is incorporated into ePACT
 - Action item of note – edits requested on the form(s)
- Benchmark #2 – Form Review #2 (and additional iterations)
 - Booked roughly 3 business days from the first form review
 - Similar process to the 1st review but is typically the fine tuning of the edits and working towards a completed form
- Benchmark #3 – Form Completion/Approval
 - Once the form is completed and approved by your team we can move towards going live with ePACT
- Benchmark #4 – API testing (or Manual Upload testing)
 - Within 1 to 3 business days of the form being completed, booking a session with the person responsible for maintaining the API and testing it with the ePACT project team
 - API or Manual upload will populate your dashboard(s) and you will be able to make sure items such as naming convention of groups are making sense and that all the programs are accounted for and that invites are ready to go out
- Benchmark #5 – Organizational Admin Training
 - Training of your super user staff, they have access to everything in ePACT

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of ePACT Network Ltd.

- Should be completed roughly the week prior to going live
- Benchmark #6 – Group Admin Training
 - Training of your limited user group, they can only see the information associated to their groups.
 - This benchmark is not essential to meeting your go live date of ePACT to your customers, however, it is essential to your customer experience during your programs
 - Should be completed before the week of camps/programs starting, this group tends to be seasonal staff and may not be hired at the time of ePACT launching
- Benchmark #7 – Go Live with ePACT
 - This is your desired go live date

TESTIMONIALS

Parks & Recreation

- San Francisco Recreation & Park Department
 - ePACT has made life easier for our parents and provided us with a multi-functional tool which has allowed us to be more effective recreation service providers. - Anne Marie Donnelly, Recreation Business Manager
- District of West Vancouver
 - Switching to ePACT from paper forms provides convenience for our customers – they only have to fill out the online forms once and can update them as needed... Our leaders have faster access to information when needed. - Lea Howard, Assistant Program Coordinator
- City of Cary
 - We had to call 911 for an emergency situation while part of a summer camp was at an offsite park. I could not imagine having to deal with this situation using paper forms. I always assumed ePACT would come in handy when something happened but now that it has, I am glad that we have ePACT. It worked so well and the EMS really appreciated me having all the necessary information quickly.” - Evan Staley, Program Specialist Camps
- City of Kettering
 - This was a real game-changer. We went from high stress Mondays to barely worrying about it. On our busiest Monday, we have 6 incompletes. This was 110% a slam dunk for us. - Ryan Davis, Superintendent of Administration & Special Projects

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of ePACT Network Ltd.

RESOLUTION NO. 2026-131-R

A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY OF THE PUBLIC WORKS DEPARTMENT TO BE SURPLUS AND AUTHORIZING ITS DISPOSITION VIA ONLINE AUCTION THROUGH GOVDEALS PURSUANT TO SECTION 16-107 OF THE CITY’S CODE OF ORDINANCES

WHEREAS, the Madison City Council previously adopted Resolution No. 2022-193-R declaring certain vehicles formerly used by the Public Works Department to be surplus and authorizing their sale through an online auction via GovDeals; and

WHEREAS, due to extended vehicle procurement delays experienced during the COVID-19 pandemic, the Public Works Department retained two of the vehicles listed in Resolution No. 2022-193-R for continued operational use; and

WHEREAS, the Public Works Department has now determined that the following vehicles are no longer needed for municipal purposes and should be declared surplus and sold:

<u>QUANTITY</u>	<u>DESCRIPTION</u>
One (1)	2008 Ford F350 Crew Cab (PW 172)
One (1)	2005 Ford F350 Dually (PW 267)

WHEREAS, it is the desire of the City Council of the City of Madison to declare said personal property to be surplus property and to direct the sale of said property.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk be and hereby is directed to advertise a date on which said property may be offered for public sale through GovDeals. The property shall be sold as-is, with no warranties of any kind whatsoever. To the extent necessary, the Clerk is further directed and empowered to execute appropriate endorsements of any certificates of title upon receipt of payment of the purchase amount from the purchaser of said property. The Clerk is further authorized to execute any other documentation necessary to affect the transfer of ownership of said property.

READ, APPROVED, AND ADOPTED this 23rd day of March 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 March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-134-R

ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 064540DH FOR DAMAGE TO POLICE VEHICLE

WHEREAS, on January 29, 2026, at 10:21 p.m., which loss upon the best knowledge and belief of insured was caused by an auto collision.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted an insurance payment to the City of Madison in the amount of \$1,083.60, with a deductible of \$1,000.00.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$1,083.60, with a deductible of \$1,000.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$1,083.60. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 23rd day of March 2026

Council President, Maura Wroblewski
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day March 2026

Ranae Bartlett, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281263
POLICY NUMBER
October 1, 2025
EFFECTIVE DATE

\$1,000.00
DEDUCTIBLE
Mike Gardner
AGENT

065450DH
ADJUSTER FILE NUMBER
065450DH
HOME OFFICE CLAIM NO.

To: **Alabama Municipal Insurance Corporation:**

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

YEAR	MAKE	MODEL	VEHICLE ID NO.
2023	Ford	Explorer	1FM5K8AB7PGB12581

DATE OF LOSS CAUSE A loss occurred on the 29th day of January, 2026, about the hour of 10:21 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collision.

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

VALUE (If a total loss)
WHOLE LOSS DEDUCTIBLE AMOUNT The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$1,083.60
The deductible provision applicable to this loss (\$1,000.00)

SALVAGE ()

CLAIMED AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$83.60

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

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

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

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

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

Date: 2-26-26

Ranae Bartlett
SIGNATURE

Witness: _____

Subscribed and sworn to before me this 26 day of February, 2026

Herrie Salyma
NOTARY PUBLIC



PROPOSED ORDINANCE NO. 2026-046

**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 B2
(COMMUNITY BUSINESS DISTRICT).**

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

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as B2 (Community Business District):

261 HUGHES ROAD

ALL THAT PART OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 9, THENCE SOUTH 88 DEGREES 33 MINUTES 00 SECONDS EAST 330.00 FEET TO A POINT AND SOUTH 01 DEGREES 26 MINUTES 00 SECONDS WEST 450.00 FEET TO AN IRON PIN FOUND AT THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 01 DEGREES 54 MINUTES 28 SECONDS WEST 104.76 FEET TO A HEX FOUND; THENCE SOUTH 01 DEGREES 34 MINUTES 26 SECONDS WEST 104.61 FEET TO A HEX HEAD FOUND; THENCE NORTH 88 DEGREES 39 MINUTES 12 SECONDS WEST 150.17 FEET TO A 5/8 CAPPED REBAR FOUND; THENCE SOUTH 02 DEGREES 02 MINUTES 59 SECONDS WEST 58.15 FEET TO A 3/4" IRON ROD FOUND; THENCE 87 DEGREES 59 MINUTES 48 SECONDS WEST 138.82 FEET TO A 1/2" CAPPED REBAR SET; THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 11495.16 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 00 DEGREES 29 MINUTES 50 SECONDS EAST 35.52 FEET TO A 1/2" CAPPED REBAR SET; THENCE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 11423.16 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 00 DEGREES 50 MINUTES 50 SECONDS EAST 141.65 FEET TO A 5/8 CAPPED REBAR SET; THENCE NORTH 02 DEGREES 36 MINUTES 39 SECONDS EAST 58.68 FEET TO A 1/2 " CAPPED REBAR SET; THENCE SOUTH 88 DEGREES 33 MINUTES 26 SECONDS EAST 150.25 FEET TO THE POINT OF BEGINNING, CONTAINING 1.40 ACRES, MORE OR LESS.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be B2 (Community Business District).

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, 23rd day of March, 2026.

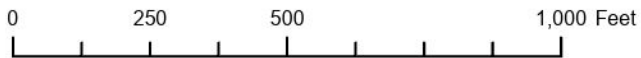
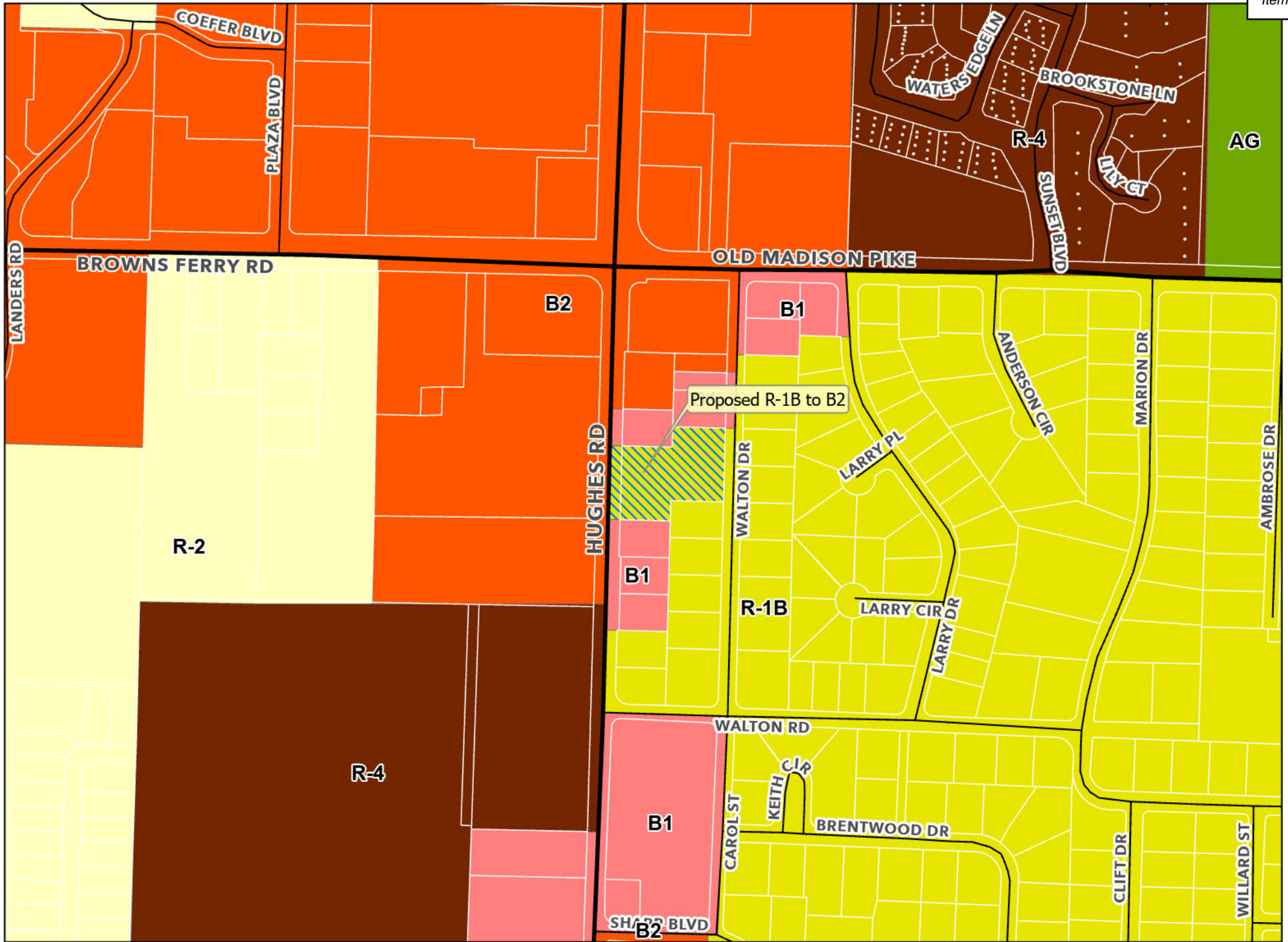
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Proposed Rezoning: R-1B to B2



RESOLUTION NO. 2026-086-R

**APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR YMC ENTERPRISE, LLC,
D/B/A HILTON GARDEN INN**

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 **YMC Enterprise, LLC**, doing business as **Hilton Garden Inn**, which has applied for said license for its location at **145 Graphics Drive, Madison, Alabama 35758**; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Restaurant Retail Liquor License to **YMC Enterprise, LLC**, doing business as **Hilton Garden Inn** for its **145 Graphics Drive, 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 **YMC Enterprise, LLC**, doing business as **Hilton Garden Inn**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of March 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 March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: YMC ENTERPRISE LLC

Business Name: Hilton Garden Inn

Business Location: 145 Graphics Drive, Madison, AL 35758

Mailing Address: 317 E Carson Street Suite 333 Pittsburgh, PA 15219

Phone: _____

APPLICATION FEE:

Date Paid: 1/21/2026 Amount: \$ 100.00 Receipt #: 3632

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 01/26/2026

Background Check: Approved Disapproved

Check Completed By: Becky Renfroe Title Investigations Assistant

Date Completed: 1/27/2026

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 01/26/2026

Inspection: Approved Disapproved

Inspection Completed By: *Douglas* Title *Inspector*

Date Completed: *3-3-26*

FIRE DEPARTMENT APPROVAL:

Letter Sent: 01/26/2026

Inspection: Approved Disapproved

Inspection Completed By: *Kenneth Howard* Title *Inspector*

Date Completed: *3-3-26*

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 1/21/2026

Date Placed: 1/28/2026 Newspaper: Madison

Publication Fee Paid: \$184.00

Date Paid: 1/21/2026 Receipt #: 3632

Date of Public Hearing: 2/9/2026

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

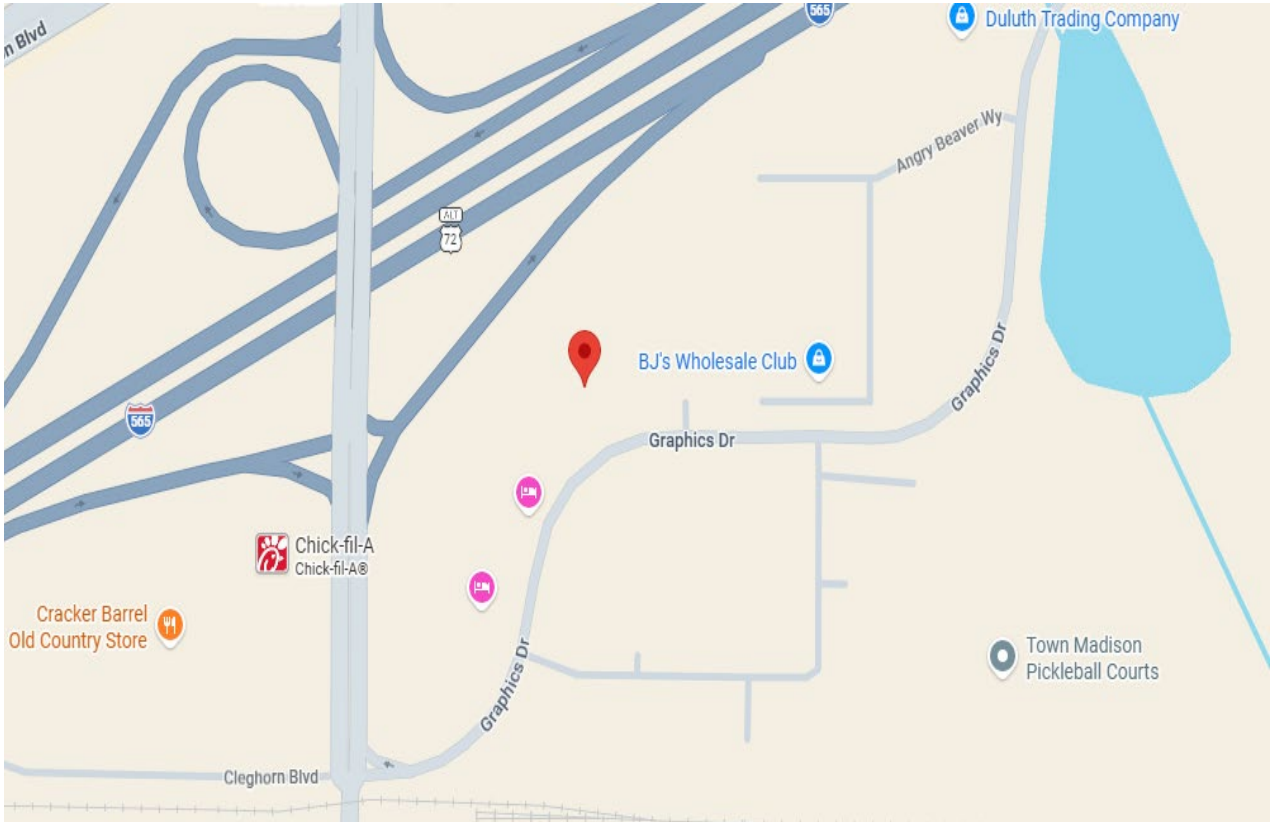
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2026-117-R

**A RESOLUTION AUTHORIZING AN AGREEMENT
WITH NIVENS & ASSOCIATES APPRAISALS, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an agreement with Nivens & Associates Appraisals, Inc., for land appraisals of the Royal Drive Improvement Project, said document 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 relationship established by such acceptance and execution, 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 services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Nivens & Associates Appraisals, Inc., in the amount and manner authorized by the quotation accepted by passage of this Resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this the 23rd day of March 2026.

Maura Wroblewski, 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

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 Nivens & Associates Appraisals, Inc., an Alabama corporation located at 115 Manning Drive, Suite D202, Huntsville, Alabama 35801 (hereinafter referred to as "Consultant").

WITNESS TO:

WHEREAS the City of Madison requires professional services in the appraisal of properties adjacent to the proposed Royal Drive Improvements Project No. 24-023 for the purpose of establishing the fair market value for land acquisitions necessary for improvements to Royal Drive (the "Project"); 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: provide professional appraisal reports for the value of certain properties near Royal Drive in furtherance of Project No. 24-023.
- B. 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.

- C. Consultant shall ensure that its work complies with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. By signing this contract, Consultant represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **two thousand dollars (\$2,000.00)**, payable as services are rendered and invoiced to City. The consultant is solely responsible for submission of 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.

SECTION 3: INDEMNIFICATION & INSURANCE

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 willful malfeasance, bad faith, or gross negligence 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.

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:

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

All notices to Consultant shall be addressed to:

*Darrin Nivens
Nivens & Associates Appraisals, Inc.
115 Manning Drive, Suite D202
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. 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.

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 Ranae Bartlett and Lisa 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 March 2026.

Notary Public

NIVENS & ASSOCIATES APPRAISALS, INC.

115 MANNING DRIVE, SUITE D202 - HUNTSVILLE, ALABAMA 35801
PHONE: (256) 534-5084 EMAIL: DNIVENS@NIVENSAPPRAISAL.COM

March 5, 2026

Ms. E. Michelle Dunson, P.E., CFM
City of Madison, Engineering Department
100 Hughes Road
Madison, Al. 35758

Re: Appraisal Fee Quote for the Royal Drive
Improvement Project #24-023

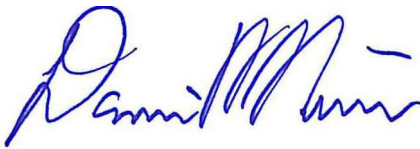
Dear Ms. Dunson:

First of all, thank you for considering Nivens & Associates Appraisals, Inc. to submit a proposal to perform the appraisal of the property involved in the Royal Drive Improvement Project. This letter is to advise you that we will be glad to prepare appraisals regarding the properties listed on the maps and legal descriptions that you provided.

The fee to complete the appraisal report on this property listed in your e-mail pursuit to this project will be **\$2,000**. The appraisal report will be prepared in a narrative format in a single appraisal report and will report separate before and after value for the properties. The appraisal will conform to the Uniform Standards of Professional Appraisal Practice as required by the Appraisal Institute and the State of Alabama Appraiser Board. The report will be completed within approximately 30 days from the date of engagement by the City of Madison.

Again, thank you for this opportunity and if you have any questions, please do not hesitate to contact me.

Sincerely,



Darrin K. Nivens, MAI
Certified General Real
Property Appraiser, G00420

Darrin K. Nivens, MAI



Claude B. Moore, Jr.
Jack P. Fanning, Jr.
Matthew R. Green

RESOLUTION NO. 2026-129-R

**AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES
AGREEMENT WITH IVALDI ENGINEERING, PLLC**

WHEREAS, pursuant to Resolution No. 2025-311-R the City Council of the City of Madison, Alabama, authorized a Professional Services Agreement with Ivaldi Engineering, PLLC (herein "Ivaldi") for professional engineering consulting services for the Town Madison Boulevard and I-565 Intersection Improvements Project (the "Project"); and

WHEREAS, the original agreement was entered for an amount not to exceed Seventy-Nine Thousand Four Hundred Fifty-Seven dollars and Fifty Cents (\$79,457.50); and

WHEREAS, the Engineering Director has requested that the original agreement with Ivaldi be amended to allow the firm to expand the scope of the Agreement to provide supplemental surveying, engineering, and design services; and

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute an Amendment to the Professional Services Agreement with Ivaldi for supplemental surveying, engineering, and design services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment to Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or 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 Ivaldi Engineering, PLLC, in an additional amount not to exceed Eleven Thousand Five Hundred Ninety-Five Dollars (\$11,595.00) in accordance with the terms of the Amended Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of March 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 March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2025-311-R, the City Council of the City of Madison, Alabama, authorized the City’s entry into a Professional Services Agreement (the “Agreement”) with Consultant for professional engineering consulting services for the Town Madison Boulevard and I-565 Intersection Improvements project (the “Project”); and

WHEREAS, the City has requested that the Consultant provide additional services such as topographic surveying, geotechnical engineering services, and design phase services; and

WHEREAS, Consultant expand its survey limits in order to provide design for the addition of a left turn lane from I-565 into the stadium parking, as well as a southeast bound right-turn slip lane and a through lane pursuant to the Agreement Modification for Professional Engineering Services dated March 10, 2026, which is attached herein.

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

A. Amendment to Agreement.

Pursuant to the provisions of this Amendment, City shall provide additional funds to Consultant in the amount of eleven thousand five hundred ninety-five dollars (\$11,595) to cover additional expenses for the requested modifications further described in the attached Exhibit A, Proposed Scope of Services, dated March 10, 2026, which is incorporated into this Amendment.

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

§

§

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 March 2026.

Notary Public

Ivaldi Engineering, PLLC

By: _____
Signature Print name

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ for Ivaldi Engineering, PLLC 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public



March 10, 2026

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

**Re: Agreement Modification for Professional Engineering Services
Town Madison Blvd and I-565 Intersection Improvements**

Ms. Dunson,

Ivaldi Engineering, PLLC ("Engineer") would like to thank you for the opportunity to provide the requested modification to the agreement for professional services on the above referenced project.

We propose to offer the following services:

- 1. Topographic Surveying
- 2. Geotechnical Engineering Services
- 3. Design Phase Services

A more detailed project-specific Scope of Services and our fees are attached and identified as Exhibit "A". Ivaldi Engineering, PLLC ("Engineer") would like to thank you for the opportunity to provide the requested modification to the agreement for professional services on the above referenced project.

Sincerely,

Eric Bonds, P.E.
Ivaldi Engineering, PLLC
COO & Founding Partner

Acknowledgement:

Attachments

- ◆ Exhibit "A" Scope of Services
- ◆ Exhibit "B" Professional Services Agreement

Cc: File

2820 15TH AVE SW | HUNTSVILLE, AL 35805 | 256.248.9634



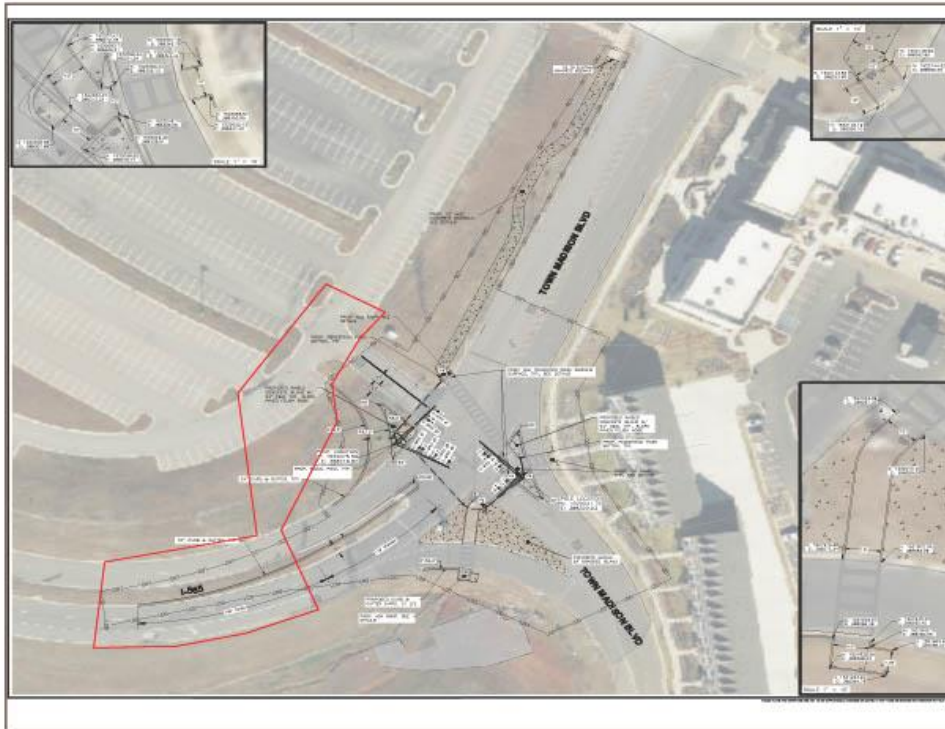
EXHIBIT "A"
Town Madison Blvd and I-565 Int. Imp. CO#1
PROPOSED SCOPE OF SERVICES
MARCH 10, 2026

Ivaldi Engineering, PLLC proposed scope of services is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Time of Performance
- IV. Compensation

I. PROJECT DESCRIPTION

The Client has requested that the addition of a left turn lane from I-565 into the stadium parking as well as a southeast bound right turn slip lane and through lane. The additional scope has required us to expand our survey limits as shown in red below.





SCOPE OF SERVICES

EXHIBIT A

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

TOWN MADISON BLVD AND I-565 INT. IMP. CO#1

II. SCOPE OF SERVICES

1. SURVEYING SERVICES

A. TOPOGRAPHIC SURVEYING

We will provide additional topographic surveying referenced area in the image above. Contours will be depicted at a one (1) foot interval and will be based vertically on the nearest available vertical benchmark. All above ground existing features includes, but is not limited to; curb and gutter, pavement, buildings, power lines, catch basins, drainage structures, paint stripes, ditches, sidewalks, etc. and will be shown.

No additional SUE, GPR, or potholeing is proposed as a part of this scope.

2. GEOTECHNICAL SERVICES

Two additional bores will be performed in the proposed left turn lane area and the right turn slip lane area.

3. DESIGN PHASE SERVICES

We will incorporate the modifications shown in the image above into our design. These include the additional left turn lane entering the stadium as well as the additional southeast bound right turn slip lane and through lane as shown in the image above.

No ALDOT permitting is proposed as a part of this scope.

III. TIME OF PERFORMANCE

Subject to your authorization, we are prepared to begin work immediately and will continue to do so until completion. It is estimated that plans can be ready for submittal to the Authorities Having Jurisdiction (AHJ's) no later than April 20th.

IV. COMPENSATION

FEES		
DESCRIPTION	FEE TYPE	FEE
Surveying Services	Lump Sum	\$3,850
Geotechnical Services	Lump Sum	\$2,350
Design Services	Lump Sum	\$5,395
Change Order # 1	Total	\$11,595
Original Contract	Original Total	\$79,457.50
Modified Contract	New Total	\$91,052.50

- ◆ Industry standard reimbursable expenses have not been included in the fees.
- ◆ Expenses may include, but are not limited to; copies, overnight delivery and postage, and courier charges.

RESOLUTION NO. 2026-137-R**RESOLUTION TO AWARD BID NO. 2026-002-ITB,
ADA MAT REPLACEMENT PROJECT**

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the ADA Mat Replacement project (hereinafter, cumulatively, "Project"); and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about March 18, 2026, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

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

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

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

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

SECTION 2. That award of this Project is hereby made to **Whitworth Concrete Works, LLC**, as the lowest responsible, responsive bidder in the Bid amount of **one hundred fifteen thousand three hundred sixty dollars and zero cents (\$115,360.00)**, such amount being the cumulative total for the base bid, and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

SECTION 3. That upon the finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to

Whitworth Concrete Works, LLC, of the City’s intent to make such award and are also authorized to proceed with review, completion, and submittal of all contractual matters required by the City’s plans and specifications.

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

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

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

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

READ, PASSED AND ADOPTED this 23rd day of March 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 March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

Bidder Pricing Sheet					
2026-002-ITB ADA Mat Replacement Project					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
1	UNCLASSIFIED EXCAVATION	52	CY	\$ 275.00	\$ 14,300.00
2	MOBILIZATION (5% MAX)	1	LS	\$ 5,000.00	\$ 5,000.00
3	CONCRETE APRON, 6" THICK	52	CY	\$ 525.00	\$ 27,300.00
4	DETECTABLE WARNING SURFACE [132 (2' X 5' ADA MATS) & 40 (2' X 4' ADA MATS)]	1640	SF	\$ 41.00	\$ 67,240.00
5	SEEDING	0.4	ACRE	\$ 3,800.00	\$ 1,520.00
				Total Construction Cost	\$ 115,360.00

Bidder Name: ___ Whitworth Concrete Works, LLC. _____

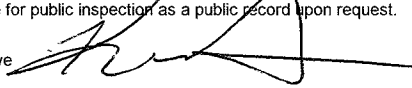
Address: _____ 515 Saint Clair Lane _____

City/State/Zip: _____ Huntsville, AL 35811 _____

I, ___ Kevin Whitworth _____, as ___ Owner _____ 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 that this completed form will be available for public inspection as a public record upon request.

Date March 17th 2026

Signature of Authorized Representative





2026-002-ITB / ADA Mat Replacement Project
Issued March 4, 2026

BID TABULATION

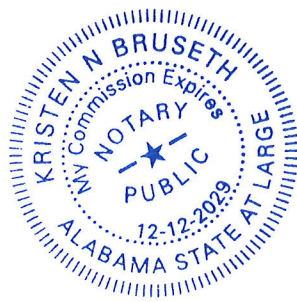
BIDDER NAME	Whitworth Concrete Works, LLC	TNB Construction & Concrete
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y
BID BOND	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y – Sub Only
CERTIFICATE OF INSURANCE	Y	Y
E-VERIFY ENROLLMENT	Y	N
TOTAL BASE BID	\$115,360.00	\$206,514.00

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

Alicia Walden
Alicia Walden
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 18th day of March, 2026.

Kristen N. Bruseth
Notary Public



RESOLUTION NO. 2026-110-R

A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL SERVICES FOR THE CONSTRUCTION OF THE PALMER PARK BASEBALL AND SOFTBALL BUILDING

WHEREAS, the City of Madison desires to secure professional architectural services for design and construction drawings related the construction of a 10,000 square foot pre-engineered building for the use of baseball and softball pitching and batting practice at Palmer Park, located at 547 Palmer Road (the “Palmer Park 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, an American Institute of Architects (AIA) Agreement (“Agreement”) with Brown O’Dell & Partners Architects, PC, for architectural services for the construction of the Palmer Park Building, as provided in the Agreement attached to this Resolution.
2. That compensation under the Agreement shall be an amount not to exceed \$77,000.00 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 23rd day of March 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of March 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 _____ 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)

Brown O'Dell & Partners Architects, PC
415 Church Street Suite D
Huntsville, Alabama 35801
256-489-8050

for the following Project:

(Name, location and detailed description)

Palmer Park Baseball Building

Palmer Park
574 Palmer Road
Madison, Alabama 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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT’S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT’S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER’S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

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.)

See minutes from pre-design meeting.

§ 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 the construction of a 10,000-sf. pre-engineered building for the use of baseball pitching and batting practice.

§ 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.)

Seventy Seven Thousand Dollars (\$77,000.00)

Architectural Design (Drawings)	\$20,000
Mechanical and Electrical	\$13,000
Structural Engineering	\$6,000

Civil Engineering	\$20,000
Landscape Engineering	\$10,000
Construction Administration	\$8,000
Total	\$77,000.00

§ 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 180 days after the effective date of this Agreement.
- .2 Construction commencement date:
TBD
- .3 Substantial Completion date or dates:
TBD
- .4 Other milestone dates:
N/A

§ 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.)

Brown O’Dell & Partners Architects, PC
 415 Church Street Suite D
 Huntsville, Alabama 35801
 256-489-8050

§ 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:
- .2 Mechanical Engineer:
- .3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

N/A

§ 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 one million dollars (\$ 1,000,000.00) 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. 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 to 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 to 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner

§ 4.1.1.2	Multiple preliminary designs	Not Provided
§ 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	Architect
§ 4.1.1.9	Landscape design	Not Provided
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Architect
§ 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
§ 4.1.1.21	Telecommunications/data design	Owner
§ 4.1.1.22	Security evaluation and planning	Owner
§ 4.1.1.23	Commissioning	Architect
§ 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	Architect to provide one bid package
§ 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
§ 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.)

§ 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 exceeding the limits set forth below 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 4.3.6.5 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 twenty-four (24) 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. [NO EXTRA FEE ON TOP OF SECTION 9.6 PAYMENT FOR SERVICES PERFORMED]

PRIOR TO TERMINATION]

- .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*)
\$77,000.00
- .2 Percentage Basis (*Insert percentage value*)
N/A
- .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.*)

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

§ 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.*)

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

§ 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 %)
<hr/>	
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.

Employee or Category	Rate (\$0.00)
Principle Architect/Engineer	\$200.00
Project Architect/Engineer	\$135.00
Interior Designer	\$120.00
Clerical	\$65.00

§ 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 ten percent (10 %) 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.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments [Intentionally deleted]

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This draft was produced at 10:38:44 CST on 12/18/2025 under Subscription No.20250149602 which expires on , is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

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.)

N/A

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:
N/A
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
[X] 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 – Proposal for Architectural Design and complete construction documents including Structural, Mechanical and Electrical design services for a new approximately 10,000 sf. pre-engineered building; for the use of baseball pitching and batting practice
- .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)
Renae Bartlett, Mayor City of Madison Alabama
(Printed name and title)

ARCHITECT (Signature)

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

Attest:

Lisa D. Thomas, City Clerk Treasurer



November 18, 2025

Gerald Smith
Facilities Director
The City of Madison Alabama
100 Hughes Road
Madison, AL 35758

Palmer Park
574 Palmer Road
Madison, Alabama 35758

Re: Proposal for Architectural Design and complete construction documents including Structural, Mechanical and Electrical design services for a new approximately 10,000 sf. pre-engineered building; for the use of baseball pitching and batting practice.

Per our discussions, the fee to complete the above work shall be **\$77,000.**

1. Below is a breakdown of the total fee:

• Architectural Design (Drawings)	\$ 20,000
• Mechanical and Electrical	<u>\$ 13,000</u>
• Structural Engineering	\$ 6,000
• Civil Engineering	\$ 20,000
• Landscape Engineering	\$ 10,000
• Construction Administration	<u>\$ 8,000</u>
Sub Total	\$ 77,000

2. Our fee is to be paid on completion of the construction documents.

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,

James A. Brown Jr.

ORDINANCE NO. 2026-126

AN ORDINANCE DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING RELATED DISPOSITIVE ACTIONS

WHEREAS, pursuant to Resolution No. 2022-118-R, the City of Madison acquired a property commonly known as the Wann-Farley historical home located at 225 Mill Road (“the Property”); and

WHEREAS, the Property has not been used by the City since its acquisition, and the City does not need to retain the Property for public or municipal purposes;

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

SECTION 1. That it is hereby established and declared that the Property, which is described in this Section 1 and Exhibit A attached to this Ordinance, is not needed for public or municipal purposes:

SEC 9 T4S R2W PART OF THE SW 1/4 OF SEC 9 DESC AS COM
AT THE CEN OF THE S BDY OF SD SW 1/4 TH N 02 DEG E 25 FT
TH W 90.04 FT TO THE POB TH FR THE POB N 88 DEG W ALG
THE N MAR OF MILL RD 259.89 FT TH N 02 DEG E 236.59 FT TH
S 87 DEG E 261.85 FT TH S'LY 232.15 FT TO THE POB

SECTION 2. That the Mayor and Facilities Director are authorized to procure the services of a real estate broker, conduct all appraisals, surveys, and other investigations necessary to facilitate the sale of the Property, and to solicit and receive offers for the sale of the Property, with the Council reserving the right to review and approve the final recommended offer for the purchase of the Property.

SECTION 3. This Ordinance shall be effective on the date of its passage and proper publication once in a newspaper of general circulation in the City of Madison following its adoption.

SECTION 4. If any clause, phrase, sentence, paragraph, or provision of this ordinance shall be invalidated by a court of competent jurisdiction, it is the intent of the City Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

READ, PASSED, AND ADOPTED this 23rd day of March, 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

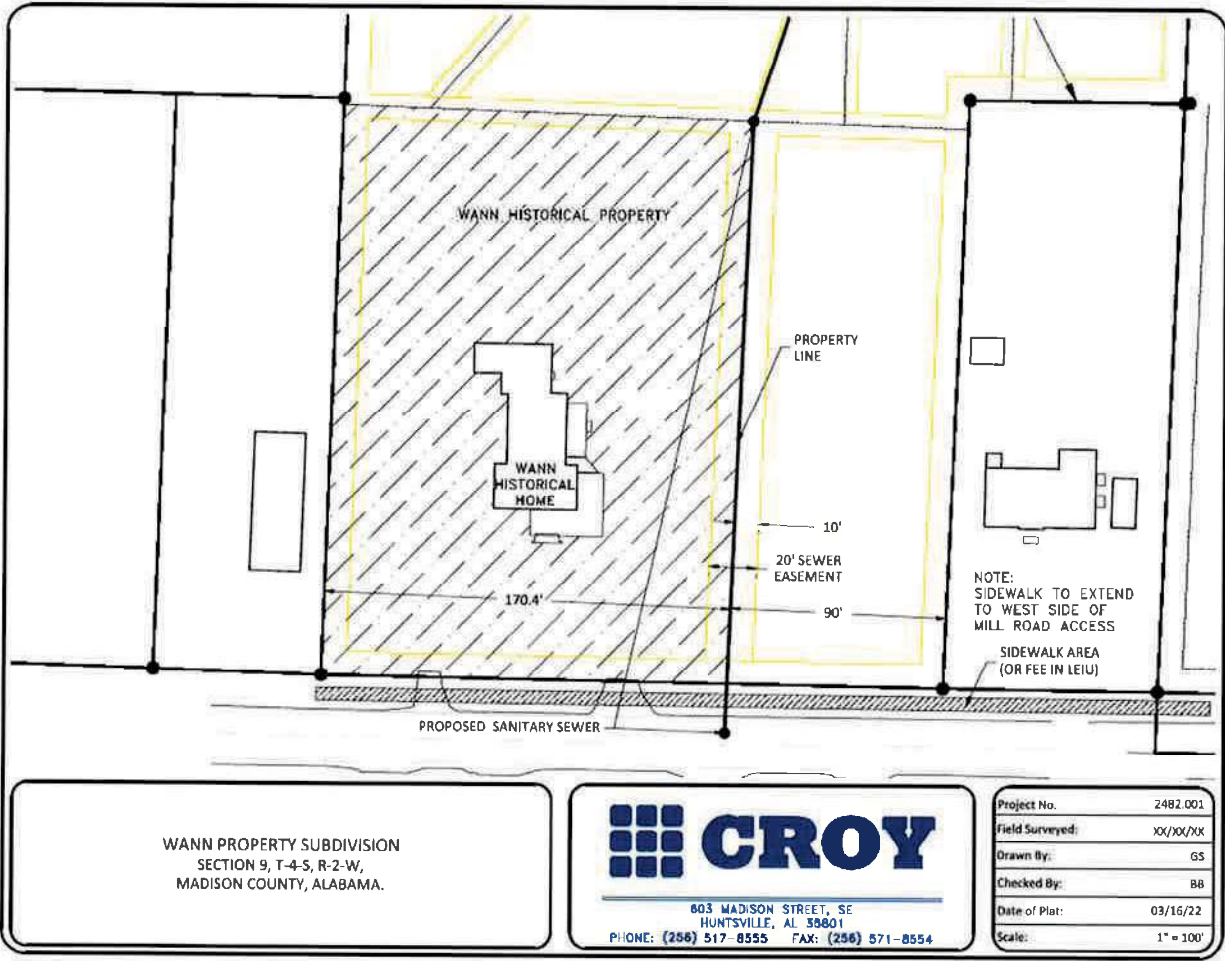
ATTEST:

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

APPROVED this ____ day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

EXHIBIT A-4
WANN HISTORICAL PROPERTY, WANN HISTORICAL HOME AND SIDEWALK AREA
(DEPICTION)



ORDINANCE NO. 2026-102

AN ORDINANCE AMENDING THE RESIDENTIAL MONTHLY BULK TRASH COLLECTION FEE AS REFERENCED IN § 20-365, APPENDIX A, FEE SCHEDULE OF THE CODE OF ORDINANCES, CITY OF MADISON, ALABAMA

WHEREAS, Section 20-365 of the Code of Ordinances of the City of Madison, Alabama, provides for the establishment and assessment of a mandatory monthly bulk trash collection charge for single family residences, and it states that the amount of the charge shall be as established by the Mayor and Council from time to time; and

WHEREAS, the Director of Finance has recommended an increase in said monthly trash collection charges in order to provide for the servicing of current City trash collection agreements;

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

Section 1. The mandatory monthly trash collection fee for each single-family residential unit, as referenced in Section 20-365 of the Code of Ordinances, City of Madison, Alabama, is hereby amended by amendment to Appendix A, "Fee Schedule" as follows:

20-365	Charge	Mandatory monthly bulk trash collection fee for each single-family residential unit referenced in section 20-365.	<u>Fiscal Year 2026:</u> \$17.35 for Limestone County / \$17.08 for Madison County <u>Fiscal Year 2027:</u> \$18.05 for Limestone County / \$17.78 for Madison County
--------	--------	---	--

Section 2. Each and every provision of this ordinance is hereby declared to be an independent provision and the holding of any provision hereof to be void or invalid for any reason shall not affect any other provision hereof.

Section 3. This Ordinance shall become effective upon its 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 ____ day of March 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-118-R

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

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this 23rd day of March 2026, that the following changes be made to the Class Plans, to be effective the beginning of the pay period following adoption of the resolution:

New Position, General Classification Plan:

- Economic Development Administrator – Pay Grade 112

READ, APPROVED, and ADOPTED this ____ day of March 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 March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



City of Madison Job Description

Title: Economic Development Administrator

Department: Planning

FLSA Status: Exempt

Pay Grade: 112

New Position

Position Change

Effective Date 3/23/2026

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

General Position Summary: Incumbent supports the planning, coordination, and implementation of economic development initiatives designed to attract, retain, and expand businesses within the City of Madison, AL. Reporting to the Director of Developmental Services, this position plays a key role in executing strategic development programs, managing relationships with business leaders and regional partners, and advancing projects that promote sustainable economic growth. The role requires a balance of strategic planning, project management, and stakeholder engagement to strengthen the local economy and support job creation.

Essential Functions/Major Responsibilities:

- Implements economic development strategies and programs aligned with the City's long-term economic development goals. Markets the City of Madison to prospective investors for commercial and industrial development opportunities and collaborates with City leadership to develop incentive packages.
- Advises City officials on potential benefits or liabilities related to commercial or industrial buildings, land, or companies considered for annexation.
- Develops and executes industrial and commercial recruitment strategies; manages and coordinates business attraction, retention, and expansion efforts.
- Serves as the primary liaison with developers, site selectors, businesses, chambers of commerce, regional development organizations, and other economic partners for economic development projects.
- Serves as staff liaison to the City of Madison Industrial Development Board, including preparation of agendas and minutes, review of abatement applications, and meeting coordination.
- Conducts market research and economic analyses to identify growth opportunities and emerging industry trends; performs fiscal impact analysis utilizing advanced data and communication tools.
- Supports development negotiations, incentive packages, and project proposals in collaboration with the Director of Developmental Services.
- Assists in managing economic development projects from initial inquiry through project completion.
- Coordinates with planning, zoning, infrastructure, and permitting teams to facilitate and streamline development projects.
- Prepares reports, presentations, and data analyses for City leadership, elected officials, and economic development stakeholders.

- Exercises initiative and creativity in identifying opportunities to increase revenue and expand the City's economic base.
- Identifies state, federal, and regional funding opportunities to assist commercial and industrial business development.
- Responds to business inquiries and tracks prospective commercial, retail, and industrial development opportunities.
- Represents the City at industry meetings, trade events, and regional partnerships, serving as a liaison between the City of Madison and key stakeholders.
- Works collaboratively with stakeholders to market and promote economic development initiatives and activities within the City.

Secondary Functions:

- Prepares and delivers presentations to public and private organizations.
- Represents the Director at public meetings with key economic development prospects and with state and federal officials.

Job Scope:

- Key player in strategic planning for Economic Development plans.

Supervisory Responsibility:

None

Interpersonal Contacts:

- Works closely with Director, Mayor's Office, City Council, Legal Department, Developers, landowners, Builder's Association, Chambers of Commerce, State Officials and local businesses.
- Networks with the Southern Economic Development Council, North Alabama and/or similar organizations for the purpose of marketing the City to prospective investors.

Knowledge, Skills, and Abilities:

- Knowledge of economic development principles, strategies, and best practices related to commercial, retail, and industrial growth.
- Knowledge of municipal government operations, zoning regulations, annexation processes, and land development procedures.
- Knowledge of market research methods, economic analysis techniques, and fiscal impact evaluation.
- Knowledge of state, federal, and regional economic development incentives, funding sources, and grant opportunities.
- Skill in conducting economic and market research to identify development opportunities and emerging industry trends.
- Skill in preparing professional reports, presentations, and data analyses for leadership, elected officials, and community stakeholders.
- Skill in negotiation, collaboration, and relationship management with developers, businesses, and regional economic partners.

Job Title

- Ability to coordinate and manage economic development projects from initial inquiry through completion.
- Ability to analyze economic data and trends to support strategic planning and decision-making.
- Ability to effectively communicate and represent the City with businesses, developers, regional organizations, and other stakeholders.

Education and/or Experience:

- Bachelor’s degree in Economics, Public Administration, Urban Planning, Business Administration, or a related field.
- 5 years of experience in economic development, community development, planning, or related fields.
- Proven experience of businesses recruitment and retention, with a focus on increasing revenue in a strong and steady pace.
- Experience managing complex development projects and working with public-private partnerships.
- Strong analytical, communication, and relationship-building skills.
- Extensive experience working in a high growth area navigating public-private relationships are key.
- Experience working with municipal governments or regional development organizations.
- Knowledge of workforce development programs and regional economic trends.

Job Conditions:

- Job may require nonstandard working hours to meet deadlines and to attend evening meetings and work sessions, and occasional work sessions, and occasional work on weekends.
- Must maintain strong performance records.
- Must maintain driver’s license to drive independently, with strong driving records; and records are periodically checked by the City.
- Must have a strong background record due to accessibility to sensitive and proprietary information.
- Ability to consistently demonstrate a high level of judgement and discretion required for maintaining confidential and proprietary information.

Physical Capabilities:

- Ability to communicate verbally and orally with public.
- Ability to prepare and make public presentations.
- Ability to work on computer for extended periods of time.
- Must be able to travel and drive.
- Stamina to work 12 – 14 hour days, several times per month.

Mayor Approval

Date

Department Head Approval

Date

RESOLUTION NO. 2026-113-R

A RESOLUTION AUTHORIZING A SOFTWARE LICENSE SUBSCRIPTION WITH UNICO TECHNOLOGY, LLC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a software license subscription with UniCo Technology, LLC, for software and support services, according to Quote No. PL-260038 dated March 4, 2026, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

RESOLUTION NO. 2026-114-R

A RESOLUTION AUTHORIZING A SOFTWARE LICENSE SUBSCRIPTION WITH UNICO TECHNOLOGY, LLC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a software license subscription with UniCo Technology, LLC, for software and support services, according to Quote No. PL-250231 dated November 25, 2025, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

RESOLUTION NO. 2026-116-R

A RESOLUTION AUTHORIZING A SOFTWARE LICENSE SUBSCRIPTION WITH UNICO TECHNOLOGY, LLC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a software license subscription with UniCo Technology, LLC, for software and support services, according to Quote No. PL-260012 dated January 23, 2026, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this the 23rd day of March 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. 2026-109

**AN ORDINANCE TO AMEND FEE SCHEDULE FOR PUBLIC RECORDS REQUESTS,
INCLUDING PHOTOCOPY CHARGES AND VARIOUS SERVICES**

WHEREAS, in compliance with Alabama Code §36-12-40, the City of Madison has established a process for individuals to request and lawfully be provided with public records; and

WHEREAS, City resources are expended in processing said records requests while maintaining compliance with applicable Alabama state law; and

WHEREAS, pursuant to Alabama Code §36-12-41 and §36-12-43, the City of Madison has the right to require payment of a reasonable fee for the processing of public records requests; and

WHEREAS, the City of Madison seeks to revise its fee schedule in order to provide for a minimum processing fee and updated rates for various costs incurred in responding to records requests; and

WHEREAS, the City of Madison desires to adopt the amended schedule of fees for copies and services for public records processing services in order to recover a portion of the costs incurred in honoring these requests and complying with Alabama law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the attached revised fee schedule for photocopy charges and various services is hereby adopted, and all previous fee schedules are hereby repealed and replaced; and

BE IT FURTHER ORDAINED that the attached fee schedule shall become effective on the date of its publication in a newspaper of general circulation in the City of Madison following its adoption; and

BE IT FURTHER ORDAINED, that if any clause, phrase, sentence, paragraph, or provision of this ordinance shall be invalidated by a court of competent jurisdiction, it is the intent of the City Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

READ, PASSED, AND ADOPTED this ____ day of March 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison, Alabama

Schedule of Fees for Copies and Services

SERVICE	FEE
General Services	
Notary Public	No Charge
Processing Public Records Request	\$25.00 per hour, min. processing fee of \$25.00
Miscellaneous Photocopies (B&W or Color)	\$0.25
Large Format Copies/Prints (B&W)	
11x17	\$1.00 per sheet
18x24	\$2.00 per sheet
24x36	\$3.00 per sheet
36x48	\$5.00 per sheet
Large Format Copies/Prints (Color)	
11x17	\$2.00 per sheet
18x24	\$8.00 per sheet
24x36	\$20.00 per sheet
36x48	\$30.00 per sheet
Department Specific Documents	
Fire Department	
Run Reports	\$5.00
Municipal Court	
Pursuant to ARJA Rule 30 fees for copies of court records shall not be applicable to:	
<ul style="list-style-type: none"> · the parties named in the case · attorneys representing the parties named in the case · victims named or otherwise identified in the case · any governmental agency (federal, state, county, or municipal) 	
Court Records (1 to 20 pages)	\$5.00
Court Records (each page over 20)	\$0.50
Court Records (Certified Copies)	\$5.00 per page
Planning Department	
Comprehensive Plan	\$75.00
Subdivision Regulations	\$20.00
Zoning Ordinance (Book)	\$50.00
Design Review Guidelines for Madison Station	\$20.00
Police Department	
Reports (Accident, Incident/Case and Field Interviews (free for victims)	\$5.00 per report
Arrest Report	\$5.00 per report
CAD from Dispatch	\$5.00 per report
DVD's and Axon links	\$50.00 for all dvds/axon videos related to case
Photos	\$50.00 for all photos related to case
Revenue Department	
Business License Listing	\$1.00 per page

RESOLUTION NO. 2026-135-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ALDOT FOR COOPERATIVE MAINTENANCE OF PUBLIC RIGHT-OF-WAY ALONG I-565

BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor and City Clerk, in their respective capacities, are hereby authorized to execute the attached “Agreement for the Cooperative Maintenance of Public Right-of-Way” with the Alabama Department of Transportation, said document setting forth the terms and conditions under which the City of Madison may perform mowing and litter pickup operations and otherwise maintain the vegetative cover within the public right-of-way along Interstate 565, from County Line Road to the City of Huntsville limits (Milepost 7.025 to Milepost 13.900), as described in the attached agreement.

READ, PASSED, and ADOPTED on this 23rd day of March 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 March 2026.

Ranae Bartlett
Mayor
City of Madison, Alabama

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY WITH REIMBURSEMENT**

County Madison

Route Number Interstate 565 (I-565)

Milepost 7.025 to 13.900

Resolution Number _____

Associated Permits and/or Documents City of Madison, Alabama Resolution

<p><i>FOR OFFICIAL USE ONLY</i></p> <p>DATE RECEIVED FROM APPLICANT: ___/___/___</p> <p>PERMIT NUMBER: _____</p>
--

THIS AGREEMENT, entered into this the 23rd day of March, 2026, between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Madison, Alabama herein referred to as the APPLICANT in an effort to secure a more pleasing appearance on the roadside between Milepost 7.025 / County Line Road and Milepost 13.900 / just west of SR-255 (City of Huntsville Limits).

_____ on Route I-565, the APPLICANT agrees to maintain the vegetative cover on the right-of-way by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover reaches 8 inches and rescheduled in accordance with the planned frequency. In the event that shrubs and/or minor trees are planted within the area, trimming around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if mounding of the clippings or other incidental debris occurs.

In accepting the above, ALDOT and the APPLICANT agree to do the following:

1. The APPLICANT will see that adequate sight distances are maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations. All traffic control shall be the responsibility of the applicant and be in accordance with the latest version of the MUTCD currently in use by ALDOT.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT's responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.

8. The APPLICANT will provide litter pick up as needed to insure a pleasing appearance along the roadside.

9. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

10. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.



If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

April 2024

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

11. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

12. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

13. The APPLICANT may perform adequate dressing and street sweeping on the routes included in this agreement which have curbs and gutters, maintaining a clean and attractive appearance of the roadway. If street sweeping is conducted, gutters shall be kept free of debris.

14. The APPLICANT shall provide a minimum of 5 mowing cycle(s) per Year. Additional cycles will be at the discretion and expense of the APPLICANT. ALDOT will provide payment of \$ 5,000.00 per cycle which includes all work covered by this agreement. The total payment shall not exceed the total of \$ 25,000.00 for services provided. The APPLICANT shall supply ALDOT a schedule of cycle dates for the proposed routes listed in item 15. In addition, the APPLICANT shall notify ALDOT in writing 2 days prior to commencement of cycle and within one day of the completion of a cycle. ALDOT shall accept/decline the mowing cycle on each route in writing within 3 days of the APPLICANT completing that route. The first payment may be requested by the APPLICANT on or after May 1, 2026, after completion of the first mowing cycle. The final payment may be requested by the APPLICANT on or after September 1, 2026, at the completion of the final mowing cycle.

15. The routes and work limits included in this agreement are listed as follows:

<u>ROUTE</u>	<u>DESCRIPTION</u>	<u>MP BEGIN</u>	<u>MP END</u>
I-565	From County Line Road to just west of SR-255 (Huntsville City Limits)	7.025	13.900

16. By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties. The APPLICANT, in accordance with the status of APPLICANT as an independent contractor, covenants and agrees that the conduct of APPLICANT will be consistent with such status, that APPLICANT will neither hold APPLICANT out as, or claim to be, an officer or employee of the STATE by reason hereof, and that APPLICANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of APPLICANT.

17. The APPLICANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

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

19. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

20. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT in performance of these maintenance activities.

22. For any and all other disputes arising under the terms of this contract regarding payment, APPLICANT's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

21. The term of this Agreement shall be for a period of one year, commencing on the 1st day of May, 2026, and ending on the 31st day of April, 2027.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 23rd day of March, 2026.

SEAL

ATTEST:	_____	Legal Name of Applicant
_____	By: _____	Authorized Signature for Applicant
Signature		
_____	_____	Typed or Printed Name of Signee
Typed or Printed Name		
_____	_____	Title of Signee
Title		

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:

BY: _____

Legal Counsel for Alabama Department of Transportation	_____	Signature	_____	Date
---	-------	-----------	-------	------

RECOMMENDED FOR APPROVAL:

DISTRICT: _____

Printed Name	_____	Signature	_____	Date
--------------	-------	-----------	-------	------

AREA: _____

Printed Name	_____	Signature	_____	Date
--------------	-------	-----------	-------	------

REGION: _____

Printed Name	_____	Signature	_____	Date
--------------	-------	-----------	-------	------

DEPUTY
DIRECTOR, : _____

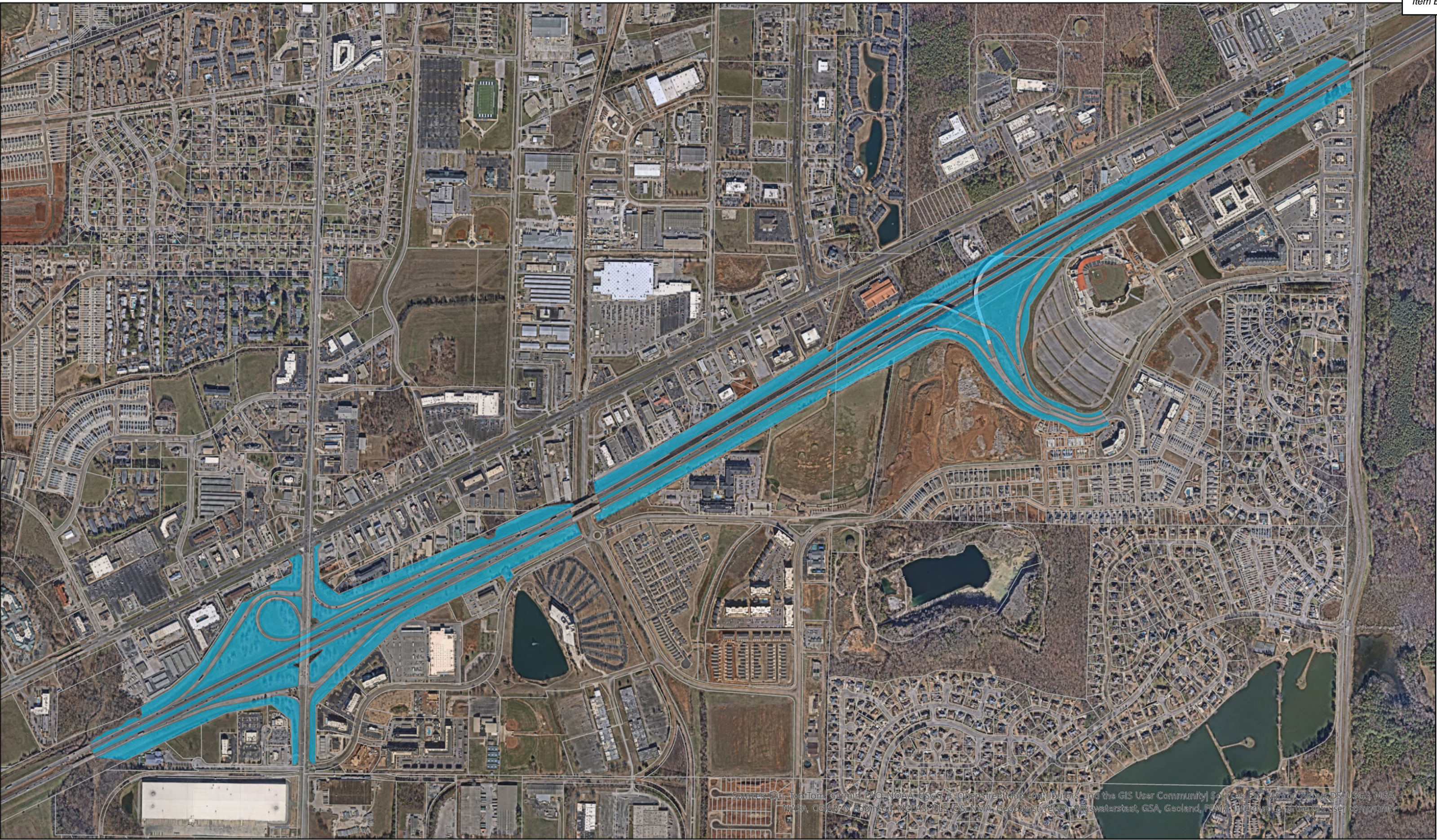
OPERATIONS	Printed Name	_____	Signature	_____	Date
------------	--------------	-------	-----------	-------	------

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION**

Transportation Director	_____	Date
-------------------------	-------	------

The forgoing agreement is hereby approved by the Governor of the State of Alabama this _____ Day of _____, 20____.

GOVERNOR OF ALABAMA



Sources: Esri, TomTom, Garmin, F.O. NOAA, USGS, OpenStreetMap contributors, and the GIS User Community Sources: Esri, Vantor, Carthage, US, USGS, NGA, NASA, CGIAR, N. Robinson, WCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

0 0.25 0.5 1 Miles

Interstate I-565 Mowing

Total Area 126.78 ac



RESOLUTION NO. 2026-136-R

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND
ISSUANCE OF CHANGE ORDER NO. 1 TO TIDEWATER LANDSCAPE
MANAGEMENT, INC., FOR BID NUMBER 2025-006-ITB,
RIGHT-OF-WAY MOWING SERVICES**

WHEREAS, Bid Number 2025-006-ITB for the provision of right-of-way mowing services for the City of Madison, Alabama, was let on or about February 12, 2025; and

WHEREAS, such bid was awarded to Tidewater Landscape Management, Inc., and a contractual relationship thereby established; and

WHEREAS, the Public Works Director, in requesting the Change Order, has provided Council with a signed statement indicating the need and justification for the modification;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council finds that the circumstances set forth by the Public Works Director in his support of the request establish that the proposed Change Order is appropriate and due to be allowed for the following reasons:

1. The changes are incidental to the original contract and were not contemplated when the plans and specifications for the original bid were prepared.
2. The changes are for a total monetary value less than that required for competitive bidding, and the changes amount to a value of less than 10% of the original contract price.

BE IT FURTHER RESOLVED that the original contract between the City and Tidewater Landscape Management, Inc., for the provision of right-of-way mowing services for the City of Madison, Alabama, is hereby amended to include the provision of materials, equipment, and labor for the mowing, landscape maintenance, and litter pickup services for Interstate 565 from County Line Road to the Huntsville city limits, **in an amount not to exceed twenty four thousand nine hundred ten dollars (\$24,910) for mowing and maintenance services for the months of April and May of 2026**, such amendment to be limited to the adjustments to the scope of work set forth in the attached "Contract Change Order No. 1," all other provisions of the original contract remaining unchanged.

READ, PASSED AND ADOPTED this 23rd day of March 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 March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison, Alabama
Legal Department—Competitive Purchasing Division
INVITATION TO BID
#2025-006-ITB | RIGHT OF WAY MOWING SERVICES
Issued February 12, 2025

AMENDMENT TO AGREEMENT

This Amendment to the Agreement dated March 24, 2026 (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as the “City,” and Tidewater Landscape Management, located at 3212 7th Avenue SW, Huntsville, Alabama 35805, hereinafter referred to as the “Contractor.”

RECITALS:

WHEREAS, by virtue of passage of Resolution Number 2025-085-R, the City Council of the City of Madison awarded the Bid for the Right of Way Mowing Services (the “Project”) in the amount of twenty-two thousand seven hundred forty dollars (\$22,740.00) per month; and

WHEREAS, on April 1, 2025, the parties entered into an Agreement for the Project (the “Agreement”) pursuant to such award; and

WHEREAS, Article I, Section A of said Agreement outlined the services to be provided by Contractor and specified that all services shall be done in accordance with the Invitation to Bid; and

WHEREAS, the Agreement allows for amendments and change orders to the original contract as stated in Section 3; and

WHEREAS, the Director of Public Works has recommended certain modifications to the contract; and

WHEREAS, the Director of Public Works, in requesting the Change Order, has provided a signed statement explaining the need and justification for the additional work; and

WHEREAS, the City Council has approved of this Amendment via Resolution No. 2026-136-R; and

WHEREAS, the City and Contractor mutually desire to amend the Agreement as described above, pursuant to Section 3 of the Agreement;

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:

1. Section 2 is hereby amended by addition of the following services on a temporary basis as follows:
 - a. Addition of mowing and litter service along the 1-565 right of way, every 10 days during the months of April and May 2026 in the area shown on Exhibit A to this Change Order (\$7,955.00/month).
 - b. Addition of mowing and litter service for right of way within Town Madison, every 10 days during the months of April and May 2026 (\$4,500.00/month).

B. Remainder.

Unless specifically amended in Section A., 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 amendments shall be effective as of the date of final execution by the parties.

IN WITNESS WHEREOF, City and Contractor have caused this Amendment to the Agreement to be executed in their respective names by their duly authorized officers on the dates set forth below, the latter of which is hereby deemed to be the effective date of this Amendment.

**CITY OF MADISON, ALABAMA,
a municipal corporation**

By: _____
Ranae Bartlett, Mayor

Attest: _____
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 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 March 2026.

Notary Public

Tidewater Landscape Management

By: _____

Its: _____

Date: _____

STATE OF ALABAMA)

)

COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____ of Tidewater Landscape Management, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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


Notary Public

**BID NUMBER 2025-006-ITB
CONTRACT CHANGE ORDER #1**

STATEMENT OF SUPPORT FOR CHANGE ORDER

The following is offered in support of Contract Change Order #1 to Bid Number 2025-006-ITB as it was awarded to Tidewater Landscape Management in 2025:

1. The requested change order will modify the Public Works Department's existing mowing services contract, to-wit:
 - a. Addition of mowing and litter service along the 1-565 right of way, every 10 days during the months of April and May 2026 in the area shown on Exhibit A to this Change Order (\$7,955.00/month).
 - b. Addition of mowing and litter service for right of way within Town Madison, every 10 days during the months of April and May 2026 (\$4,500.00/month).
2. The requested change order has been instituted by the undersigned for the following reason:
 - a. The work was not contemplated when the plans and specifications of the bid were prepared.
3. Implementation of this change order does not cause a change exceeding ten percent (10%) of the contract price. It makes fiscal and administrative sense to make this minor modification via change order rather than through competitive bidding.
4. I have reviewed the pricing submitted by the vendor and found it to be reasonable, fair, and equitable and recommend approval of the same.

 3/19/26

Kent Smith, Public Works Director



Sources: Esri, TomTom, Garmin, F.O. NOAA, USGS, OpenStreetMap contributors, and the GIS User Community
 Sources: Esri, Vantor, Garmin, USGS, NOAA, NASA, CGIAR, Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

0 0.25 0.5 1 Miles

Interstate I-565 Mowing

Total Area 126.78 ac



ORDINANCE NO. 2026-119

**AN ORDINANCE FOR THE VACATION OF A UTILITY & DRAINAGE EASEMENT
LOCATED WITHIN TRACT 1 OF STAR ESTATES SUBDIVISION PHASE 1**

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Madison Land Resources, Inc.**, the vacation of a portion of a utility & drainage easement located within Tract 1 of Star Estates Subdivision Phase 1 and further described as follows:

A 20.00' U&D EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT HEX PIN IN TREE FOUND AT THE NORTHEAST CORNER OF LOT 11 ACCORDING TO THE FINAL PLAT FOR STAR ESTATES SUBDIVISION, PHASE 1 AS RECORDED IN PLAT BOOK 2024 PAGES 284-285 IN THE OFFICE FOR THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA, SAID POINT IS ALSO THE POINT OF BEGINNING. THENCE RUN SOUTH 89 DEGREES 03 MINUTES 40 SECONDS EAST AT A DISTANCE OF 14.95 FEET TO A POINT; THENCE RUN NORTH 47 DEGREES 04 MINUTES 41 SECONDS WEST AT A DISTANCE OF 349.56 FEET TO A POINT ON AN EXISTING 20.00' SANITARY SEWER EASEMENT; THENCE RUN SOUTH 48 DEGREES 41 MINUTES 58 SECONDS WEST ALONG SAID SANITARY SEWER EASEMENT AT A DISTANCE OF 14.92 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 09 MINUTES 22 SECONDS WEST ALONG SAID SANITARY SEWER EASEMENT AT A DISTANCE OF 7.70 FEET TO A POINT; THENCE RUN SOUTH 47 DEGREES 04 MINUTES 41 SECONDS EAST AT A DISTANCE OF 334.23 FEET TO A POINT; THENCE RUN SOUTH 88 DEGREES 14 MINUTES 54 SECONDS EAST AT A DISTANCE OF 15.19 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 0.16 ACRES, MORE OR LESS.

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

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

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

READ, PASSED, AND ADOPTED this ____ day of April 2026.

**Maura Wroblewski, Council President
City of Madison, Alabama**

ATTEST:

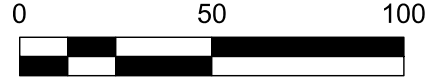
Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of April 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°03'40" E	14.95'
L2	S 48°41'58" W	14.92'
L3	N 89°09'22" W	7.70'
L4	S 88°14'54" E	15.19'



LANDERS RD (60' ROW)

55.00' PEDESTRIAN ACCESS EASEMENT AND P.U.D.E.

20' SANITARY SEWER EASEMENT
(BOOK 786 PG 1032)

N 47°04'41" W 349.56'
S 47°04'41" E 334.23'

20' U&D EASEMENT

TRACT 1
STAR ESTATES, PH. 1
P.B. 2024 PGS. 284-285

LOT 11
STAR ESTATES, PH. 1
P.B. 2024 PGS. 284-285

FOUND CAPPED
IRON PIN "MORELL"

HEX PIN
IN TREE

POINT OF COMMENCEMENT
HEX PIN IN TREE
FND. AT THE N.E.
COR., LOT 11
STAR ESTATES, PH. 1
P.B. 2024 PGS. 284-285

LEGAL DESCRIPTION OF EASEMENT LOCATION:

TRACT 1 ACCORDING TO THE FINAL PLAT FOR STAR ESTATES SUBDIVISION, PHASE 1 AS RECORDED IN PLAT BOOK 2024 PAGES 284-285 IN THE OFFICE FOR THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA

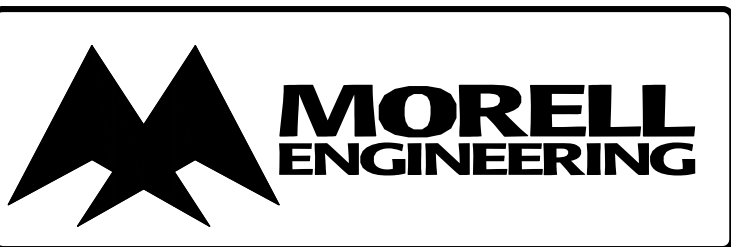
LEGAL DESCRIPTION OF EASEMENT TO BE VACATED

A 20.00' U&D EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT HEX PIN IN TREE FOUND AT THE NORTHEAST CORNER OF LOT 11 ACCORDING TO THE FINAL PLAT FOR STAR ESTATES SUBDIVISION, PHASE 1 AS RECORDED IN PLAT BOOK 2024 PAGES 284-285 IN THE OFFICE FOR THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA, SAID POINT IS ALSO THE POINT OF BEGINNING.

THENCE RUN SOUTH 89°03'40" EAST AT A DISTANCE OF 14.95 FEET TO A POINT;
 THENCE RUN NORTH 47°04'41" WEST AT A DISTANCE OF 349.56 FEET TO A POINT ON AN EXISTING 20.00' SANITARY SEWER EASEMENT:
 THENCE RUN SOUTH 48°41'58" WEST ALONG SAID SANITARY SEWER EASEMENT AT A DISTANCE OF 14.92 FEET TO A POINT;
 THENCE RUN NORTH 89°09'22" WEST ALONG SAID SANITARY SEWER EASEMENT AT A DISTANCE OF 7.70 FEET TO A POINT;
 THENCE RUN SOUTH 47°04'41" EAST AT A DISTANCE OF 334.23 FEET TO A POINT;
 THENCE RUN SOUTH 88°14'54" EAST AT A DISTANCE OF 15.19 FEET BACK TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.16 ACRES, MORE OR LESS.



EASEMENT VACATION
STAR ESTATES, PHASE 1

SCALE: 1"=50'	DRAWN BY: CDR	PROJ. NO. 25-0062
DATE: 2/18/26	CHECKED BY: WTM	SHEET NO. 1

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

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

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

A 20.00’ U&D EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT HEX PIN IN TREE FOUND AT THE NORTHEAST CORNER OF LOT 11 ACCORDING TO THE FINAL PLAT FOR STAR ESTATES SUBDIVISION, PHASE 1 AS RECORDED IN PLAT BOOK 2024 PAGES 284-285 IN THE OFFICE FOR THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA, SAID POINT IS ALSO THE POINT OF BEGINNING.

THENCE RUN SOUTH 89 DEGREES 03 MINUTES 40 SECONDS EAST AT A DISTANCE OF 14.95 FEET TO A POINT; THENCE RUN NORTH 47 DEGREES 04 MINUTES 41 SECONDS WEST AT A DISTANCE OF 349.56 FEET TO A POINT ON AN EXISTING 20.00’ SANITARY SEWER EASEMENT; THENCE RUN SOUTH 48 DEGREES 41 MINUTES 58 SECONDS WEST ALONG SAID SANITARY SEWER EASEMENT AT A DISTANCE OF 14.92 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 09 MINUTES 22 SECONDS WEST ALONG SAID SANITARY SEWER EASEMENT AT A DISTANCE OF 7.70 FEET TO A POINT; THENCE RUN SOUTH 47 DEGREES 04 MINUTES 41 SECONDS EAST AT A DISTANCE OF 334.23 FEET TO A POINT; THENCE RUN SOUTH 88 DEGREES 14 MINUTES 54 SECONDS EAST AT A DISTANCE OF 15.19 FEET BACK TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.16 ACRES, MORE OR LESS.

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

*Quitclaim Deed
Tract 1 of Star Estates Subdivision Phase 1 VOE
Page 1 of 2*

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of April 2026.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the ____ day of April 2026.

Notary Public

ORDINANCE NO. 2026-120

**AN ORDINANCE FOR THE VACATION OF A UTILITY & DRAINAGE EASEMENT
LOCATED WITHIN LOT 4 OF MCCRARY-CRUNK COMMERCIAL SUBDIVISION AND
TRACT 2 OF MCCRARY-CRUNK COMMERCIAL SUBDIVISION PHASE 2**

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **City Properties of Alabama, LLC**, for the vacation of a portion of a utility and drainage easement located within Lot 4 of McCrary-Crunk Commercial Subdivision and Tract 2 of McCrary-Crunk Commercial Subdivision Phase 2 and further described as follows:

ALL THAT PART OF LOT 4 OF MCCRARY – CRUNK COMMERCIAL SUBDIVISION AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 33, PAGE 39 AND TRACT 2 OF MCCRARY-CRUNK COMMERCIAL SUBDIVISION, PHASE 2 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2023, PAGE 106, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE CENTER OF THE WEST BOUNDARY OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF U.S. HIGHWAY 72; THENCE SOUTH 77 DEGREES 20 MINUTES 03 SECONDS WEST AND ALONG THE SAID SOUTH RIGHT-OF-WAY, 181.59 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH RIGHT-OF-WAY, SOUTH 12 DEGREES 39 MINUTES 57 SECONDS EAST, 15.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF AN EXISTING 15 FOOT WIDE UTILITY AND DRAINAGE EASEMENT, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING NORTH 77 DEGREES 20 MINUTES 03 SECONDS EAST AND ALONG THE SAID SOUTH BOUNDARY, 4.96 FEET TO A POINT; THENCE LEAVING SAID SOUTH BOUNDARY, SOUTH 12 DEGREES 27 MINUTES 04 SECONDS EAST, 263.37 FEET TO A POINT ON THE NORTH BOUNDARY OF AN EXISTING 32.5-FOOT-WIDE UTILITY AND DRAINAGE EASEMENT; THENCE SOUTH 77 DEGREES 32 MINUTES 56 SECONDS WEST AND ALONG THE SAID NORTH BOUNDARY, 10.00 FEET TO A POINT; THENCE LEAVING THE SAID NORTH BOUNDARY, NORTH 12 DEGREES 27 MINUTES 04 SECONDS WEST, 263.37 FEET TO A POINT ON THE SAID SOUTH BOUNDARY OF AN EXISTING 15 FEET WIDE UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE SAID SOUTH BOUNDARY, NORTH 77 DEGREES 41 MINUTES 01 SECONDS EAST, 5.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,633.6 SQUARE FEET, MORE OR LESS

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

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

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

READ, PASSED, AND ADOPTED this ____ day of April 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

1109 RUSSELL PKWY
WARNER ROBBINS GA 31088
D.B. 2021 PG. 74736

A PROPERTIES LLC
OAKWOOD AVE NW
LLE, ALO 35811-1625
2020 PG 94729

U.S. HIGHWAY NO 72

POINT OF BEGINNING
THIS POINT IS LOCATED N28°37'28"E, 2380.53' FROM
THE CENTER OF THE WEST BOUNDARY OF
SEC. 27, T-3-S, R-2-W

N:1549597.61
E:387003.97

AGREE MADISON AL LLC
4300 TBC WAY
PALM BEACH GARDENS, FL 33410
DB 2020 PG 9500

CROSS SECTION L
BFE - 764.0'

T 2 MCCRARY-CRUNK COMMERCIAL S/D
PB 33 PG 39

N 77°33'06" E 287.36'
20' U & D ESMNT

TRACT 2
7.30 AC. ±
(318,179 SQ. FT.)

NOTE: THE AREA WITHIN THE 100 YR
FLOODPLAIN BOUNDARY (INCLUDING
FLOODWAY) IS WITHIN A U & D EASEMENT
WITH THE RECORDING OF THIS PLAT

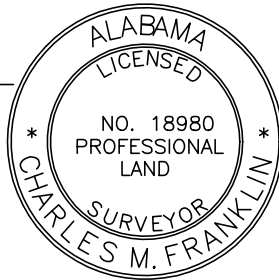
15.00'
S 77°35'32" W 154.70'
15' U & D ESMNT
MUTUALITY WAY

89.18'
S 24°27'26" W
CIPF
THE WATER AND WASTEWATER
BOARD OF THE CITY OF MADISON, AL
D.B. 1034 PG. 156
SUBDIVISION
(NOT PART OF THIS
N 47°01'08" E
221.35'

I, CHARLES MIKE FRANKLIN, DO HEREBY STATE THAT ALL PARTS OF THE SURVEY AND DRAWING DEPICTED HEREON HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Charles M. Franklin

CHARLES M. FRANKLIN
AL. REG. NO. 18980



JOB NO. 25-155
DATE: 1/14/2026
DRAWN BY: SER
CHECKED BY: CMF

EASEMENT VACATION
LOT 4, MCCRARY-CRUNK COMMERCIAL S/D &
TRACT 2, MCCRARY-CRUNK COMMERCIAL S/D,
PHASE 2
PREPARED FOR: CITY PROPERTIES OF ALABAMA, LLC

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805
(256) 690-5312

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

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

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

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

ALL THAT PART OF LOT 4 OF MCCRARY – CRUNK COMMERCIAL SUBDIVISION AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 33, PAGE 39 AND TRACT 2 OF MCCRARY-CRUNK COMMERCIAL SUBDIVISION PHASE 2 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2023, PAGE 106, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE CENTER OF THE WEST BOUNDARY OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF U.S. HIGHWAY 72; THENCE SOUTH 77 DEGREES 20 MINUTES 03 SECONDS WEST AND ALONG THE SAID SOUTH RIGHT-OF-WAY, 181.59 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH RIGHT-OF-WAY, SOUTH 12 DEGREES 39 MINUTES 57 SECONDS EAST, 15.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF AN EXISTING 15 FOOT WIDE UTILITY AND DRAINAGE EASEMENT, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING NORTH 77 DEGREES 20 MINUTES 03 SECONDS EAST AND ALONG THE SAID SOUTH BOUNDARY, 4.96 FEET TO A POINT; THENCE LEAVING SAID SOUTH BOUNDARY, SOUTH 12 DEGREES 27 MINUTES 04 SECONDS EAST, 263.37 FEET TO A POINT ON THE NORTH BOUNDARY OF AN EXISTING 32.5-FOOT-WIDE UTILITY AND DRAINAGE EASEMENT; THENCE SOUTH 77 DEGREES 32 MINUTES 56 SECONDS WEST AND ALONG THE SAID NORTH BOUNDARY, 10.00 FEET TO A POINT; THENCE LEAVING THE SAID NORTH

BOUNDARY, NORTH 12 DEGREES 27 MINUTES 04 SECONDS WEST, 263.37 FEET TO A POINT ON THE SAID SOUTH BOUNDARY OF AN EXISTING 15 FEET WIDE UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE SAID SOUTH BOUNDARY, NORTH 77 DEGREES 41 MINUTES 01 SECONDS EAST, 5.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 2633.6 SQUARE FEET, MORE OR LESS

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of April, 2026.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the ____ day of April 2026.

Notary Public

ORDINANCE NO. 2026-127

**AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCE FOR
THE CITY OF MADISON, ALABAMA, RELATED TO
THE RECREATION ADVISORY BOARD**

BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama (the “City Council”), as follows:

Section 1. Section 2-257 of the *Code of Ordinances for the City of Madison, Alabama* (the “Madison City Code”), is hereby amended as follows in order to add a Madison Lacrosse Club representative to the board’s membership:

Sec. 2-257. – Composition.

(a) Membership on the board shall consist of the following:

(1) The president, or program-member designee of the president, of each of the following recognized sports programs in the city shall sit as a voting ex officio member:

- a. Madison Baseball Association.
- b. Madison Softball League.
- c. Madison Dolphin Swim Team.
- d. Basketball Association of Madison.
- e. AYSO Soccer Region 498.
- f. Madison Youth Football and Cheer.
- g. Madison Greenways and Trails.
- h. Madison City Volleyball.
- i. Madison Lacrosse Club.

Each of the board members serving hereunder shall be a legal resident of the city for the entire term of his membership on the board.

(2) Two additional at-large voting members appointed by the city council, at least one of whom shall be a senior citizen and each of whom shall be a legal resident of the city for the entire term of his membership on the board.

(3) One at-large voting member appointed by the mayor who shall be a legal resident of the city for the entire term of his membership on the board.

(4) The following non-voting ex officio members or their respective designees:

- a. Director of Madison Parks and Recreation.
- b. Member of Madison City Council.
- c. Member of Madison City School Board.

- d. Director of Madison Senior Center.
- e. Chairperson of the Madison City Disability Advocacy Board.

(b)The City Council may amend the membership of the board from time to time as it finds appropriate and in the best interests of the city. When an amendment to the membership is made, the council will designate if the new member is to be a voting or non-voting member and what the term of the position will be.

Section 2. This Ordinance shall be effective upon its adoption and publication as provided by law.

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this the 13th day of April, 2026.

Maura Wroblewski, President,
Madison City Council

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this ____ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-128-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ORGANIZATIONAL SKILLS INSTRUCTION

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 Lia Brady, a professional organizational skills instructor, to conduct classes at the Madison Community Center, located at 1329 Brownsferry Road, 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.

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

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 Lia Brady, doing business as Organize with Lia, located at 25252 Hudson Bend, Athens, AL, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City owns and maintains a facility known as the Madison Community Center, located at 1329 Browns Ferry Road; and

WHEREAS, the City desires to obtain the services of a professional organization skills instructor for instruction in practical organization techniques, including strategies for managing clutter, promoting mental well-being through organization, and purposeful seasonal cleaning; 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 City will, when practicable, provide the Contractor with two (2) hours' notice if classes do not meet the minimum requirements of ten (10) participants.
 7. The Contractor shall not allow more than twenty-five (25) participants in any one class.
 8. The Contractor's classes shall be offered to adults eighteen (18) years of age or older.
- 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 \$49 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:
Lia Brady
Organize with Lia
25252 Hudson Bend
Athens, Alabama 35613

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.

RESOLUTION NO. 2026-112-R

A RESOLUTION APPROVING A SPECIAL EVENT RETAIL LICENSE FOR ALL SHOOK UP BAR AND BEVERAGE CATERING, LLC

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 one-day special event retail license to All Shook Up Bar and Beverage Catering, LLC, doing business as All Shook Up Beverage Catering (“All Shook Up”), for May 9, 2026, between the hours of 5:30 P.M. and 10:00 P.M. in Home Place Park located at 100 Shorter Street;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC special event retail license to All Shook Up for May 9, 2026, between the hours of 5:30 P.M. and 10:00 P.M. in Home Place Park located at 100 Shorter Street, Madison, Alabama 35758 and that the Revenue Director is further authorized to issue a City special event retail license on these terms, conditioned upon payment for the appropriate license fee and upon issuance of an ABC Board license for the same event.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of March 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 March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama