



Agenda

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

6:00 PM
Council Chambers
August 24, 2026

AGENDA NO. 2026-16-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. POLICE CHAPLAIN SHELTON TORBERT
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL OF ELECTED GOVERNING OFFICIALS
5. AMENDMENTS TO AGENDA
6. APPROVAL OF MINUTES
 - A. MINUTES NO. 2026-15- RG, dated August 17, 2026
7. PRESENTATIONS AND AWARDS
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. 2026-299-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 066288 caused by a collision involving a police vehicle which occurred on July 4, 2026 (\$4,827.51 [less \$1,000 deductible] to be deposited into General Operating account)
- B. **Resolution No. 2026-304-R:** Authorizing the termination of a Professional Services Agreement with Valerie Harp and Joshua Harp Dream Vacations, d/b/a Vacations by Val Travel Group for professional travel agent services for participants in Madison Senior Center programs and activities
- C. **Resolution No. 2026-309-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 066179 arising from a collision involving a police vehicle which occurred on June 25, 2026 in the amount of \$6,320.72 (to be deposited into General Operating account)
- D. **Resolution No. 2026-310-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065992 caused by a collision involving a police vehicle which occurred on May 21, 2026 in the amount of \$8,954.56 (to be deposited into General Operating account)
- E. Acceptance of supplemental insurance payment from Alabama Municipal Insurance Corporation in the amount of \$1,582.84 on Claim No. 066027 for damage to a Police Department vehicle (original insurance settlement approved via Resolution No. 2026-259-R)
- F. Acceptance of supplemental insurance payment from Alabama Municipal Insurance Corporation in the amount of \$1,740.58 on Claim No. 065848 for damage to a Building Department vehicle (original insurance settlement approved via Resolution No. 2026-230-R)
- G. Approval to accept donation in the amount of \$100.00 from Sandra and Jeffrey Mehlhorn (to be deposited into Fire Donation account)
- H. Acceptance of a donation from Commissioner Steve Haraway in the amount of \$50,000 to be used for repaving Gillespie Road (to be deposited in the General Operating 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**

- A. Council President Wroblewski re-appointment to the Madison Utilities Board (Term from September 2026 until September 2032, or until the end of the Council term, whichever comes first)
- B. Appointment of Sarah Long to Place 7 of the Madison City Disability Advocacy Board

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. 2026-236:** Zoning certain property owned by Willman Lee Burket Jr., consisting of 0.62 acres, located at 11356 Cardinal Drive, east side of Cardinal Drive, north of Powell Road, R-1A (Low Density Residential) upon annexation (First Reading 07/13/2026)
- B. **Proposed Ordinance No. 2026-249:** Zoning certain property owned by Richard and Kenya Morse, consisting of 2.42 acres, located at 10569 Burgreen Road, west side of Burgreen Road, north of Cedar Acres Drive, R-1A (Low Density Residential) upon annexation (First Reading 07/13/2026)

13. DEPARTMENT REPORTS

ENGINEERING

- A. Annual Update on Rebuild Alabama Act (2019) Gas Tax Funded Projects

FACILITIES AND GROUNDS

- A. **Resolution No. 2026-158-R:** Awarding Bid No. 2026-009-ITB for Janitorial Services for City Facilities to Baza Services, LLC for the monthly amount of \$8,442.00 (to be paid from Facilities and Grounds departmental budget)
- B. **Resolution No. 2026-305-R:** Authorizing a Contractor Agreement with Struthers Recreation for the purchase and installation of three (3) shade equipment for benches at Sunshine Oaks in the amount of \$38,416.21 (to be paid from Facilities & Grounds Neighborhood Parks account)
- C. **Proposed Ordinance No. 2026-295:** Declare Vacant Tract of Land .93 Acres in size and located on Kyser Boulevard as surplus (First Reading 08/10/2026)
- D. **Resolution No. 2026-306-R:** Authorize Brokerage Services Agreement with Crunkleton & Associates, LLC, for sale of vacant tract of land located on Kyser Boulevard

FIRE & RESCUE

- A. **Resolution No. 2026-307-R:** Authorizing a Letter of Consent to the City of Gadsden regarding use of radio frequency 856.4875 MHZ for FCC purposes

LEGAL

- A. **Resolution No. 2026-308-R:** Authorize Agreement with Madison County for Solid Waste Collection and Disposal (\$67,450 per month to be paid from customer fees; no increase to customer fees)

PLANNING

- A. **Proposed Ordinance No. 2026-237:** Assenting to the annexation of property located at 11356 Cardinal Drive, east side of Cardinal Drive, north of Powell Road, into the City of Madison (First Reading 07/13/2026)
- B. **Proposed Ordinance No. 2026-250:** Assenting to the annexation of property located at 10569 Burgreen Road, west side of Burgreen Road, north of Cedar Acres Drive, into the City of Madison (First Reading 07/13/2026)
- C. **Proposed Ordinance No. 2026-298:** Vacation of a pedestrian easement located within 107 Cabot Circle, Lot 7 of Biltmore Bend of Heritage Plantation Subdivision (First Reading)
- D. **Proposed Ordinance No. 2026-300:** Vacation of a utility and drainage easement located within 117 Kensington Drive, Lot 50, Block 3 of Woodfield Subdivision First Addition (First Reading)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. EXECUTIVE SESSION

16. 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. 2026-15-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
AUGUST 10, 2026**

The Madison City Council met in regular session on Monday, August 10, 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 Troy Goodwin of Madison Bible 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, City Attorney Megan Zingarelli, Director of Operations and Communications Amanda Jarrett, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Director of Human Resources Kelly Bracci, Fire Chief Brandy Williams, Deputy Revenue Officer Ivon Williams, Director of Facilities and Grounds Gerald Smith, Director of Finance David Lawing, City Engineer Michael Johnson, and Principle Planner Matt Davidson.

Public Attendance registered: H. Michael Gordon, Tommy Overcash, Debbie Overcash, Troy Godwin, Opie Balch, Shelton Torbert

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2026-13-RG DATED JULY 13, 2026

Council Member Jackson moved to approve Minutes No. 2026-13-RG. Council Member White seconded. The roll call vote taken was recorded as follows:

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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.

MINUTES NO. 2026-08-WS DATED JULY 15 , 2026

Council Member Jackson moved to approve Minutes No. 2026-08-WS. 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.

MINUTES NO. 2026-14-RG DATED JULY 27, 2026

Council Member Jackson moved to approve Minutes No. 2026-14-RG. Council Member McKay seconded. Council Member Goodson asked for the City Attorney Megan Zingarelli's opinion regarding council members that weren't present having to abstain at a meeting. Council Member Goodson clarified that according to Robert's Rules of Order it is proper for an absent council member to vote. Council Member Goodson shared that the vote is not the minutes correct but is the process which they go through and by which they arrived at correct. Council member Goodson stated that his feeling was to vote for those due to having watched the meeting having read the minutes.

Council Member Goodson asked if it was standard practice not to vote. He stated he didn't want to violate what the city had been doing for the five years he had watched. City Attorney Megan Zingarelli explained there wasn't a past rule for the city or anything in city code. The City Attorney Megan Zingarelli clarified that the adopted rules are Robert's Rules. She expressed that if someone wasn't testifying as a witness and voting, there's faith in the minute preparer account of the meeting. City Attorney Megan Zingarelli shared that it was completely up to discretion of the Council to vote or to not vote. Mayor Bartlett informed Council Member Goodson that as a former council member she voted to approve minutes for meetings that she did not attend. The roll call vote taken was 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.

MINUTES NO. 2026-02-SP DATED JULY 29, 2026

Council Member Bier moved to approve Minutes No. 2026-02-SP. 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	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PRESENTATIONS AND AWARDS

MADISON CEMETERY COMMITTEE PRESENTATION

Cindi Sanderson, the Cemetery Committee Chairperson, thanked the Mayor and Council for allowing her and Kim Shelton to attend and present the certificate. Council Member Jackson read the acknowledgement and approval letter received from the Alabama Historical Commission. The Commission favorably selected Royal Cemetery as a Historical Cemetery, which provided many of Madison’s African American families a final resting place. A historical marker will be placed in this section of Madison Memory Gardens to help remember and honor those families. The Royal Section was established in the early 1900’s and is now listed in the Alabama Historic Cemetery Registrar.

MADISON STATION HISTORIC PRESERVATION COMMISSION - GAZEBO - UPDATE ON MOU

Tommy Overcash, President of the Society, shared an update on the roundhouse, icehouse and the gazebo. He shared a presentation with pictures that illustrated the new paint, landscape and windows.

MADISON GREENWAY’S AND TRAILS UPDATE

Michael Goodman, President of the Madison Greenway and Trails shared a presentation on the updates of the Mill Creek Preserve Trails. Mr. Goodman shared a trail concept map. He shared it is a concept of trails and a future greenway.

PUBLIC COMMENTS

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None

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating Account	\$2,884,398.12
ADEM Storm Drainage	\$1,460.00
½ Cent Capital Replacement	\$41,461.30
½ Cent Infrastructure	\$307,341.12
Gasoline Tax and Petroleum Inspection Fees	\$34,475.74
TVA Tax	\$2,997.72
Street Repair and Maintenance	\$2,008.02
Library Building Fund	\$4,159.53
Venue Maintenance	\$5,781.28

Regular and periodic bills to be paid:

Resolution No. 2026-280-R: Authorizing the disposal or destruction of certain City Clerk-Treasurer Department records as reviewed by the Alabama Department of Archives and History

Resolution No. 2026-288-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065848 on a collision incident which occurred April 30, 2026, to a Public Works Vehicle (\$2,115.72 [minus \$1,000 deductible] to be deposited into General Operating account)

Acceptance of \$150,000.00 donation from commissioner Steve Haraway, district 2 (to be deposited into the police department donations account)

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

Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council 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.

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Shared Commissioner Steve Haraway was giving a donation for the new fiscal year to the police department
- Extended congratulations to General Chris Mohan on his retirement and relinquishment of Command and Army Material Command
- Congratulated Lieutenant General Lori Robinson on her retirement and relinquishment of command from AMCOM
- Announced there are a lot of transitions happening this year and the next few months at Redstone Arsenal
- Thanked Redstone Arsenal for their support
- Welcomed two new employees-Communications Department Blake Mann and Economic Development Coordinator Clyde Evans
- **COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Announced that YMCA approached her for a waiver for a grease trap
- Announced the YMCA waiver was granted for 6 months, thanked the Madison Utilities
- Shared that the water tower fencing at Town Madison will be changed to black vinyl with landscaping
- Thanked Madison Utilities for project support
- Announced Madison Police will be hosting a fundraiser this Saturday at the local brewery

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Welcomed Clyde Evans
- Announced sales tax for the month is up 2.7 %
- Ribbon cutting for The Church of Jesus Christ of Latter-day Saints August 15th
- Shared the controversy of flock cameras and the importance of them for our city

- Shared that rain has created mowing issues and Public Works is aware and is responding as quickly as possible
- Thanked the individuals with specific interest and help with the Greenway projects

RESOLUTION NO. 2026-290-R: AUTHORIZE FUNDING FROM THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR THE REPLACEMENT OF FENCING AT CAMBRIDGE NEIGHBORHOOD PARK IN AN AMOUNT NOT TO EXCEED \$7,455 AND TO FURTHER AUTHORIZE A CONTRACTOR AGREEMENT WITH HUNTSVILLE FENCE CO. FOR THE PURCHASE AND INSTALLATION OF THE FENCING

Council Member Bier moved to approve Resolution No. 2026-290-R. Council Member White seconded. The roll call vote taken was 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.

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Thanked Council Bier for reading a statement
- Congratulated Fire Chief Williams for being sworn in as the second Vice President for The Alabama District of Fire Chiefs
- Shared that five cadettes were due to graduate in Tuscaloosa from the Police Academy this week
- Shout-out to Madison City residents, especially ones in downtown area who have tolerated a lot of inconvenience from construction going on

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

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

- Expressed his appreciation to department heads for helping answer his questions and helping get the information to constituents as quickly as possible
- Announced the Symposium is in town this week

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

- Thanked Eggs Up Grill for hosting the last business council breakfast social
- Congratulations to La Finka Restaurant on their grand opening
- Thanked Leadership Greater Huntsville for the invitation to speak to college age students

- Announced August 13th is “Ask Your City” from 5 p.m. to 7 p.m. at 1329 Brownsferry Road at the Community Center
- Shared that August 20th is the third Thursday on Main Street
- Announced August 25th is Madison Chambers back to school breakfast at Crosspointe Church
- Announced October 3rd is the Madison Street Festival
- Shared that tomorrow is city hall selfie day

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- Congratulated the new Superintendent Eric Terrell
- Enjoyed attending the State of the Region
- Announced there was road work on Plaza Boulevard on Tuesday and Wednesday from 8 a.m. and 2 p.m.
- Announced on August 26th at the Madison Senior Center from 12 p.m. to 1 p.m. there will be an optical and pharmaceutical rep from Costco

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Shout out to Cindy Sanderson
- Beautification and Tree Board meeting will be at 6 p.m. at Madison Meeting Hall Tuesday, August 18th in room 105
- Announced his office hours August 22nd from 11 a.m. until 12:00 p.m. at Madison Public Library in main entrance seating area

BOARD/COMMITTEE APPOINTMENT

APPOINTMENT OF BRENDA MATTHEWS TO PLACE 3 OF THE MADISON STATION HISTORIC PRESERVATION COMMISSION

Council Member Goodson reappointed Brenda Matthews to place 3 of the Madison Station Historic Preservation Commission. There being no further nominations, Ms. Matthews was reappointed by acclamation.

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.

RESOLUTION NO. 2026-286-R: REQUEST FOR AN OFF-PREMISES BEER AND WINE LICENSE FROM MADISON MARKET 5211 INC., DOING BUSINESS AS MADISON MARKET, FOR THEIR LOCATION AT 5211 WALL TRIANA HIGHWAY

Deputy Revenue Officer Ivon Williams informed Council that this business has a new owner and are requesting beer and wine license. Council President Wroblewski opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion to approve from Council. Council Member Goodson moved to approve Resolution 2026-286-R. Council Member White 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.

RESOLUTION NO. 2026-287-R: REQUEST FOR AN OFF-PREMISES BEER AND WINE LICENSE FROM MADISON MARKET 8064, INC., DOING BUSINESS AS MADISON MARKET, FOR THEIR LOCATION AT 8064 OLD MADISON PIKE

Deputy Revenue Officer Ivon Williams informed Council that this is a new owner and are requesting beer and wine license. Council President Wroblewski opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion to approve from Council. Council Member White moved to approve Resolution 2026-287-R. Council Member Bier seconded. The roll call vote was taken and recorded as follows:

Council Member Erica White	Aye
Council Member David Bier	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.

DEPARTMENTAL REPORTS

ENGINEERING

PROPOSED ORDINANCE NO. 2026-149: ADOPTING A POST-CONSTRUCTION STORMWATER ORDINANCE INTO CITY OF MADISON'S CODE OF ORDINANCES (FIRST READING 07/27/2026)

Council Member Lessmann moved to approve Proposed Ordinance No. 2026-149.
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.

PROPOSED ORDINANCE NO. 2026-184: REVISING ARTICLE IV, SECTION F(9) OF THE FLOOD DAMAGE PREVENTION ORDINANCE (SECTION 17-93 IN THE MADISON CITY CODE) REGARDING FLOODPLAIN LAND CONSERVATION (FIRST READING 07/27/2026)

Council Member Bier moved to approve Proposed Ordinance No. 2026-184. Council Member White seconded. Council Member Goodson asked if it was only section 9 being revised that has to do with the flood plain land conservation. City Engineer Michael Johnson explained that it's just a part of the sentence. He explained that the article previously said any portion of a parcel of lot located in a flood plain which does not include an approved building area shall be permanently protected as private or public open space. City Engineer Michael Johnson explained it was changed to say, "shall be overlaid with a public utility and drainage easement." The vote 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.

RESOLUTION NO 2026-283-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NIVENS & ASSOCIATES APPRAISAL, INC. FOR APPRAISAL OF PROPERTIES ON PROJECT 25-017 GARNER STREET EXTENSION, PHASE 3 (\$5,000 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2026-283-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.

RESOLUTION NO 2026-284-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NIVENS & ASSOCIATES APPRAISAL, INC. FOR APPRAISAL OF PROPERTIES ON PROJECT 25-006 SULLIVAN STREET AND MILL ROAD IMPROVEMENTS (\$18,000 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member McKay moved to approve Resolution No. 2026-284-R. Council Member McKay seconded. The vote was taken and recorded as follows:

Council Member Kenneth Jackson	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 Erica White	Aye

Motion carried.

RESOLUTION NO 2026-285-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC. FOR A GROUND PENETRATING RADAR SURVEY FOR UTILITY DUCT BANK LOCATION IDENTIFICATION ON PROJECT 25-006 SULLIVAN INTERSECTION IMPROVEMENTS (\$3,900.00 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2026-285-R. 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.

RESOLUTION NO.2026-292-R:AUTHORIZE MEMORANDUM OF UNDERSTANDING WITH THE BRADFORD FARMS HOMEOWNERS' ASSOCIATION, INC., FOR THE DREDGING OF A RETENTION POND IN THE AMOUNT OF \$73,000.00 TO BE PAID FROM THE STORMWATER FUND.

Council Member Lessmann moved to approve Resolution No. 2026-292-R. Council Member White seconded. Council President Wroblewski stated that in her ten years of serving

on council she had not ever seen the city doing anything on private property. She asked City Engineer Michael Johnson to walk through why this wouldn't fall under the HOA. City Engineer Michael Johnson explained that although it is on private property it is within city easement. He explained that gives the city authority to enter and do the maintenance. He explained part of the problem is loss in volume and sediment, and other organics are entering into this pond from off-site development. Council President Wroblewski asked City Attorney Megan Zingarelli pertaining to the legal part if it would be written stating the city is not liable for any damage occurring during the dredging. City Attorney Megan Zingarelli reassured Council President Wroblewski that the city would not be liable and that it's in the draft agreement with the contractor. Council Member Lessmann thanked City Engineer Michael Johnson, Mayor Bartlett and legal for the work that's been put into the project. 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.

RESOLUTION NO. 2026-293-R: AUTHORIZING CONTRACTOR AGREEMENT WITH AMERICAN SPORT FISH HATCHERY MANAGEMENT GROUP, LLC FOR THE DREDGING OF BRADFORD FARMS RETENTION POND (\$73,000 TO BE PAID FROM STORMWATER FUND)

Council Member White moved to approve Resolution No. 2026-293-R. Council Member Lessmann seconded. Council Member McKay stated that he had been around places before that had been dredged and it doesn't smell great when the sediment is taking out. He informed City Engineer Michael Johnson that the recommendation is to spread the material on the open site north of the pond. Council Member McKay asked if that was what was going to happen. City Engineer Michael Johnson shared that the city was just covering the cost of the dredging what was done after with the material was on the HOA. 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.

FACILITIES AND GROUNDS

RESOLUTION NO. 2026-294-R: APPROVE LISTING AGREEMENT WITH OPIE BALCH REALTY, LLC, FOR THE SALE OF PROPERTY LOCATED AT 225 MILL ROAD

Council Member McKay moved to approve Resolution No. 2026-294-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.

ORDINANCE 2026-295: DECLARE VACANT TRACT OF LAND .93 ACRES IN SIZE AND LOCATED ON KYSER BOULEVARD AS SURPLUS (FIRST READING)

This is a first reading only

FINANCE

RESOLUTION NO. 2026-271-R: AUTHORIZING THE RE-APPROPRIATION OF FUNDING FROM THE 2016-C WARRANT FUND (\$3,646,172.60 FOR FIRE STATION 4 LADDER BAY, CITY HALL RENOVATIONS PROJECT, AND PARK IMPROVEMENTS FOR HUNTSVILLE-BROWNSFERRY ROAD PROPERTY)

Council Member Bier moved to approve Resolution No. 2026-271-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2026-265: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 108 CHURCH STREET, LOT 28, OF THE NORTH ALABAMA GAS DISTRICT SUBDIVISION (FIRST READING 07/27/2026)

Council Member White moved to approve Proposed Ordinance No 2026-265. Council Member Lessmann seconded. The vote was taken and recorded as follows:

Council Member Erica White	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye

Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2026-277: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 16 OF TOWN MADISON 15 SUBDIVISION (FIRST READING, REQUEST TO SUSPEND THE RULES AND VOTE FOR IMMEDIATE CONSIDERATION)

Council Member Goodson moved to suspend the rules for Proposed Ordinance No. 2026-277. 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. 2026-277: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 16 OF TOWN MADISON 15 SUBDIVISION (FIRST READING, REQUEST TO SUSPEND THE RULES AND VOTE FOR IMMEDIATE CONSIDERATION)

Council Member Bier moved to approve Proposed Ordinance No 2026-277. Council Member White seconded. The vote 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.

RESOLUTION NO. 2026-278-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-279: REZONING CERTAIN PROPERTY OWNED BY CHARLES AND MARTHA RODMAN, CAROL GREEN, JAMES AND SUSIE LEWTER, CONSISTING OF 23.4 ACRES, LOCATED ON THE WEST SIDE OF SLAUGHTER ROAD, NORTH OF EASTVIEW DRIVE, REZONING APPROXIMATELY 19 ACRES FROM AG (AGRICULTURE DISTRICT) TO R-1C (SINGLE-FAMILY CONSERVATION DISTRICT) AND APPROXIMATELY 4.4 ACRES FROM AG TO B-2 (COMMUNITY BUSINESS

DISTRICT) (FIRST PUBLICATION 8/19/2026, SYNOPSIS 8/26/2026, PUBLIC HEARING 9/14/2026)

Council Member Bier moved to approve Resolution No. 2026-278-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-273-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-274: ZONING CERTAIN PROPERTY OWNED BY LATIF LEKA, CONSISTING OF 0.46 ACRES, LOCATED AT 158 FORREST DRIVE, SOUTH SIDE OF FORREST DRIVE, EAST OF RAINBOW DRIVE, R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST PUBLICATION 8/19/2026, SYNOPSIS 8/26/2026, PUBLIC HEARING 9/14/2026)

Council Member White moved to approve Resolution No 2026-273-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.

PROPOSED ORDINANCE NO. 2026-272: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 158 FORREST DRIVE, SOUTH SIDE OF FORREST DRIVE, EAST OF RAINBOW DRIVE, INTO THE CITY OF MADISON (FIRST READING)

This is a first reading only

RECREATION

PROPOSED ORDINANCE NO. 2026-267-R: AMENDING THE FEE SCHEDULE FOR THE USE OF PARKS & RECREATION FACILITIES (FIRST READING 07/27/2026)

Council Member Jackson moved to approve Proposed Ordinance No. 2026-267. Council Member Lessmann seconded. Council Member Bier explained that cost have gone up for everything. He explained that the city doesn't look to profit on things. Council Member

Bier thanked Director of Parks and Recreation Kory Alfred and team for their hard work on the new fee and schedule chart. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

ADJOURNMENT

The meeting was adjourned at 7:05 p.m.

Minutes No. 2026-15-RG, dated August 10, 2026, read, approved and adopted this 24th day of August, 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

RESOLUTION NO. 2026-299-R**ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 066288 FOR DAMAGE TO POLICE VEHICLE**

WHEREAS, on July 04, 2026, at 9:00 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 \$4,827.51 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 \$4,827.51, with a deductible of \$1,000.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$3,827.51. 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 24 day of August 2026

Council President, Maura Wroblewski
City of Madison, Alabama

ATTEST:

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

APPROVED this ____day August 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

066288DH
ADJUSTER FILE NUMBER
066288DH
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.
2018	Ford	Explorer	1FM5K8AR9JGC17014

**DATE OF LOSS
CAUSE**

A loss occurred on the 4th day of July, 2026, about the hour of p 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:

**VALUE
(If a total loss)**

The actual cash value of above described automobile at the time of said loss

**WHOLE LOSS
DEDUCTIBLE
AMOUNT**

THE ACTUAL LOSS AND DAMAGE to above described automobile was

\$4,827.51

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 \$3,827.51

**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: 7-29-2026

Ramona Bartlett
SIGNATURE

Witness: _____

Subscribed and sworn to before me this 29 day of July, 2026

Kerri Sulyma
NOTARY PUBLIC



RESOLUTION NO. 2026-304-R

**A RESOLUTION AUTHORIZING TERMINATION OF AGREEMENT
WITH VACATIONS BY VAL TRAVEL GROUP**

WHEREAS, the City of Madison authorized agreements for the provision of travel agent services via Resolutions No. 2025-067-R and 2026-225-R with Valerie Harp and Joshua Harp Dream Vacations, d/b/a Vacations by Val Travel Group; and

WHEREAS, the Parks & Recreation Department recommends termination of the agreement in order to allow the department to secure another provider for these services; and

WHEREAS, the City desires to terminate the agreement in accordance with Section 5 of the Agreement dated February 27, 2025, which provides for thirty (30) day notice of termination;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the City Attorney and Parks and Recreation Director are hereby authorized to take all actions necessary to terminate the agreement described in this Resolution.

READ, APPROVED, and ADOPTED this 24th day of August 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. 2026-309-R**ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 066179 FOR DAMAGE TO POLICE DEPARTMENT VEHICLE**

WHEREAS, on June 25, 2026, a City of Madison Police Department vehicle was involved in a collision resulting in property damage; and

WHEREAS, Alabama Municipal Insurance Corporation ("AMIC"), the City's insurance carrier, has offered a final settlement of Claim No. 066179 in the amount of \$7,320.72 less the City's \$1,000.00 deductible, for a net payment to the City of \$6,320.72; and

WHEREAS, acceptance of the settlement will constitute final payment and close Claim No. 066179.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the City hereby accepts the final insurance settlement from Alabama Municipal Insurance Corporation on Claim No. 066179 in the net amount of \$6,320.72 for property damage resulting from the June 25, 2026 collision involving a Police Department vehicle.

BE IT FURTHER RESOLVED, that the City Clerk-Treasurer is hereby authorized to execute any documents necessary to accept the settlement and close the claim.

READ, PASSED, AND ADOPTED this 24 day of August 2026

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day August 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

066179MT
ADJUSTER FILE NUMBER
066179
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	1FM5K8AB8PGB12301

**DATE OF LOSS
CAUSE**

A loss occurred on the 25th day of June, 2026, about the hour of 2:30 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collis/Aion.

**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)**

The actual cash value of above described automobile at the time of said loss \$0.00

**WHOLE LOSS
DEDUCTIBLE
AMOUNT**

THE ACTUAL LOSS AND DAMAGE to above described automobile was \$7,320.72

The deductible provision applicable to this loss ()

SALVAGE

..... (\$1,000.00)

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$6,320.72

**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: 8-4-26

SIGNATURE

Witness: _____

Subscribed and sworn to before me this 4th day of August 2026



Kerri Sulyma
NOTARY PUBLIC

RESOLUTION NO. 2026-310-R**ACCEPTANCE OF INSURANCE SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 065992 FOR DAMAGE TO POLICE DEPARTMENT VEHICLE**

WHEREAS, on May 21, 2026, a City of Madison Police Department vehicle was involved in a collision resulting in property damage; and

WHEREAS, Alabama Municipal Insurance Corporation ("AMIC"), the City's insurance carrier, has offered a final settlement of Claim No. 065992 in the amount of \$9,954.56, less the City's \$1,000 deductible, for a net payment to the City of \$8,954.56; and

WHEREAS, acceptance of the settlement will constitute final payment and close Claim No. 065992.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the City hereby accepts the final insurance settlement from Alabama Municipal Insurance Corporation on Claim No. 065992 in the net amount of \$8,954.56 for property damage resulting from the May 21, 2026 collision involving a Police Department vehicle.

BE IT FURTHER RESOLVED, that the City Clerk-Treasurer is hereby authorized to execute any documents necessary to accept the settlement and close the claim.

READ, PASSED, AND ADOPTED this 24 day of August 2026

Maura Wroblewski, Council President
City of Madison. Alabama

ATTEST:

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

APPROVED this ____day August 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

065992BS

ADJUSTER FILE NUMBER

065992

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.
2019	Ford	Explorer	1FM5K8AR1KGB22321

DATE OF LOSS
CAUSE

A loss occurred on the 21st day of May, 2026, about the hour of 12:21 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by vehicle lost traction on a wet roadway and collided with a curb and tree.

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 \$9,954.56
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 \$8,954.56

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: _____

Witness: _____

Subscribed and sworn to before me this 10 day of August, 2026

Ranae Bartlett
SIGNATURE

Kerri Sulyma
NOTARY PUBLIC

ALABAMA STATE AT LARGE

COMM EXP 11/29/2026

PROPOSED ORDINANCE NO. 2026-236

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

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

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

11356 Cardinal Drive

LOT 73A IN MORRIS ESTATES, ADDITION NO.4, AS RECORDED IN PLAT BOOK F, PAGE 129, PROBATE RECORDS OF LIMESTONE COUNTY, ALABAMA.

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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, 24th day of August, 2026.

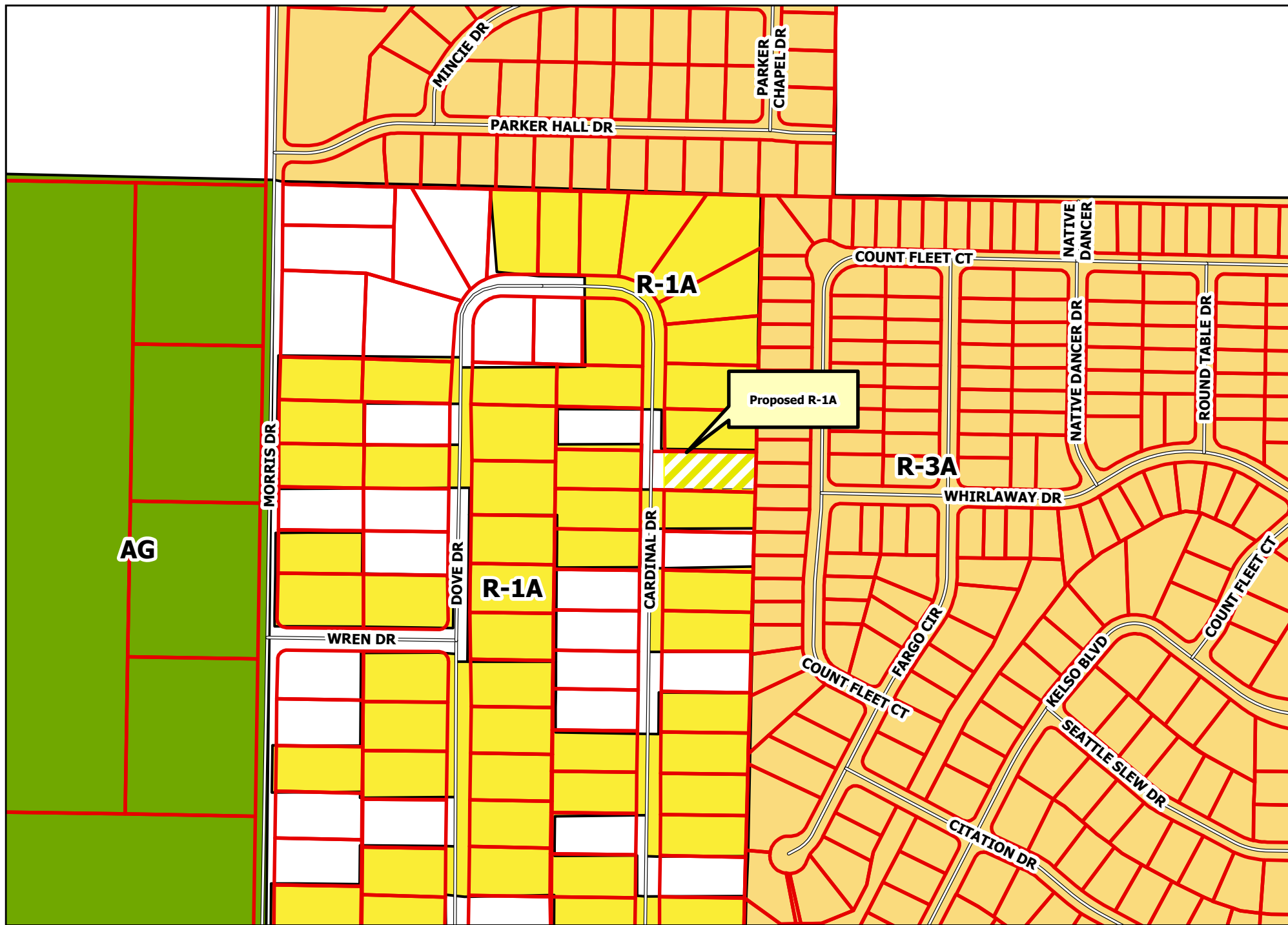
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



0 125 250 500 Feet

**11356 Cardinal Drive
Proposed R-1A Zoning**

PROPOSED ORDINANCE NO. 2026-249

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

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

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

10569 Burgreen Road

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE IN THE APPROXIMATE CENTER OF BURGREEN ROAD AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 31 MINUTES 50 SECONDS EAST ALONG THE APPROXIMATE CENTER OF SAID ROAD AND ALONG THE EAST BOUNDARY OF SAID SECTION 12 FOR A DISTANCE OF 2273.10 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 00 DEGREES 31 MINUTES 50 SECONDS EAST ALONG THE APPROXIMATE CENTER OF SAID ROAD AND ALONG THE EAST BOUNDARY FOR A DISTANCE OF 9.54 FEET TO A POINT;

THENCE LEAVING THE EAST BOUNDARY OF SAID SECTION 12, CONTINUE ALONG THE APPROXIMATE CENTER OF BURGREEN ROAD AS IT CURVES TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 4440.80 FEET, AN ARC LENGTH OF 136.63 FEET, A CHORD BEARING OF SOUTH 04 DEGREES 07 MINUTES 35 SECONDS WEST FOR A CHORD DISTANCE OF 136.63 FEET TO A POINT;

THENCE LEAVING THE APPROXIMATE CENTER OF SAID ROAD, SOUTH 87 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 344.53 FEET TO A SET ½ INCH REBAR STAMPED "ATHENS LS CA-0292-LS", PASSING A SET ½ INCH REBAR STAMPED "ATHENS LS CA-0292-LS" ON THE WEST RIGHT-OF-WAY MARGIN OF SAID ROAD AT A DISTANCE OF 30.30 FEET;

THENCE NORTH 87 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 357.00 FEET TO THE POINT OF BEGINNING, PASSING AN EXISTING ½ INCH REBAR ON THE WEST RIGHT-OF-WAY MARGIN OF BURGREEN ROAD AT A DISTANCE OF 327.00 FEET.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction

and assistance of the proper zoning officer of the City, and that the classification of said property be R-1A (Low Density Residential District).

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, 24th day of August, 2026.

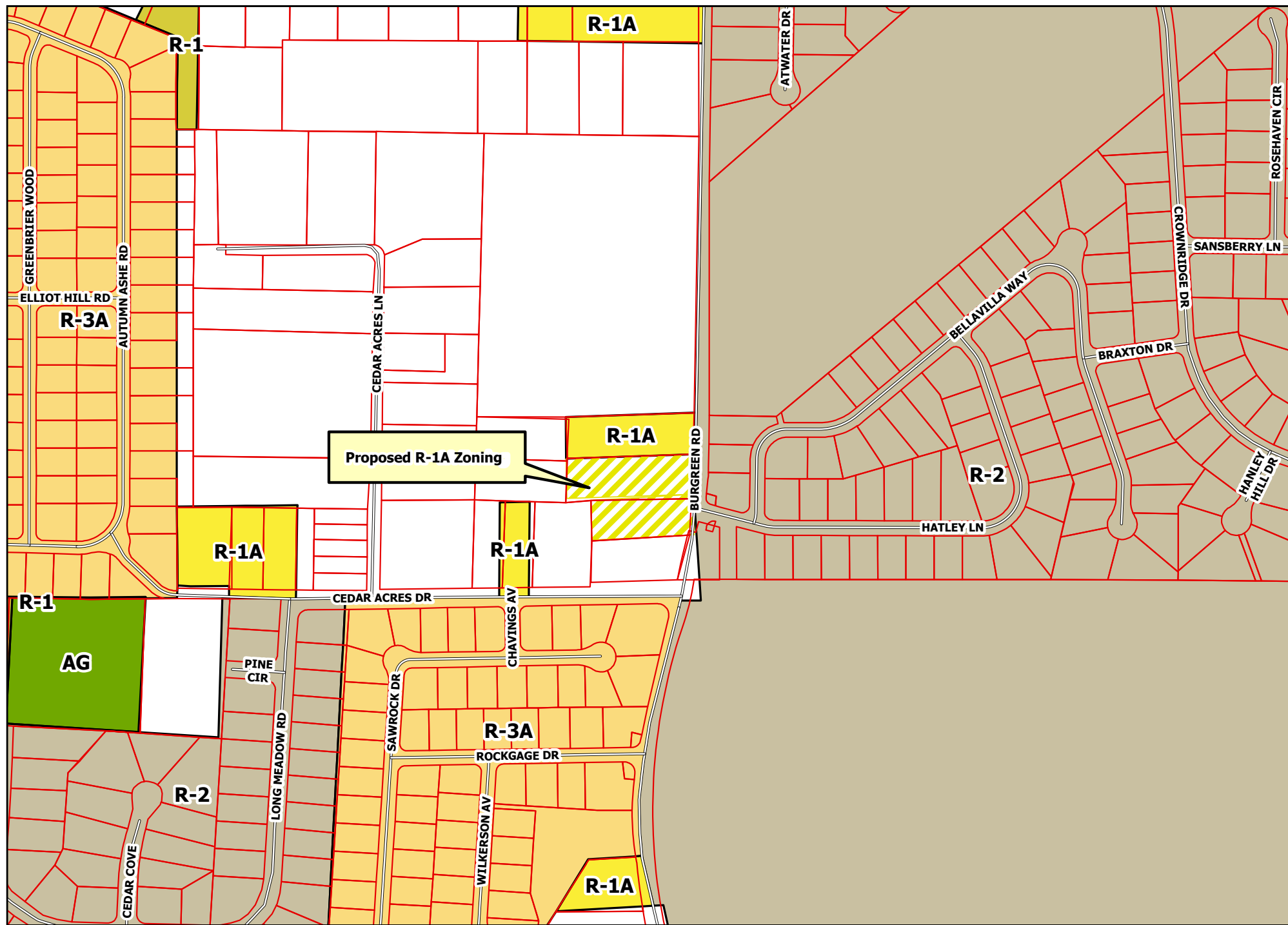
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



0 125 250 500 Feet

**10569 Burgreen Road
Proposed R-1A Zoning**



RESOLUTION NO. 2026-158-R**A RESOLUTION TO AWARD BID NO. 2026-009-ITB
FOR JANITORIAL SERVICES FOR CITY FACILITIES**

WHEREAS, in accordance with Alabama's Competitive Bid Law set forth in Title 41 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the provision of janitorial services (Project #2026-009-ITB); 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 August 12, 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 **Baza Services, LLC**, has submitted a Bid for the unit prices set forth in its Bidder Pricing Sheet, which is attached hereto, for the provision of all janitorial services at the Community Center located at 1329 Browns Ferry Road and the Madison Meeting Hall located at 1282 Hughes Road, and is the apparent lowest responsive, responsible Bidder meeting the specifications of the Project as set forth in the Invitation to Bid;

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

SECTION 1. That 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 41 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to **Baza Services, LLC**, as the lowest responsive, responsive bidder, for the unit prices set forth in its submitted Bidder Pricing Sheet which is attached hereto and incorporated herein by reference.

SECTION 3. 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 an agreement for a term not exceeding three (3) years on behalf of the City of Madison, Alabama, with **Baza Services, LLC**, for execution of the Project for the amounts set forth in its bid submittal and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 4. That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Baza Services, LLC**, in the amount(s) and manner set forth in the resulting agreement or purchase order authorized by passage of this resolution

Resolution No. 2026-158-R

READ, PASSED, AND ADOPTED this 24th day of August 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

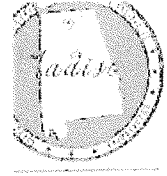
Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

Resolution No. 2026-158-R

City of Madison, Alabama
 Bid Number: 2026-009-ITB
 Project Title: Janitorial Services for City Facilities Issued:
 June 24, 2026



ADDENDUM #1 - UPDATED BIDDER PRICING SHEET

BIDDER NAME: Baza Services LLC

ADDRESS: 7223 1st Avenue North

CITY/STATE/ZIP: Birmingham Alabama 35206

Note: As the best interests of the City of Madison may require, the City reserves the right to accept and award by individual locations; by groups of locations; all or none; or a combination thereof, with one or more contractors.

Total Monthly Cost for Community Center: \$4788.00

Cost for Optional Services at Community Center

One (1) annual carpet extraction	<u>\$3600.00</u>
COVID disinfecting, if required	<u>\$700.00</u>
Two (2) cleanings per year of all windows, inside and outside	<u>\$900.00 Each time</u>
Hourly labor rate for additional work hours on polling days	<u>\$18.00</u>

Total Monthly Cost for Madison Meeting Hall: \$3654.00

Cost for Optional Services at Madison Meeting Hall

One (1) annual carpet extraction	<u>\$ 900.00</u>
COVID disinfecting, if required	<u>\$500.00</u>
Two (2) cleanings per year of all windows, inside and outside	<u>\$500.00 each time</u>
Two (2) LVT flooring strip and rewax per year	<u>\$900.00 each time</u>

I, Uriel Martinez, as Owner Baza Services LLC

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

08/08/2026

Date


 Signature of Authorized Representative



2026-009-ITB / Janitorial Services for City Facilities
Issued June 24, 2026

BID TABULATION

BIDDER NAME	Baza Services LLC	APPRO, Inc.	T&V Cleaning Services, LLC	ALZD LLC dba Patriot Pro Clean	Alabama Cleaning Service
All Forms with Original Signatures	Y	Y	Y	Y	Y
Met Prequalification Requirements	Y	Y	Y	Y	Y
Bid Bond	Y	Y	Y	Y	Y
Certificate of Insurance	Y	Y	N	Y	Y
E-Verify Enrollment	Y	Y	Y	Y	Y
Acknowledged Addendum #1	Y	Y	Y	Y	Y

MONTHLY COST – COMMUNITY CENTER	\$4,788.00	\$5,704.60	\$9,471.58	\$7,650.00	\$11,384.74
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Optional Services

1 annual carpet extraction	\$3,600.00	\$400.00	\$2,457.50	\$5,100.00	\$1,920.00
COVID disinfecting	\$700.00	\$150.00	\$780.00	\$50.00	\$450.00
2 cleanings all windows	\$1,800.00	\$1,440.00	\$3,750.00	\$1,500.00	\$4,100.00
Hourly labor rate – polling days	\$18.00	\$18.85	\$30.00	\$45.00	\$27.99

MONTHLY COST – MADISON MEETING HALL	\$3,654.00	\$4,217.79	\$3,492.50	\$5,350.00	\$7,250.32
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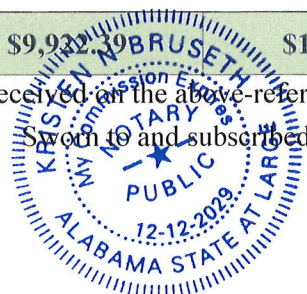
Optional Services

1 annual carpet extraction	\$900.00	\$400.00	\$754.00	\$2,280.00	\$220.00
COVID disinfecting	\$500.00	\$960.00	\$240.00	\$50.00	\$150.00
2 cleanings all windows	\$1,000.00	\$500.00	\$650.00	\$850.00	\$250.00
2 LVT flooring strip and rewax	\$1,800.00	\$4,600.00	\$3,420.00	\$2,600.00	\$8,910.00

TOTAL MONTHLY COMBINED COST	\$8,442.00	\$9,922.39	\$12,964.08	\$13,000.00	\$18,635.06
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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 12th day of August, 2026.
Kristen N. Bruseeth
Notary Public

RESOLUTION NO. 2026-305-R

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTOR SERVICES
WITH STRUTHERS RECREATION, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a contractor services agreement with Struthers Recreation, LLC, for the purchase and installation of shade equipment for Sunshine Oaks located at 228 Mose Chapel Road, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor 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 Struthers Recreation, LLC, in the amount(s) and manner authorized by the quotation accepted by passage of this Resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of August 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and Struthers Recreation, LLC, hereinafter referred to as the “Contractor.”

WITNESSETH:

1. **Scope of Work:** For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to complete the installation of shade equipment at Sunshine Oaks (the “Work”) in accordance with Owner’s plans, specifications, and directions and in accordance with the following exhibits, which are attached to this Agreement and incorporated into it by reference:

(a) **Exhibit A:** Quote 107115-01-02 dated 7/27/2026 for the purchase and installation of shade equipment at Sunshine Oaks

(b) **Exhibit B:** Layout Plan depicting placement of shade installation

(c) **Exhibit C:** Product Reference Drawing

2. **Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor by monthly progress payments the total sum of **thirty-eight thousand four hundred sixteen dollars and twenty-one cents (\$38,416.21)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

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

4. **Term of Agreement:** This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their

duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City's acknowledgement of Contractor's fulfillment of the terms of the Scope of Work contained herein.

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

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

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

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

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

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

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

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

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

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

12. Termination: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working

days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

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

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

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

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

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

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

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

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

21. Notices:

All notices to the City shall be addressed as follows:
City of Madison Facilities & Grounds Department
Attn: Director
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed as follows:
Struthers Recreation, LLC
3296 Pelham Pkwy
Pelham, Alabama 35124

22. Counterparts: This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

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

**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 _____, 2026.

Notary Public

Struthers Recreation, LLC

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

20

COUNTY OF _____ §

§

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

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

Notary Public

QUOTE

107115-01-02 • 07/27/2026



Sunshine Oaks Shade R1

Customer:

City of Madison Parks and Recreation in
Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Prepared for:

Chris Holmes
chris.holmes@madisonal.gov

Prepared by:

P.O. Box 1178
Pelham, AL 35124
P:205.663.5058
www.struthersrecreation.com

Ship to Zip: 35758

Quantity	Part #	Description	Unit Price	Amount
3	QRI192	GT-Shade - GTCU141410IG CANTI UMB 14X14X10 W/GLD	\$7,462.00	\$22,386.00
1	INSTALL	Struthers Recreation - Installation of Shades	\$15,090.00	\$15,090.00

Sub Total	\$37,476.00
Discount	(\$671.58)
Freight	\$1,611.79
Grand Total	\$38,416.21

QUOTE

107115-01-02 • 07/27/2026



Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at \$1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc be completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

107115-01-02 • 07/27/2026



Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **\$38,416.21**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or

Custom Color Selections from www.gametime.com/colors :

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

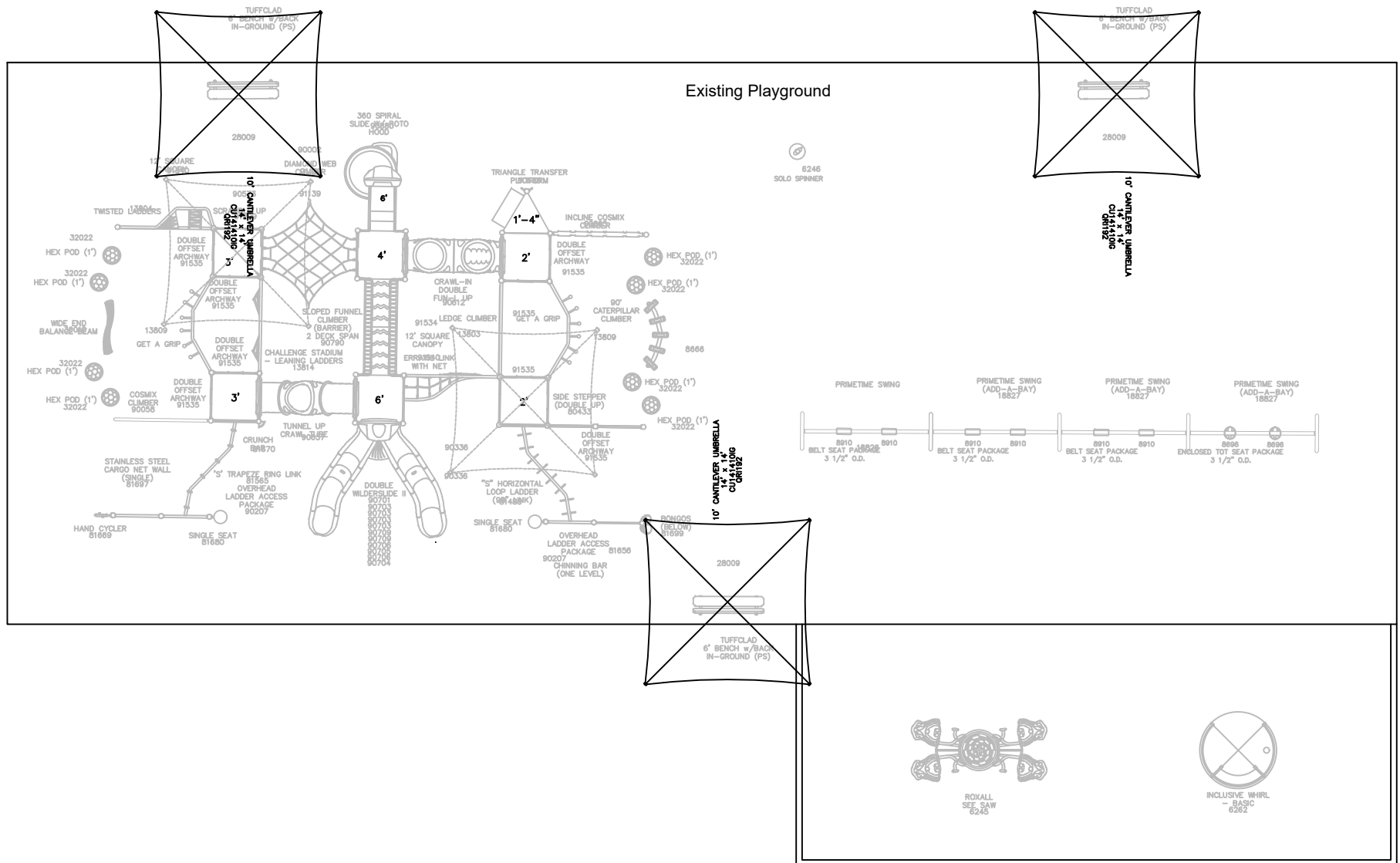
Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____



CANTILEVER UMBRELLA SHADE

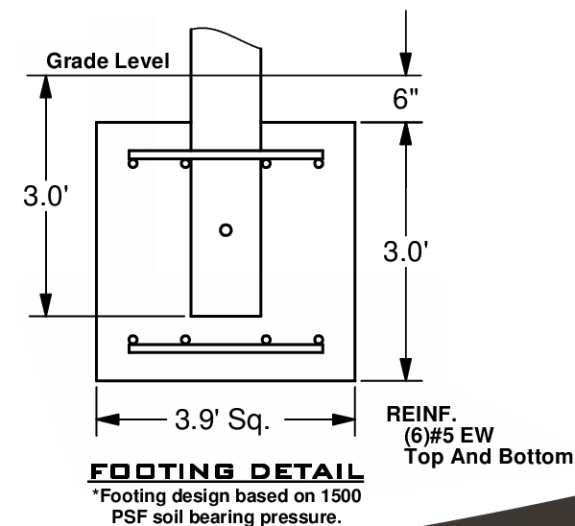
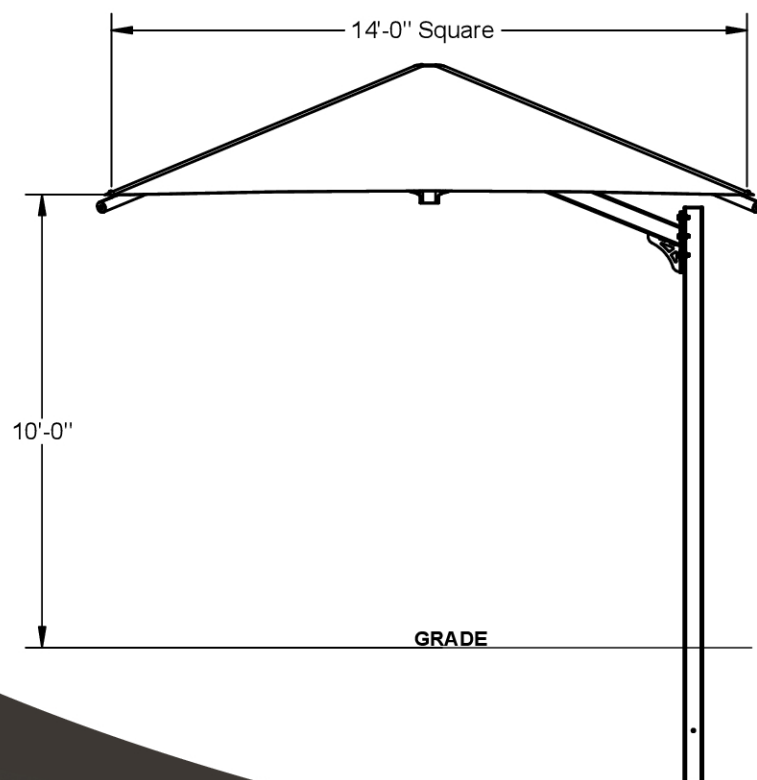
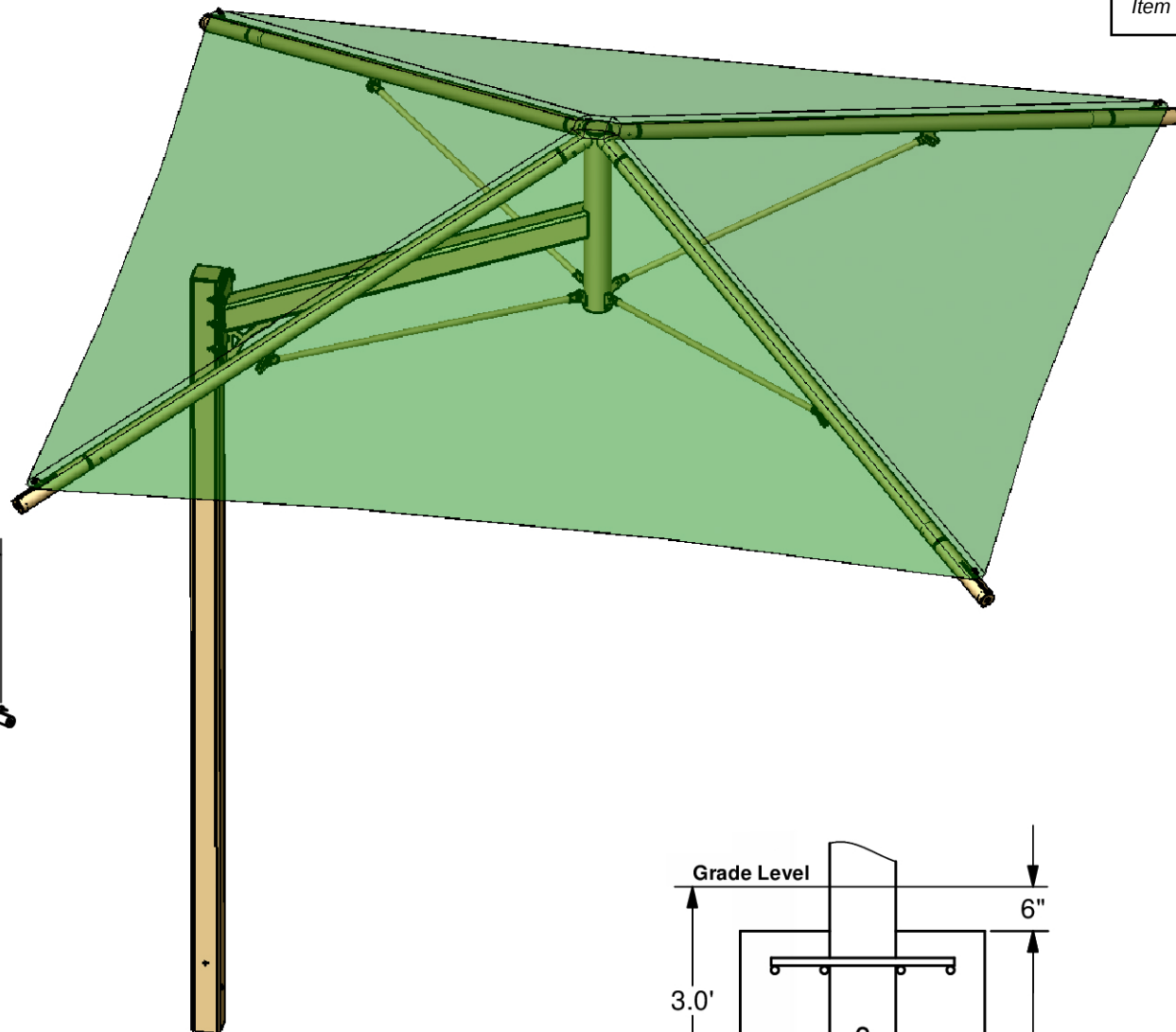
14' x 14' x 10'

MODEL #:

CU141410IG (With Glide Elbows)

CU141410IN (Without Glide Elbows)

REF.#	PART DESCRIPTION	QTY.
1	Column - 5" Sq. w/ Mounting Plate	1
2	Cantilever Arm/Crown - 5" Sq. / Ø5" / Ø2 7/8"	1
3	Rafter - Ø2 7/8" Swaged w/ Adjustment Plate	4
4	Strut - Ø1 1/4" Rigid	4
5	Canopy - 14' x 14' w/ Cable Insert	1
6	Hardware Kit	1



These drawings are for reference only and should not be used as construction details. Materials, fasteners, and foundations are subject to change if professionally sealed engineering drawings are required. Designed for 93 MPH Basic Wind Speed.

ORDINANCE NO. 2026-295**AN ORDINANCE DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING RELATED DISPOSITIVE ACTIONS**

WHEREAS, pursuant to Resolution No. 2017-283-R, the City of Madison acquired a parcel located on Kyser Boulevard from Papa Jack's, Inc.; and

WHEREAS, in connection with an economic development project, the parcel was subdivided, and an electrical substation was built on one half of the parcel; and

WHEREAS, ninety-three hundredths (0.93) of an acre of the parcel ("the Property") remains undeveloped, 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:

Lot 4, a Re-subdivision of Lot 3, Gin Oaks Subdivision, Plat Book 17, Page 77 in the Madison County Probate Judge's Office

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 24th day of August, 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

EXHIBIT A

Source: Subdivision Plat – Detailed View

RESOLUTION NO. 2026-306-R

**A RESOLUTION AUTHORIZING MAYOR TO ACCEPT PROPOSAL
FROM CRUNKLETON & ASSOCIATES, LLC, FOR REAL ESTATE BROKERAGE
SERVICES FOR KYSER BOULEVARD PROPERTY**

WHEREAS, pursuant to Ordinance No. 2026-295 the City Council of the City of Madison, Alabama, declared property located on Kyser Boulevard (herein “the Property”) no longer needed for public or municipal purposes and authorized the Mayor to solicit offers for the Property; and

WHEREAS, the Mayor recommends that the City engage an experienced commercial real estate broker to market the property and solicit offers on behalf of the City;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a proposal from Crunkleton & Associates, LLC, for real estate services to market the sale of the Property, according to the terms of the attached “Exclusive Listing Agreement,” which is attached to this Resolution, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, upon presentation of a purchase offer and terms of sale of the Property acceptable to the City Council, the City Council will disclose and consider the terms of the sale in a subsequent meeting and formally authorize the disposition of the property; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the marketing proposal preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Crunkleton & Associates, LLC, for marketing services listed in the attached proposal.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of August 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of August 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-307-R

A RESOLUTION AUTHORIZING A LETTER OF CONSENT WITH THE CITY OF GADSDEN, ALABAMA, FOR THE OPERATION OF A TELECOMMUNICATIONS FACILITY.

WHEREAS, pursuant to Title 47 of the C.F.R. Section 90.621(b) (2025), an applicant seeking to license a radio facility located less than 88 km from an existing co-channel radio facility must obtain a letter of consent from each co-channel facility within that distance that may be affected; and

WHEREAS, the City of Gadsden, Alabama ("Gadsden") has submitted a license application for a communications facility located as described in the Letter of Consent attached hereto (the "Letter"); and

WHEREAS, the City of Madison, Alabama (the "City") has a communications facility that lies within 88 km of Gadsden's facility; and

WHEREAS, Gadsden has requested that the City sign the Letter consenting to the operation of Gadsden's facility within 88 km of the City's facility; and

WHEREAS, the City desires to consent to the operation of Gadsden's facility;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute, on behalf of the City, an agreement substantially similar in purpose, intent, and composition to the document attached hereto and identified as the "Letter of Consent" (the "Letter").

BE IT FURTHER RESOLVED that the Mayor and City Clerk-Treasurer are hereby authorized and directed to execute, seal, attest, and deliver such other agreements, undertakings, and documents incidental or related to the Letter and the actions contemplated therein, and to take such other necessary and appropriate action to carry out the transactions contemplated by this Resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of September 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 September 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

Federal Communications Commission
 1270 Fairfield Road
 Gettysburg, PA 17325

RE: Letter of consent

City of Madison understands that the City of Gadsden plans to operate a radio facility less than 88 km from our system on the following channels –

1. 856.4875 MHz (Co-Channel)

Our system is fully constructed and operational under callsign WQFT765.

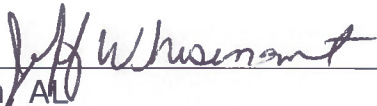
We will comply with FCC Rule Section 90.621(b).

Certificate of Service: City of Gadsden has provided us with a copy of the application(s).

With these provisions, we have no objections to City of Gadsden using these frequencies.

Dated: 7-27-2026

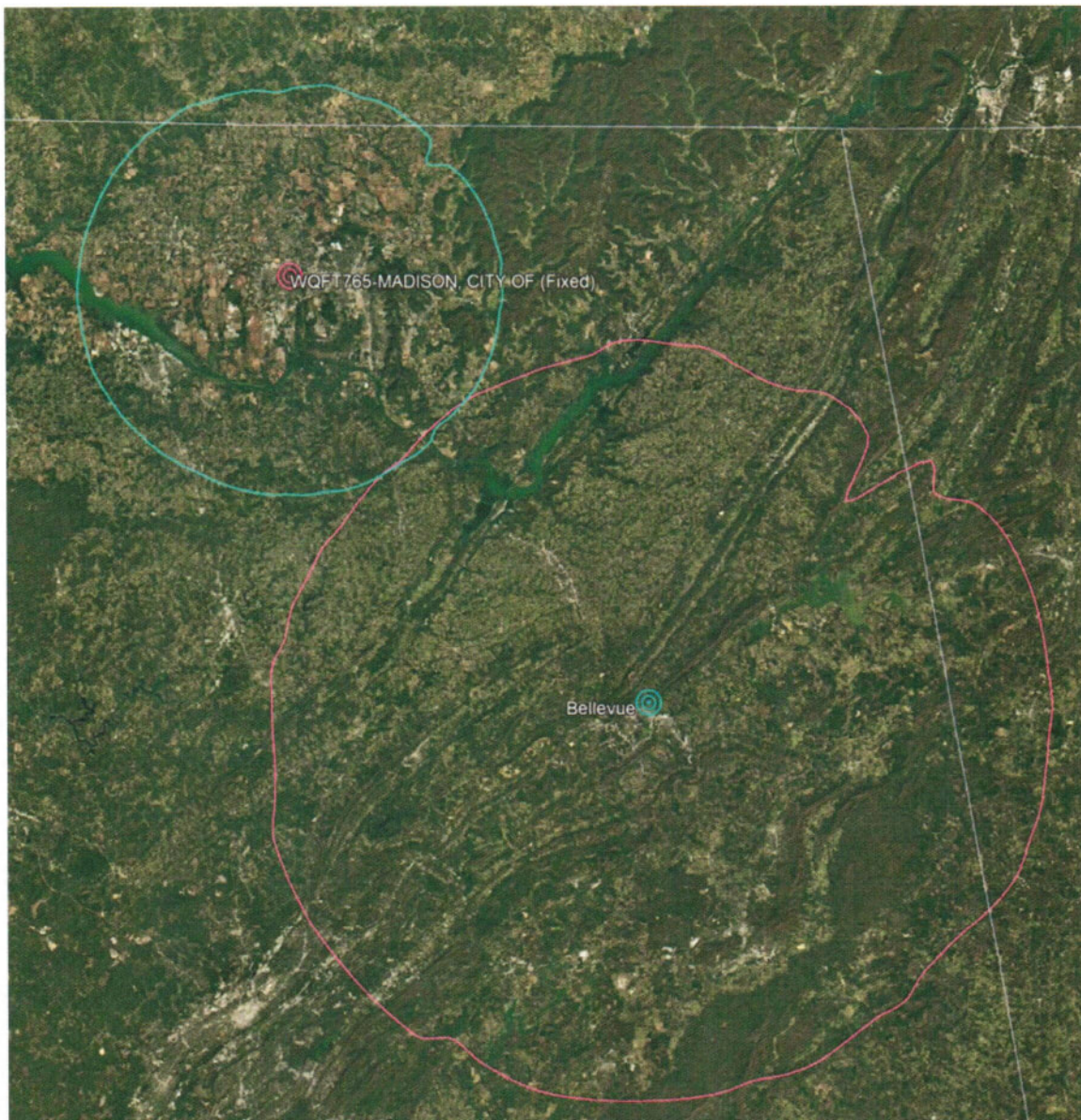
Authorized Signature: _____
 Name: City of Madison, AL
 Title:

Authorized Signature: 
 Name: City of Gadsden, AL
 Title: Director IT

Interference Contour Study

Red: 22 dBu, F(50,10) Interference Contour

Blue: 40 dBu F(50,50) Service Contour



RESOLUTION NO. 2026-308-R

**A RESOLUTION AUTHORIZING AGREEMENT WITH MADISON COUNTY FOR
COLLECTION AND DISPOSAL OF SOLID WASTE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an agreement with Madison County, Alabama, an Alabama public corporation, for the collection and disposal of household solid wastes from all residences within the city limits of Madison, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Solid Waste Collection and Disposal 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 Madison County, Alabama, in the amount(s) and manner authorized by the agreement contemplated 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 24th day of August, 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 24th day of August, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

This SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT (this "Agreement"), dated as of _____, 2026 (the "Effective Date"), is made between Madison County, Alabama ("the County"), and City of Madison, Alabama, an Alabama public corporation ("the City"). The County and the City are collectively referred to herein as the "Parties."

RECITALS

- A. The County collects, hauls, and disposes of household solid wastes within its unincorporated areas.
- B. Pursuant to Code of Alabama, § 22-27-5(a), counties are permitted to enter into mutual agreements with municipalities to jointly or individually collect, haul, and dispose of solid wastes.
- C. The City desires to engage the County to provide certain solid waste collection and disposal services for the City, pursuant to the terms and conditions of this Agreement.
- D. The County desires to provide certain solid waste collection and disposal services for the City, pursuant to the terms and conditions of this Agreement.
- E. The Parties (and their governing bodies) agree it is mutually economical and feasible for the County to collect, haul, and/or dispose of solid wastes generated within the municipal limits of the City, pursuant to the terms and conditions of this Agreement.

Accordingly, the Parties hereby agree as follows:

1. **DEFINITIONS AND INTERPRETATION.**

1.1 **Definitions.** The Parties acknowledge the capitalized terms in this Agreement shall have the meanings ascribed below and/or elsewhere in this Agreement:

- (a) **"Bulk/Commercial Solid Waste(s)"** means any non-liquid materials or substances that are generally discarded or rejected as being spent, useless, or worthless to the owners at the time of such discard or rejection that does not fit within a County-provided receptacle and/or that is discarded by a multi-family residence or an industrial, commercial or retail enterprise, including garbage, trash, refuse, industrial and commercial waste, rubbish, ashes, contained gaseous materials, incinerator residue, and construction and demolition waste; provided, however, that "Bulk/Commercial Solid Waste(s)" shall not include **"Household Solid Waste(s)"** and/or **"Unacceptable Waste(s)"**.
- (b) **"Customer(s)"** means any Person within the City who is approved to and does use the Services and who receives a bill from Athens Utilities for the Services.
- (c) **"Loss(es)"** means any loss, claim, judgment, award, liability, damage, injury, cost, fine, penalty, or expense, including, but not limited to reasonable attorney's fees, court costs, litigation fees and expenses, expert witness fees, pre- or post-judgment interest, and all other fees and costs.
- (d) **"Party"** means the County or City, and **"Parties"** means the County and City.

- (e) **"Person(s)"** means natural persons, governments (and agencies or departments thereof), quasi-public entities, corporations, partnerships, ventures, trusts, and all other forms of organization, association, or business entity.
- (f) **"Rate Schedule"** means the County's current rates and rate schedule (as shown in Exhibit A), and any future rates and rate schedules.
- (g) **"Service(s)"** means the collecting, hauling, and/or disposing of Household Solid Wastes by the County for the City under this Agreement.
- (h) **"Household Solid Waste(s)"** means any nonliquid materials or substances that are generally discarded or rejected as being spent, useless, or worthless to the owners at the time of such discard or rejection into a County-provided receptacle, including household garbage, trash, refuse, rubbish, ashes, and contained gaseous materials; provided, however, that **"Household Solid Waste(s)"** shall not include **"Commercial Solid Waste(s)"** and/or **"Unacceptable Waste(s)"**.
- (i) **"Unacceptable Waste(s)"** means all or any portion of a material, substance or Solid Waste that is not acceptable waste and/or is a hazardous waste, including sewage sludge, livestock and poultry wastes, herbicides, pesticides, gaseous products and their containers (except household types), motor vehicles and their parts, boats and their parts, utility trailers, pharmaceutical products (other than those for normal household use), pathological wastes and wastes controlled by other federal; state or local governmental entities.

1.2 **Construction and Interpretation.** The Parties hereby acknowledge this Agreement shall be construed and interpreted as follows:

- (a) This Agreement shall be construed neutrally and shall not be construed against any Party.
- (b) The paragraph headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (c) If any provision of this Agreement is held to be unenforceable for any reason, it shall be revised rather than voided, if possible, in order to achieve the intent of the Parties to this Agreement to the extent possible.
- (d) Where the context makes it appropriate, each singular word shall include its plural, and each plural word shall include its singular.
- (e) Unless the context otherwise requires, the conjunction "or" shall be understood in its inclusive sense (and/or).
- (f) The words "include," "includes" and "including" shall be deemed as being an illustration or for emphasis only and shall not to be construed so as to limit the generality of any words preceding them.
- (g) The words **"other"** and **"otherwise"** shall not to be construed as being limited by any words preceding them.

- (h) Unless otherwise specified, "**section(s)**" and "**exhibit(s)**" referred to in this Agreement shall be the sections of and exhibits to this Agreement.
- (i) The words "**writing**" and "**written**" shall not include electronic mail or any other communication in electronic form.

2. **SERVICES.** Subject to the City's compliance with its obligations under this Agreement (including its payment obligations contained in section), the County hereby agrees to provide the Services within the municipal limits of the City--both in the County and in Limestone County, Alabama. The County will also provide Customers, at its expense, an approved receptacle for the discard of Household Solid Wastes. The County shall not be responsible for collecting, hauling and/or disposing of Bulk/Commercial Solid Wastes and/or Unacceptable Wastes. All Bulk/Commercial Solid Wastes shall be the sole responsibility of the City and/or its duly authorized contractor.

3. **PAYMENT.** The City shall pay the County a flat fee of \$67,450.00 per month. The flat fee is based on an estimated total number of Customers receiving the Services as of the Effective Date of this Agreement. A flat fee of \$67,450.00 per month shall be paid by the City for a period of (1) one year, beginning on the Effective Date of this Agreement, and continuing for a period of (1) one year. At the end of the one (1) year term, the County shall adjust the flat fee rate as appropriate based on an estimated total number of Customers receiving the Services at the end of the one (1) year term. The County shall notify the City of the adjusted flat fee rate at least thirty (30) days before the start of the second-year term of the Agreement.

The City shall pay the County the amount of \$67,450.00 for Services by the first day of each month. A finance charge of twelve percent (12%) per annum shall accrue if the County does not receive payment by the City by the first day of each month during the term of the Agreement and shall continue to accrue until the City makes all outstanding payments in full. The City hereby acknowledges and agrees that the County may, at any time and within its sole discretion, modify, supplement, change and/or increase its rates for Services, rate structure, Rate Schedule and other costs, fees, or charges associated with the Services as long as all such changes are also being applied in the same amount and manner to all other County garbage customers. The City shall, and hereby agrees to, take any and all actions necessary to make its rates for collecting, hauling, and/or disposing of Household Solid Wastes consistent with the Rate Schedule, including making the Rate Schedule binding upon the Customers, providing any and all requisite notices, and obtaining all required consents for the County to provide the Services.

4. **TITLE TO HOUSEHOLD SOLID WASTES AND UNACCEPTABLE WASTE.** All right, title, and interest in and to Household Solid Wastes obtained by provision of the Services shall pass to the County when placed in or upon the County's collection vehicle; provided, however, that no right, title, or interest in and to Unacceptable Waste shall ever pass to the County. The Customer shall retain all rights, title, and interest in and to Unacceptable Waste. The County may refuse to collect the entire receptacle, container, bag, or bundle of Household Solid Waste if all or any portion contains Unacceptable Waste. If the County inadvertently collects Unacceptable Waste, then it will notify the City, which shall be financially responsible for the proper disposal and remediation costs associated with such Unacceptable Waste. The City hereby releases the County from any and all Losses concerning, relating to, and/or associated with collecting, hauling, disposing of, and/or remediating the effects of Unacceptable Waste.

5. TERM, SUSPENSION, AND TERMINATION.

5.1 **Initial Term.** This Agreement shall be in effect from the Effective Date for a period of two (2) years, unless it is terminated in accordance with this section 5.

5.2 **Suspension and Termination for Breach.** The County may immediately suspend Services, and subsequently terminate this Agreement for cause by giving ten (10) days written notice of such termination, to the City in the event that: (i) the City fails to timely pay the County; (ii) the City breaches or defaults under any other provision of this Agreement; or (iii) the City fails to satisfactorily resolve problems with Unacceptable Waste. Upon giving its notice of termination, the County may take such other action as may be consistent with the termination of the business relationship.

5.3 **Termination without Cause.** Either Party shall have the right at any time, by giving sixty (60) days written notice to the other Party, to terminate this Agreement without cause.

5.4 **Termination by Health Officer.** If this Agreement fails to be in the best interest of the health, safety, and welfare of the Customers, the appropriate state health officer shall have the right, by giving thirty (30) days written notice to the Parties, to terminate this Agreement consistent with Code of Alabama, § 22-27-5(a).

5.5 **Survival of Payment Obligation.** All amounts payable by the City to the County shall survive termination and become immediately due and payable, regardless of the manner of termination.

6. INDEMNIFICATION.

6.1 **Indemnification by the County.** The County shall indemnify and hold the City harmless from and against any Losses finally awarded in connection with any claim, suit, demand, action, cause of action or other proceeding brought by another Person arising from, based on, or relating in any way to (a) the County's breach of or default under any provision of this Agreement; or (b) the County's negligent and/or willful misconduct or unlawful acts in performing its obligations pursuant to this Agreement; provided, however, that the County shall not be obligated to indemnify or hold the City harmless unless the City promptly notifies the County in writing of the claim, suit, demand, action, cause of action or other proceeding, allows the County to control the defense and participate in the settlement of such claim, suit, demand, action, cause of action or other proceeding, and cooperates with the County in the defense of the claim, suit, demand, action, cause of action or other proceeding or in any related settlement negotiations.

6.2 **Indemnification by the City.** The City shall indemnify and hold the County harmless from and against any Losses finally awarded in connection with any claim, suit, demand, action, cause of action or other proceeding brought by another Person arising from, based on, or relating in any way to the City's breach of or default under any provision of this Agreement or the City's negligent and/or willful misconduct or unlawful acts in performing its obligations pursuant to this Agreement. Provided, however, that the City shall not be obligated to indemnify or hold the County harmless unless the County promptly notifies the City in writing of the claim, suit, demand, action, cause of action or other proceeding, allows the City to control the defense and participate in the settlement of such claim, suit, demand, action, cause of action or other proceeding, and cooperates with the City in the defense of the claim, suit, demand, action, cause of action or other proceeding or in any related settlement negotiations.

7. **DISCLAIMER AND EXCLUSION OF WARRANTIES.**

7.1 **General Disclaimer and Exclusion of Warranties.**

THE CITY ACKNOWLEDGES THAT THE SERVICES FURNISHED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF PERFORMANCE, TIMELINESS, AVAILABILITY, THIRD-PARTY RIGHTS, SATISFACTORY QUALITY, UNINTERRUPTION, SUFFICIENCY OR AGAINST INTERFERENCE WITH ANY PERSON'S ENJOYMENT OF THE SERVICES; NOR ARE THERE ANY WARRANTIES CREATED BY THE COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. THE CITY ACKNOWLEDGES THAT NO ORAL OR WRITTEN REPRESENTATION, STATEMENT, OR INFORMATION PROVIDED BY THE COUNTY BEFORE, DURING, OR AFTER THE EFFECTIVE DATE WILL CREATE A WARRANTY.

7.2 The disclaimers and exclusions contained in section 7.1 of this Agreement are an essential part of this Agreement and formed the basis for determining the terms and conditions of this Agreement.

8. **GENERAL TERMS.**

8.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

8.2 **Dispute Resolution.** The Parties expressly agree that any controversy, claim, suit, demand, action, cause of action, or other proceedings arising from, based on, or relating in any way to this Agreement, including, the existence, validity, interpretation, performance, breach or termination of this Agreement, the Services, or the Parties' business relationship shall be brought and decided solely and exclusive in a court of competent jurisdiction located in or embraced by Madison County, Alabama, and nowhere else. The City hereby expressly waives any rights or defenses within any other jurisdiction to require that a civil action regarding this Agreement, the Services, or the Parties' business relationship take place elsewhere. The City hereby waives any objection on grounds of forum *non conveniens*, venue, or personal jurisdiction to proceeding solely and exclusively in the above-referenced courts.

8.3 **Independent Contractors.** The County's and the City's relationship is solely that of independent seller of services and buyer of services, respectively. Except as otherwise provided in this Agreement, neither Party has the express or implied authority to assume or create any obligation on the other Party's behalf, and shall disclaim any such authority whenever necessary to avoid confusion. In no case shall a Party or any other Person subject to its control, if any, be deemed the other Party's agent or representative, nor shall a Party or any other Person subject to its control, if any, have the right to conclude any contract or commitment in the other Party's name, or to make any representation, guarantee, or warranty on behalf of the other Party to any other Person. Nothing in this Agreement shall be construed to create any association, partnership, or joint venture between the Parties.

8.4 **Assignment.** Neither Party is permitted to assign, delegate, transfer, by operation of law or otherwise, this Agreement, nor any rights or duties created by this Agreement, including payment for services provided by the County pursuant to this Agreement, without the prior written consent of the other Party. Any attempted assignment, delegation, or transfer of this Agreement without such written consent shall be void and of no effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

8.5 **Force Majeure and Excusable Delays.** Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of either Party (not including the obligations in section 3) shall not constitute a breach of this Agreement and that Party shall not be liable for any act or omission due to such conditions. The County's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control. The City acknowledges that conditions beyond the County's reasonable control include, but are not limited to unavailability of or inability to secure labor or materials, defaults by the County's consultants, vendors, suppliers or service providers, failure of the City or Customers to provide information or materials, failure of the City or Customers to provide access, delays based on the City's and/or its Customers' negligent or unreasonable acts or omissions, natural disasters (such as fire, flood, earthquake, hurricane, tornado, and wind), accidents, acts of or actions by any government or governmental agency after the Effective Date of the Agreement, quarantine restrictions, power failure, acts of God or the public enemy, labor disputes or shortages, strikes, transportation embargoes, riots, war, rebellion, insurrection, sabotage, epidemics, judicial actions or orders, and such events of force majeure affecting the County's ability to provide the Services.

8.6 **Third Party Rights.** Nothing in this Agreement shall be construed as giving any Person (including one or more Customers), other than the Parties, any right, remedy, or claim under or in respect of this Agreement or any provision of this Agreement.

8.7 **Notices.** Any required or permitted notice to be given under this Agreement shall be given in writing and delivered either in hand with receipt obtained, by certified mail, return receipt requested, postage pre-paid, or by Federal Express or other recognized overnight delivery service, all delivery charges pre-paid, and addressed (with confirmation of delivery):

If to County: Madison County Commission 100 Northside Square, 7th Floor Huntsville, Alabama 35801	If to the City: City of Madison, Alabama Public Works Department 100 Hughes Road Madison, Alabama 35758
With a copy to: Madison County Attorney 100 Northside Square, 7th Floor Huntsville, Alabama 35801	With a copy to: City Attorney City of Madison Legal Department 100 Hughes Road Madison, Alabama 35758

8.8 **Severability.** If any provision of this Agreement is declared void, invalid, or illegal, or unenforceable by a court of competent jurisdiction, then the validity or legality of all other provisions of the Agreement shall continue in full force and effect.

8.9 **Survival.** The Parties hereby acknowledge and represent that they have read this Agreement, understand it, and agree to be bound by its terms. The Parties further hereby acknowledge and represent that this Agreement (and exhibits thereto) and future Rate Schedules from the County constitute the complete and exclusive agreement between the Parties. The Parties hereby acknowledge and represent that the provisions of sections 3, 5.6 and 6-8, as may be amended or modified from time to time, shall survive termination or expiration of this Agreement.

8.10 **Modification and Waiver.** Any failure of either Party to enforce, at any time or for any period of time, any provision of this Agreement, shall not constitute a waiver of such provision or in any way affect the validity of this Agreement. Except as otherwise provided in this Agreement, no change, modification, waiver, amendment, or supplementation will be effective unless assented to in writing by the

Party to be charged, and any explicit, written waiver of a breach or default shall not constitute a waiver of any other right under this Agreement or any subsequent breach or default.

8.11 **Warranty of Authority.** The Parties, and the signatory for each Party, hereby acknowledge, represent, and warrant that each of them has the right and authority to execute this Agreement on behalf of that Party and the Party's governing body.

8.12 **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which, when delivered, is an original, but all of which taken together constitute one and the same instrument.

8.13 **Exhibits and Referenced Documents.** All exhibits and other documents (or portions of other documents as the case might be) referred to in this Agreement are incorporated by this reference.

8.14 **Complete Agreement.** This Agreement with its exhibits and other documents or portions of documents contains the Parties' entire agreement and supersedes all prior communications, representations, understandings, or agreements, oral or written, regarding its subject matter.

The undersigned hereby declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by the Parties, after consultation with legal counsel of their choosing, on the date first identified on page 1 of this Agreement.

CITY OF MADISON, ALABAMA,
a municipal corporation

By: _____
Ranae Bartlett, Mayor

ATTEST:

Lisa D. Thomas
City Clerk-Treasurer

MADISON COUNTY, ALABAMA

By: _____
Rex Vaughn, Chairman
Madison County Commission

ATTEST:

Kindell Anderson
County Administrator

EXHIBIT A
Rate Schedule
(as of Effective Date)

<i>Amount</i>	<i>Description</i>
\$8.00	1 residential cart, reduced rate (subject to qualification)
\$13.50	1 residential cart
\$18.50	2 residential carts
\$23.50	3 residential carts
\$45.00	Commercial (up to 3 carts)

ORDINANCE NO. 2026-237

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

WHEREAS, on June 4, 2026, the owner of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

11356 Cardinal Drive

**LOT 73A IN MORRIS ESTATES, ADDITION NO.4, AS RECORDED IN PLAT BOOK F,
PAGE 129, PROBATE RECORDS OF LIMESTONE COUNTY, ALABAMA.**

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

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

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

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

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

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

11356 Cardinal Drive

LOT 73A IN MORRIS ESTATES, ADDITION NO.4, AS RECORDED IN PLAT BOOK F, PAGE 129, PROBATE RECORDS OF LIMESTONE COUNTY, ALABAMA.

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

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

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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 24th day of August 2026.

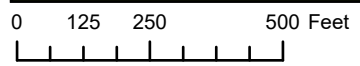
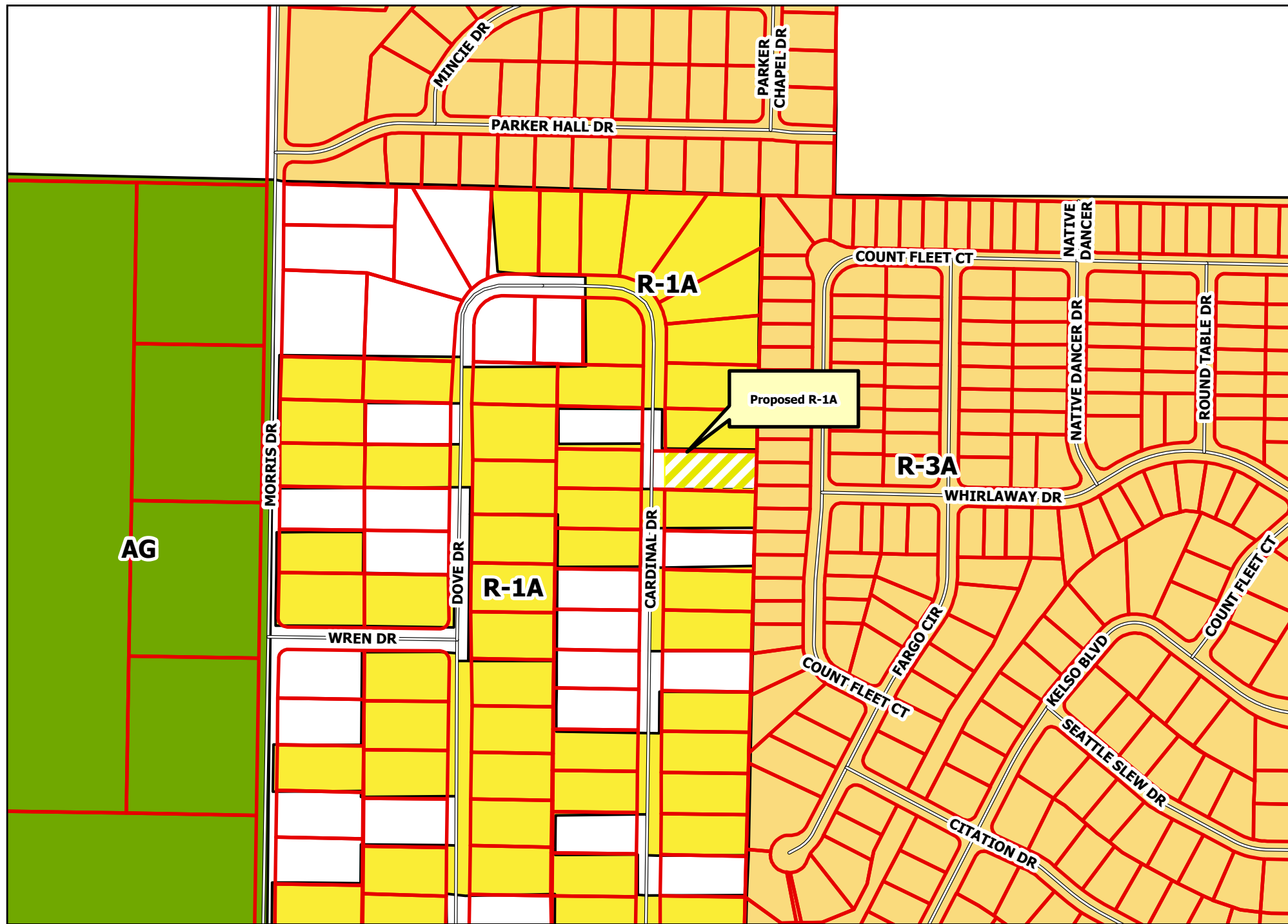
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



**11356 Cardinal Drive
Proposed R-1A Zoning**

ORDINANCE NO. 2026-250

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

WHEREAS, on June 26, 2026, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

10569 Burgreen Road

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE IN THE APPROXIMATE CENTER OF BURGREN ROAD AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 31 MINUTES 50 SECONDS EAST ALONG THE APPROXIMATE CENTER OF SAID ROAD AND ALONG THE EAST BOUNDARY OF SAID SECTION 12 FOR A DISTANCE OF 2273.10 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 00 DEGREES 31 MINUTES 50 SECONDS EAST ALONG THE APPROXIMATE CENTER OF SAID ROAD AND ALONG THE EAST BOUNDARY FOR A DISTANCE OF 9.54 FEET TO A POINT;

THENCE LEAVING THE EAST BOUNDARY OF SAID SECTION 12, CONTINUE ALONG THE APPROXIMATE CENTER OF BURGREN ROAD AS IT CURVES TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 4440.80 FEET, AN ARC LENGTH OF 136.63 FEET, A CHORD BEARING OF SOUTH 04 DEGREES 07 MINUTES 35 SECONDS WEST FOR A CHORD DISTANCE OF 136.63 FEET TO A POINT;

THENCE LEAVING THE APPROXIMATE CENTER OF SAID ROAD, SOUTH 87 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 344.53 FEET TO A SET ½ INCH REBAR STAMPED "ATHENS LS CA-0292-LS", PASSING A SET ½ INCH REBAR STAMPED "ATHENS LS CA-0292-LS" ON THE WEST RIGHT-OF-WAY MARGIN OF SAID ROAD AT A DISTANCE OF 30.30 FEET;

THENCE NORTH 87 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 357.00 FEET TO THE POINT OF BEGINNING, PASSING AN EXISTING ½ INCH REBAR ON THE WEST RIGHT-OF-WAY MARGIN OF BURGREN ROAD AT A DISTANCE OF 327.00 FEET.

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

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

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

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

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

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

10569 Burgreen Road

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE IN THE APPROXIMATE CENTER OF BURGREEN ROAD AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 31 MINUTES 50 SECONDS EAST ALONG THE APPROXIMATE CENTER OF SAID ROAD AND ALONG THE EAST BOUNDARY OF SAID SECTION 12 FOR A DISTANCE OF 2273.10 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY;

THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 00 DEGREES 31 MINUTES 50 SECONDS EAST ALONG THE APPROXIMATE CENTER OF SAID ROAD AND ALONG THE EAST BOUNDARY FOR A DISTANCE OF 9.54 FEET TO A POINT;

THENCE LEAVING THE EAST BOUNDARY OF SAID SECTION 12, CONTINUE ALONG THE APPROXIMATE CENTER OF BURGREEN ROAD AS IT CURVES TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 4440.80 FEET, AN ARC LENGTH OF 136.63 FEET,

A CHORD BEARING OF SOUTH 04 DEGREES 07 MINUTES 35 SECONDS WEST FOR A CHORD DISTANCE OF 136.63 FEET TO A POINT;

THENCE LEAVING THE APPROXIMATE CENTER OF SAID ROAD, SOUTH 87 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 344.53 FEET TO A SET ½ INCH REBAR STAMPED “ATHENS LS CA-0292-LS”, PASSING A SET ½ INCH REBAR STAMPED “ATHENS LS CA-0292-LS” ON THE WEST RIGHT-OF-WAY MARGIN OF SAID ROAD AT A DISTANCE OF 30.30 FEET;

THENCE NORTH 87 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 357.00 FEET TO THE POINT OF BEGINNING, PASSING AN EXISTING ½ INCH REBAR ON THE WEST RIGHT-OF-WAY MARGIN OF BURGEE ROAD AT A DISTANCE OF 327.00 FEET.

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

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

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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 24th day of August 2026.

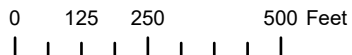
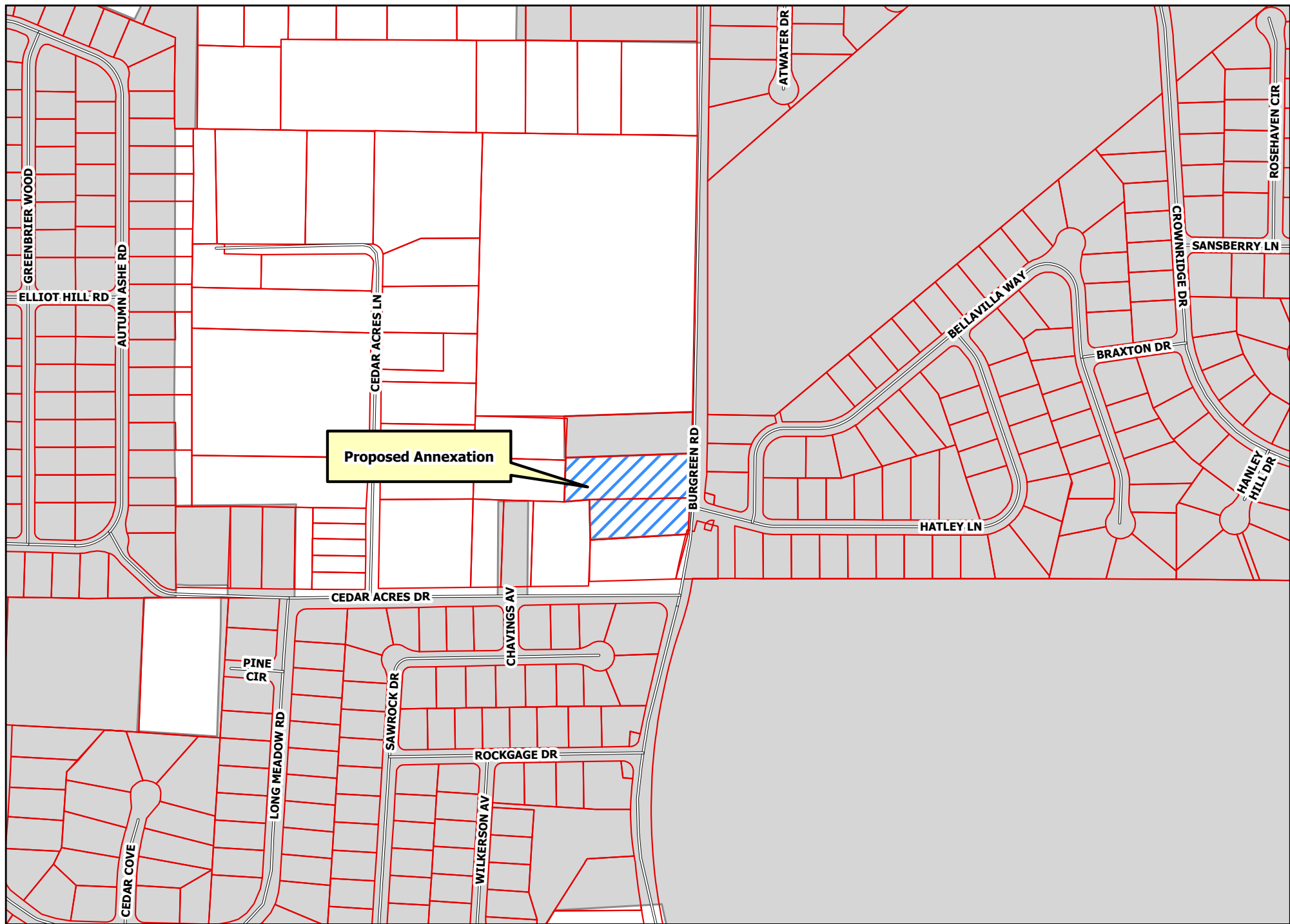
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



10569 Burgreen Road Proposed Annexation



ORDINANCE NO. 2026-298

**AN ORDINANCE FOR THE VACATION OF A PEDESTRIAN EASEMENT LOCATED
WITHIN 107 CABOT CIRCLE, LOT 7 OF BILTMORE BEND OF HERITAGE
PLANTATION SUBDIVISION**

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Judy P. Rawls and Michael W. Rawls** for the vacation of a portion of a pedestrian easement located within 107 Cabot Circle, Lot 7, of Biltmore Bend of Heritage Plantation Subdivision and further described as follows:

ALL THAT AREA IDENTIFIED AS A 25 FOOT PEDESTRIAN EASEMENT ON LOT 7, ACCORDING TO THE FINAL PLAT OF BILTMORE BEND OF HERITAGE PLANTATION, A RESUBDIVISION OF TRACT ONE AND A PORTION OF TRACT TWO OF HERITAGE PLANTATION, AS RECORDED IN PLAT BOOK 34, PAGE 37, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

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 pedestrian easement in favor of **Judy P. Rawls and Michael W. Rawls** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

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

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

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

ALL THAT AREA IDENTIFIED AS A 25 FOOT PEDESTRIAN EASEMENT ON LOT 7, ACCORDING TO THE FINAL PLAT OF BILTMORE BEND OF HERITAGE PLANTATION, A RESUBDIVISION OF TRACT ONE AND A PORTION OF TRACT TWO OF HERITAGE PLANTATION, AS RECORDED IN PLAT BOOK 34, PAGE 37, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA

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

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

City of Madison, Alabama,
a municipal corporation

Attest:

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

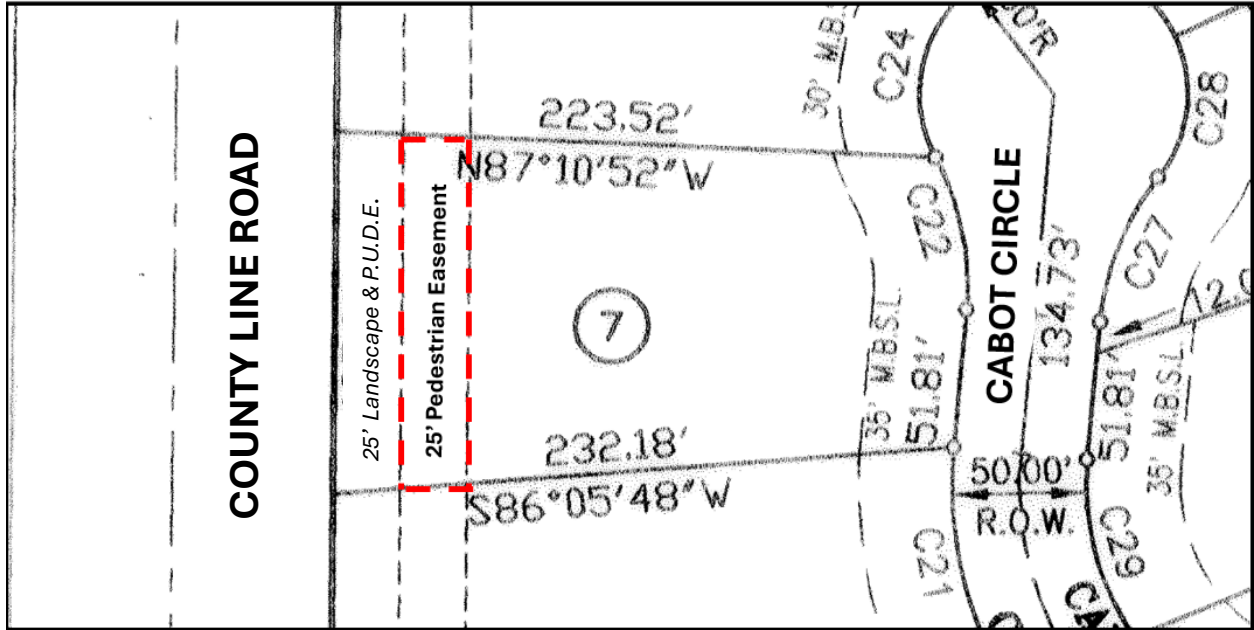
Lisa Thomas
City Clerk-Treasurer

§

§

§

Notary Public



ORDINANCE NO. 2026-300

AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 117 KENSINGTON DRIVE, LOT 50 OF BLOCK 3 OF WOODFIELD SUBDIVISION, FIRST ADDITION

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 **Jerry D. Wright & Bonnie L. Wright** for the vacation of a portion of a public utility and drainage easement located within 117 Kensington Drive, Lot 50 of Block 3 of Woodfield Subdivision, First Addition and further described as follows:

ALL THAT PART OF LOT 50, BLOCK 3 OF WOODFIELD SUBDIVISION, FIRST ADDITION, MADISON COUNTY, ALABAMA AS RECORDED IN PLAT BOOK 21, ON PAGE 14, IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A ½" CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 50.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 50, NORTH 44 DEGREES 09 MINUTES 57 SECONDS EAST A DISTANCE OF 8.77 FEET TO A POINT; THENCE LEAVING SAID BOUNDARY, NORTH 55 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 5.25 FEET TO A POINT; THENCE NORTH 59 DEGREES 25 MINUTES 57 SECONDS EAST A DISTANCE OF 14.83 FEET TO A POINT; THENCE NORTH 56 DEGREES 11 MINUTES 34 SECONDS EAST A DISTANCE OF 12.48 FEET TO A POINT ON THE EASTERLY MARGIN OF A 7.5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID MARGIN, TO A POINT OF INTERSECTION BETWEEN SAID 7.5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE NORTHERLY MARGIN OF A 5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT, SOUTH 45 DEGREES 55 MINUTES 19 SECONDS EAST A DISTANCE OF 21.39 FEET TO A POINT; THENCE LEAVING SAID MARGIN, SOUTH 44 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID LOT 50; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 45 DEGREES 55 MINUTES 19 SECONDS WEST A DISTANCE OF 28.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.007 ACRES, MORE OR LESS, ACCORDING TO A SURVEY DATED JULY 30, 2026.

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 public utility & drainage easement in favor of **Jerry D. Wright & Bonnie L. Wright** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of September 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

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

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

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

ALL THAT PART OF LOT 50, BLOCK 3 OF WOODFIELD SUBDIVISION, FIRST ADDITION, MADISON COUNTY, ALABAMA AS RECORDED IN PLAT BOOK 21, ON PAGE 14, IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A ½” CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 50.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 50, NORTH 44 DEGREES 09 MINUTES 57 SECONDS EAST A DISTANCE OF 8.77 FEET TO A POINT; THENCE LEAVING SAID BOUNDARY, NORTH 55 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 5.25 FEET TO A POINT; THENCE NORTH 59 DEGREES 25 MINUTES 57 SECONDS EAST A DISTANCE OF 14.83 FEET TO A POINT; THENCE NORTH 56 DEGREES 11 MINUTES 34 SECONDS EAST A DISTANCE OF 12.48 FEET TO A POINT ON THE EASTERLY MARGIN OF A 7.5’ WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID MARGIN, TO A POINT OF INTERSECTION BETWEEN SAID 7.5’ WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE NORTHERLY MARGIN OF A 5’ WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT, SOUTH 45 DEGREES 55 MINUTES 19 SECONDS EAST A DISTANCE OF 21.39 FEET TO A POINT; THENCE LEAVING SAID MARGIN, SOUTH 44 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID LOT 50; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 45 DEGREES 55 MINUTES 19 SEOCNDS WEST A DISTANCE OF 28.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.007 ACRES, MORE OR LESS, ACCORDING TO A SURVEY DATED JULY 30, 2026.

Quitclaim Deed
117 Kensington Drive VOE
Page 1 of 2

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

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

Notary Public

SURVEY FOR: JERRY D. WRIGHT

DATE FIELD: 05-28-2026

REQUESTED BY: MR. JAKE ROTH

DATE OFFICE: 07-30-2026

TYPE OF SURVEY: SPECIAL TOPO

FILE: WOODFIELD FIRST ADDITION

HILL LAND
SURVEYING INC.WILLIAM T. HILL, JR.
133 FEATHERSTONE LANE
OWENS CROSS ROADS, AL 35763W.O. NO.
26-0534256-337-6102
534-8555 FAXGRID NORTH
AL STATE
PLANE EAST
ZONE NAD
1983NOTE: THE REFERENCE
BEARING IS GRID NORTH
AS ESTABLISHED BY
SURVEY GRADE GPS
EQUIPMENT.0 10 25 50
SCALE: 1" = 20'

SHEET 2 OF 3

LOT 65

LOT 51

BLOCK 3
LOT 50BRICK
RESIDENCE

POINT OF BEGINNING
1/2" CAPPED REBAR FOUND AT THE
NORTHWEST CORNER OF LOT 50,
BLOCK 3 OF WOODFIELD SUBDIVISION,
FIRST ADDITION, MADISON COUNTY,
ALABAMA, AS RECORDED IN PLAT
BOOK 21, ON PAGE 14, IN THE
PROBATE RECORDS OF MADISON
COUNTY, ALABAMA.

LINE	BEARING	DISTANCE
L4	N 44°09'57" E	8.77'
L5	N 55°08'11" E	5.25'
L6	N 59°25'57" E	14.83'
L7	N 56°11'34" E	12.48'
L8	S 44°09'57" W	35.40'
L9	S 45°55'19" E	21.39'
L10	S 44°04'41" W	5.00'
L11	N 45°55'19" W	28.90'

LOT 49

LEGEND

PUDE PUBLIC UTILITY AND DRAINAGE EASEMENT

C.T.
R.B.CRIMPED IRON PIPE
REBAR

FENCELINE

CONCRETE MONUMENT

CAPPED 1/2" REBAR SET

IRON MONUMENT

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

PROFESSIONAL
LAND
SURVEYOR
WILLIAM T. HILL, JR.
AL REG. NO. 16164

07-30-2026

DATE

SURVEY FOR: JERRY D. WRIGHT

DATE FIELD: 05-28-2026

REQUESTED BY: MR. JAKE ROTH

DATE OFFICE: 07-30-2026

TYPE OF SURVEY: SPECIAL TOPO FILE: WOODFIELD FIRST ADDITION

HILL LAND
SURVEYING INC.WILLIAM T. HILL, JR.
133 FEATHERSTONE LANE
OWENS CROSS ROADS, AL 35763W.O. NO. 256-337-6102
26-0534 534-8555 FAX

SHEET 3 OF 3

STATE OF ALABAMA
MADISON COUNTYVACATION OF EASEMENT
0.007 ACRES

ALL THAT PART OF LOT 50, BLOCK 3 OF WOODFIELD SUBDIVISION, FIRST ADDITION, MADISON COUNTY, ALABAMA, AS RECORDED IN PLAT BOOK 21, ON PAGE 14, IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A 1/2" CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 50.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 50, NORTH 44 DEGREES 09 MINUTES 57 SECONDS EAST A DISTANCE OF 8.77 FEET TO A POINT; THENCE LEAVING SAID BOUNDARY, NORTH 55 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 5.25 FEET TO A POINT; THENCE NORTH 59 DEGREES 25 MINUTES 57 SECONDS EAST A DISTANCE OF 14.83 FEET TO A POINT; THENCE NORTH 56 DEGREES 11 MINUTES 34 SECONDS EAST A DISTANCE OF 12.48 FEET TO A POINT ON THE EASTERNLY MARGIN OF A 7.5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID MARGIN, SOUTH 44 DEGREES 09 MINUTES 57 SECONDS WEST A DISTANCE OF 35.40 FEET TO A POINT OF INTERSECTION BETWEEN SAID 7.5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT AND THE NORTHERLY MARGIN OF A 5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE NORTHERLY MARGIN OF A 5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT, SOUTH 45 DEGREES 55 MINUTES 19 SECONDS EAST A DISTANCE OF 21.39 FEET TO A POINT; THENCE LEAVING SAID MARGIN, SOUTH 44 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID LOT 50; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 45 DEGREES 55 MINUTES 19 SECONDS WEST A DISTANCE OF 28.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.007 ACRES, MORE OR LESS, ACCORDING TO A SURVEY DATED JULY 30, 2026.

LEGEND

PUDE PUBLIC UTILITY AND DRAINAGE EASEMENT

C.T. CRIMPED IRON PIPE
R.B. REBAR

FENCELINE

CONCRETE MONUMENT

CAPPED 1/2" REBAR SET

IRON MONUMENT

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

WILLIAM T. HILL, JR.
AL REG. NO. 16164

07-30-2026

DATE