Agenda

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

6:00 PM
Council Chambers
June 22, 2026

AGENDA NO. 2026-12-RG

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

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

   A. Minutes No. 2026-11-RG, dated June 8, 2026

7. PRESENTATIONS AND AWARDS

   A. Presentation of Madison Police Department Life Saving Awards to Officer Patrick Niles, Officer Jacob Kramer, Officer Jonathan Siskoff, Detective Andrew Slaughter and Officer Timothy Portik

   B. Presentation of Madison Police Department Public Safety Awards to Captain McRae, Lieutenant Miles, Sergeant Reaves, Communications Supervisor Sharp and Captain Stout

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. 2026-221-R:** Declaring surplus and authorizing the disposal of obsolete personal property formerly used by the Facilities and Grounds Department pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

B. **Resolution No. 2026-228-R:** Authorizing the acceptance of grant funding in the amount of $3,500 from the Ruth & Lyle Taylor Endowment Fund 2026 to be used for Mayor's Youth Council program expenses (to be deposited into Budget Line Item 10-130-000-2765-00)

C. **Resolution No. 2026-229-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065706MT caused by a collision involving a police vehicle which occurred on April 02, 2026 ($19,390.19 [less $1,000 deductible] to be deposited into General Operating account)

D. **Resolution No. 2026-230-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065848 caused by a collision involving a city vehicle which occurred on April 30, 2026 ($2,115.72 [less $1,000 deductible] to be deposited into General Operating account)

E. Acceptance of appropriation from District 2 Madison County Commissioner Steve Haraway to be used towards Animal Shelter Camera System and Network Cable Upgrades and/or Animal Shelter Software Upgrades in the amount of $40,000 (to be deposited into Police Donations checking account)

F. Acceptance of $1,000 donation from GRAMI (Getting Real About Mental Illness) to provide additional funds for Crisis Intervention Team training and materials (to be deposited into Madison Police Department Donations 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. **Resolution No. 2026-227-R:** Appointing Board of Directors of the Redevelopment Authority of the City of Madison

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. 2026-168:** Zoning certain property owned by Madison Land Resources, LLC, consisting of 35.6 acres and located west of Hardiman Road and south of Madison Branch Boulevard, R-1C (Single Family Conservation) upon annexation (First Reading 5/11/2026)

B. **Proposed Ordinance No. 2026-173:** Amending the Official Zoning Ordinance of the City of Madison (First Reading 5/11/2026)

C. **Proposed Ordinance No. 2026-175:** Amending the Zoning Ordinance to allow Short-Term Rentals (First Reading 5/26/2026)

D. **Proposed Ordinance No. 2026-201:** An Ordinance establishing regulations concerning Short-Term Rentals (First Reading 05/26/2026)

13. DEPARTMENT REPORTS

BUILDING

A. **Proposed Ordinance No. 2026-210:** Amending Article V, Section 8-101 of the Code of Ordinances of the City of Madison relating to the issuance of Certificate of Occupancy fees (First Reading 06/08/2026)

FACILITIES AND GROUNDS

A. **Resolution No. 2026-223-R:** Authorizing Change Order No. 1 to the agreement with Nola | Van Peursem for architectural design services for the Animal Control Facility, increasing the architectural fee to $46,284 (to be paid from Facilities & Grounds Department budget)

HUMAN RESOURCES

A. **Resolution No. 2026-208-R:** Approval of new Environmental Specialist position for the Engineering Department

INFORMATION TECHNOLOGY

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

PLANNING

A. **Proposed Ordinance No. 2026-169:** Assenting to the annexation of property consisting of 35.6 acres, located west of Hardiman Road and south of Madison Branch Boulevard, into the City of Madison (First Reading 05/11/2026)

POLICE

A. **Resolution No. 2026-224-R:** Authorizing the Mayor to execute a Master Services Agreement with ThisGen911 for a no-cost cloud-based skills assessment platform for Public Safety Dispatcher recruitment and evaluation

B. **Resolution No. 2026-220-R:** Authorizing the submission of an application for the Firehouse Subs Public Safety Foundation for grant funding in the amount of $23,766.24 for the purchase of Automated External Defibrillators (AEDs), with no matching funds required

RECREATION

A. **Resolution No. 2026-225-R:** Authorizing an addendum to the Professional Services Agreement with Valerie Harp and Joshua Harp Dream Vacations, d/b/a Vacations by Val Travel Group

REVENUE

A. **Resolution No. 2026-226-R:** Exempting proceeds from the sale of hearing instruments from the City of Madison's Sales and Use Tax

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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

MINUTES NO. 2026-11-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
JUNE 08, 2026

The Madison City Council met in regular session on Monday June 08, 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 J.C Hopkins from Cornerstone Word of Life Church provided the invocation followed by the Pledge of Allegiance led by Council President Maura Wroblewski.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma City Attorney Megan Zigarelli, Assistant City Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Fire Chief Brandy Williams, City Engineer Michael Johnson, Deputy Revenue Officer Ivon Williams, Police Chief John Gandy, Director of Facilities Gerald Smith, Executive Assistant to the Mayor Kim Lindsey, Communications and External Affairs Officer Diedra Brisco, Director of Operations and Communications Amanada Jarrett, Director of Development Services Mary Beth Broeren, Executive Assistant Myranda Staples, Executive Assistant Kristi Brackett, Municipal Records Coordinator Amy Rumley

Public Attendance registered: Richard Travers, Opie Balch, Debbie Owens, Ron Owens, Luke Crocker

AMENDMENTS TO AGENDA

City Attorney Megan Zigarelli announces removing Planning item C, Resolution No. 2026-206-R, an application for a railway grant, and it will be moved to the June 22nd agenda.

APPROVAL OF MINUTES

MINUTES NO. 2026-10-RG DATED MAY 26, 2026

Council Member David Bier moved to approve Minutes No. 2026-10-RG. Council Member Alice 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.

MINUTES NO. 2026-05-WS DATED MAY 20, 2026

Council Member Billie Goodson moved to approve Minutes No. 2026-05-WS. Council Member Kenneth Jackson seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF FRAMED CITY COIN TO MADISON CITY SCHOOLS SUPERINTENDENT DR. ED NICHOLS IN RECOGNITION OF HIS RETIREMENT

Mayor Bartlett presented the City Coin to Dr Ed. Nichols for his six years of service as superintendent for Madison City Schools. Along with his thirty-seven and a half years in public education, teaching and mentoring all students. Dr. Ed Nichols led Madison City Schools to new success and managing growth.

Dr. Nichols talked about being blessed to make Madison their home. Dr. Ed Nichols thanked his wife, the board, the men and women of the school district, the bus drivers, the cafeteria workers, support staff rising early to warm the buildings, teachers and administrators, that serve Madison children every day. Also, the parents of the children. Dr. Ed Nichols thanked Ms. Leticia King, the administrative assistant to every superintendent in the history of the school district. Dr. Ed Nichols thanked Mr. Ed Terrell. Dr. Ed Nichols thanked Mayor Finley, Mayor Bartlett and Council.

PRESENTATION OF FRAMED CITY COIN TO MAYOR'S SENIOR EXECUTIVE ASSISTANT KIM LINDSEY IN RECOGNITION OF HER UPCOMING RETIREMENT

Mayor Bartlett presented the City Coin to Assistant to Mayor Kim Lindsey for thirty-five years of service with the mayor's office. Assistant to the Mayor Kim Lindsey is accompanied by her husband and family. Mayor Bartlett invites former mayors Jan Wells, Sandy Kirkendall, Paul Finley, and Troy Trulock to present the coin.

Former Mayor Jan Wells spoke about Kim Lindsey as a treasure and strongly loyal.

Former Mayor Sandy Kirkendall spoke of Mrs. Lindsey's dependability, trustworthiness, and a firm hand with everything going on.

Former Mayor Paul Finley spoke of Mrs. Lindsey as a gate keeper and her professionalism.

Former Mayor Troy Trulock spoke of Mrs. Lindey's finesse, keeping everyone on track and the city is better because of her service.

Mayor Bartlett thanked each of the former mayors for being able to honor Mrs. Lindsey. Mayor Barlett spoke of Mrs. Lindsey's trustworthiness.

RECOGNITION OF CAPTAIN TERRELL COOK UPON HIS RETIREMENT FROM THE MADISON POLICE DEPARTMENT

Chief Gandy announced the retirement of Captain Terrell Cook after twenty-seven years. Captain Terrell Cook started with the Madison police department back in 1999. Captain Cook graduated from the Citadel. Captain Cook worked numerous assignments, such as patrol officer, field training officer, promoted to Sergeant supervising various units, and promoted to Lieutenant, Captain Cook worked and was able to get Madison police department accredited through the commission for law enforcement agencies, CALEA. Less than five percent of police departments across the entire county are CALEA accredited, and less than one percent in Alabama. Every four years the Madison police department must be recredited by CALEA and passed with a perfect score.

MADISON POLICE DEPARTMENT PRESENTATION OF PUBLIC SAFETY AWARD TO CAPTAIN TERRELL COOK

Chief Gandy presented Captain Terrell Cook with the public safety medal. The medal is earned by members of the police department that have served twenty years with good conduct and distinction.

Captain Cook spoke of the calling to serve and thanked everyone.

MADISON POLICE DEPARTMENT PROMOTION CEREMONY FOR NEWLY PROMOTED CAPTAIN TANNER WARD, LIEUTENANT RUSSELL OWENS, SERGEANT JUSTIN WALKER AND SERGEANT JEREMY MCKINNEY

Chief Gandy announced the promotion of Justin Walker to Sergeant. Sergeant Justin Walker began his law enforcement career at the University of North Alabama in 2019, and Madison in 2021. Served as a crisis intervention officer, field training officer, crime scene investigator, and a member of the Madison police honor guard. Also served in the United States Army as an engineer. Sergent Justin Walker was pinned by his wife, Emily.

Chief Gandy announced the promotion of Jeremy McKinney to Sergeant. Sergeant Jeremy McKinney began his law enforcement career in 2011. Served as a crime prevention specialist, master patrol officer, field training officer, and spent ten years mentoring and developing new officers. Sergeant Jeremy McKinney currently serves on the hostage negotiation team and previously served on a crisis intervention team, until transition to the role of community mental health officer. Sergeant Jeremy McKinney was pinned by his father.

Chief Gandy announced the promotion of Russell Owens to Lieutenant. Lieutenant Russell Owens has served in the Madison City police department since 2006, dedicated to protecting and serving the community. Served as a field training officer, honor guard member, traffic unit officer, street crimes investigator, and a STAC officer with the drug task force in Northern Alabama. Also, a RAD defensive tactics instructor, assistant team leader on SWAT, criminal detective and a patrol sergeant. Lieutenant Russell Owens was officer of the year in 2008, 2016, and 2021. Lieutenant Russell Owens also received the meritorious service and lifesaving award. Lieutenant Russell Owens's son is currently serving in the United States Airforce, stationed at Keesler Airforce base. Lieutenant Russell Owens was joined by his mother and father Ron and Debbie Owens and his girlfriend Katie. Lieutenant Russell Owens was pinned by his father.

Chief Gandy announced the promotion of Tanner Ward to Captain. Captain Tanner Ward began his Madison Police Department career in 2011. Captain Tanner Ward became a member of the SWAT team in 2013 and is currently the team leader. Captain Tanner Ward was promoted to Corporal in 2014, along with serving on the street crime unit and investigative division. Captain Tanner Ward was promoted to Sergeant in 2019, serving on patrol and transferred to Special Operations in the training division and promoted to Lieutenant in 2024. Captain Tanner Ward also received his Juris Doctorate degree from Birmingham School of Law and passed the bar in 2025. Captain Tanner Ward is married to Alexa Ward and has two children, Desmond and Declan. Captain Tanner Ward's mother is Fran Ward. Captain Tanner Ward was pinned by his brother Chase.

PRESENTATION OF LIFE SAVING AWARDS FOR LIFE-SAVING AND FIRE RESCUE INCIDENTS:

Fire Chief Brandy Williams stated The Star of Life award is awarded to someone who is successful in saving a life while medical interventions are being performed. Also defined as someone who survives and is discharged from the hospital.

1. **Cardiac Arrest - March 10, 2026,**

Members from Madison Fire and Rescue, as well as HEMSI, were dispatched. Captain Richardson to a location. Captain Richardson began CPR; Firefighter Barnes secured an airway and began ventilation. Driver Nowakowski placed the defibrillator pads and our LUCAS CPR devise on the patient. Driver Nowakowski recognized the patient was in ventricular fibrillation and instructed a HEMSI crew member to defibrillate the patient. Firefighter Chris Barnes and a HEMSI crew member secured an airway. Prior to arrival at Madison Hospital, the patient was in normal heart rhythm and discharged from the hospital. Fire Chief Brandy Williams presented the Star of Life Awards as follows:

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

2. **Cardiac Arrest - March 27, 2026**

Members from Madison Fire and Rescue, as well as HEMSI, were dispatched. Firefighter Matthew Fetner began CPR. Driver Tyler Drew and HEMSI personnel defibrillated the patient. The patient was alert and oriented when transferred to Huntsville Hospital and later released. Fire Chief Brandy Williams presented the Star of Life Awards as follows:

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

Fire Chief Brandy Williams stated the Maltese Cross may be awarded to anyone who is successful in saving a life during fire, rescue, or other emergency mitigation operations. A successful life save is defined as someone who survives an event and is discharged from the hospital. Those receiving the Maltese Cross are not eligible for the Medal of Valor.

3. House Fire Rescue - March 31, 2026

Madison Fire and Rescue were dispatched to a house on fire with entrapment. The members from squad 2, Firefighter Adam Greenlee and Firefighter Christopher Weis were familiar with the location, due to previous calls, and ahead of the first attack line to locate the victim. Driver Jonah Cowan stretched the first attack line and Captain Jonathan Chapman entered the home, found an active fire in the kitchen and began extinguishing it. When Squad 2 confirmed the victim's location, they requested addition manpower to assist removing the victim from the home. Firefighter Brett Dannemiller and Firefighter Drake Gavcus assisted. Patient care was begun by additional Madison and Fire Rescue crew members. Also rescued were several dogs and a bearded dragon. Fire Chief Brandy Williams presented the Maltese Cross Award and a Unit Citation to the following:

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

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

PUBLIC COMMENTS

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ROD MATTHEWS (DISTRICT 3)

Mr. Matthews appeared before Council and Mayor Barlett to bring attention to the following items:

- Chairperson for economic vitality committee, Main Street Madison
- Survey starting tomorrow through June 23rd
- Opinions of the people, on dining downtown, retail downtown, entertainment, family friendly activities and improvements downtown

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	$917,904.76
Special General Operating Accounts	$516.58
ADEM Storm Drainage	$3,908.75
½ Cent Capital Replacement	$91,979.17
½ Cent Infrastructure	$172,176.07
Gasoline Tax & Petroleum Inspection fees	$189,570.08
Street Repair and Maintenance	$4,817.22
Subdivision Cash Bonds	$43,725.15
Library Building Fund	$92,563.88
Water Distribution and Storage	$995,368.75
Venue Maintenance	$1,755,566.04

Regular and periodic bills to be paid:

Resolution No. 2026-218-R: Acceptance of $2,500 Grant from The Citizenship Trust -America 250AL Fireworks presentation (to be deposited into Recreation Department budget)

Acceptance of a donation from Knights of Columbus Ladies Auxiliary in the amount of $350 to be used for the annual Safe Haven Baby Box fees (to be deposited into the Safe Haven Baby Box Expenditures account)

Acceptance of a donation from Commissioner Steve Haraway in the amount of $40,000 to be used for replacing fire hose (to be deposited in the Fire Donation account)

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

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

- Congratulations to everyone who received an award or promotion tonight
- This week is Armed Forces week, a proclamation this morning downtown Huntsville signed by Mayor Battle, Mayor Bartlett and Chairman Vaughn. Softball game Wednesday at Toyota Field, first 500 attendees can get a hotdog
- Chophouse in Town Madison opens today.
- Thank you to the Community Foundation, which awarded the mayor's office a grant for the Mayor's Youth Council, that will start this fall. Thank you to Director of Operations and Communications Amanda Jarrett who wrote the grant application. Director of Operations and Communications Amanda Jarrett also wrote the America 250 grant, for the check that was accepted today.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Madison Library Board monthly meeting tomorrow at 6:30pm.

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Liaison for Main Street Madison Group encourages everyone to participate in the survey. The survey is on Main Street Facebook page or mainstreetmadison.org
- Rotary Madison had a parent's event, the couch potato race, pushing a couch up the street on casters. Shoutout to Madison Utilities to building a crazy couch, Parks and Recreation asl built a couch that came in second place, and the third team from James Clemens Highschool. The event included games, food from Madison Street Madison, Old Black Bear and amazing basket giveaways. The event raised over $40,000.00 to support all the Rotary's various programs.
- Shout out to Dr Nichols, Captain Cook and Kim Linsdey for their years of service.
- Chop House is open and encourages people to visit

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

- No new business

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

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

- Office hours June 24th from 3:30 to 4:30pm in room 130 at City Hall.

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Wellstone's new location in Madison offers outpatient mental health, and substance abuse services for adults nineteen and over. Thank you to Wellstone's CEO, Jeremy Blair's attendance.
- June 3rd was the mayor's small business council and a presentation from Executive Director of Main Street Madison, Jen DeLessio.
- Third Thursdays on Main, June 18th, live music, food trucks, vendors. Also, vendor applications on mainstreetmadison.org
- Encourages the survey on Main Street to be completed
- Spoke at the disabled American Veterans Association, Huntsville chapter 26. Thank you to Audrey Ransom for the invite to the women's empowerment luncheon.
- July 8th, Madison Chamber registration is open for coffee and commerce. Free to members, otherwise $25.00.
- August 25th, Madison Chambers back to school breakfast.

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- This Thursday from 12 to 2:30pm, the National Child Advocacy Center has free online training. It is called the stewards of children training.
- Applications for the Madison Street Festivals community showcase are open until July 15th for anyone who is interested in preforming. Link on Madison Street Festivals Facebook page. The festival is on October 3rd.
- Every Monday from 12-1, Madison Senior Center has family genealogy classes.
- Attended Rocket City Cookout with Mayor Bartlett. It is at Miller Plaza at Beacon Hill, and includes several food trucks, every Thursday from 5-8pm

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Madison Arts Alliance sounds of summer concert series, Thursday June 11th from 7-9pm at home place park. May 28th rained out and will be rescheduled. Check Madison Arts Alliance's Facebook page for updates.
- Thank you to Madison Visionary Programs for leading a litter clean up on Saturday June 20th from 9am to 11am, meet in the parking lot south of Trustmark Bank on County Line Road near Publix. Cleaning Huntsville Browns Ferry Road and Burgreen. Sign up at mvpmadison.org and for more details.

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. 2026-209-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM LA FINKA MEXICAN RESTAURANT MADISON INC., DOING BUSINESS AS LA FINKA MEXICAN RESTAURANT, FOR THEIR LOCATION AT 8994 MADISON BOULEVARD

Council Member Goodson moved to approve Resolution No. 2026-209-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

BUILDING

PROPOSED ORDINANCE NO. 2026-210: AMENDING ARTICLE V, SECTION 8-101 OF THE CODE OF ORDINANCES OF THE CITY OF MADISON RELATING TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FEES (FIRST READING)

First reading

ENGINEERING

RESOLUTION NO. 2026-205-R: AUTHORIZING AMENDMENT NO. 2 WITH OHM ADVISORS FOR ADDITIONAL WETLAND SERVICES ON PROJECT NO. 25-017, GARNER STREET EXTENSION IN THE AMOUNT OF $10,000 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Lessmann moved to approve Resolution No. 2026-205-R. Council Member Jackson seconded. The vote was taken and recorded as follows:

Council Member Alice Lessmann	Aye
Council Member Kenneth Jackson	Aye

Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Erica White	Aye

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2026-192-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BROWN O'DELL & PARTNERS ARCHITECTS FOR THE PROVISION OF ARCHITECTURAL DESIGN AND CONSTRUCTION DOCUMENTS FOR A NEW OUTDOOR RESTROOM BUILDING AT SUNSHINE OAKS IN THE AMOUNT OF $33,860 (TO BE PAID FROM FACILITIES AND GROUNDS SPECIAL PROJECTS BUDGET)

Council Member Bier asks is this for the same location as discussed previously? And this is for the drawings. Do you have a contractor yet or to be done in house? Director of Facilities Gerald Smith responds this is for the drawings and bid package.

Council Member Jackson moved to approve Resolution No. 2026-192-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-183-R: APPROVING A PERCENTAGE-BASED ARCHITECTURAL SERVICES AGREEMENT WITH GOODWYN MILLS CAWOOD, LLC, FOR THE RENOVATION AND MAINTENANCE OF THE MUNICIPAL COURT COMPLEX AND CITY COUNCIL CHAMBERS (APPROXIMATELY $90,000 TO BE PAID FROM MUNICIPAL COURT CORRECTIONS FUND TRANSFER TO FUND 38)

Council Member Lessmann moved to approve Resolution No. 2026-183-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

FIRE & RESCUE

RESOLUTION NO. 2026-212-R: AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AN ASSISTANCE TO FIREFIGHTERS' GRANT FOR THE REPLACEMENT OF RADIOS IN THE AMOUNT OF $546,000, WITH A REQUIRED CITY MATCH OF APPROXIMATELY $49,636 TO BE PAID FROM FY 27 GENERAL OPERATING BUDGET, IF AWARDED

Council Member Goodson asks if this replaces all the radios? Fire Chief Brandy Williams responds with no it is based on seating in the trucks, qualifying for 60 out of the 95 radios.

Council Member Bier moved to approve Resolution No. 2026-212-R. Council Member Jackson seconded. The vote was taken and recorded as follows:

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

Motion carried.

INFORMATION TECHNOLOGY

PROPOSED ORDINANCE NO. 2026-217: APPROVING ADDITION OF CHAPTER 15 TO THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES TO PROVIDE COMPUTER AND ARTIFICIAL INTELLIGENCE USE POLICIES (FIRST READING)

First reading

PLANNING

RESOLUTION NO. 2026-202-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-203; ZONING CERTAIN PROPERTY OWNED BY LAURA MCCORMICK AND THOMAS MAKIES, CONSISTING OF 1.54 ACRES, LOCATED AT 167 BRENTWOOD LANE, SOUTH OF EASTVIEW DRIVE AND WEST OF LEWTER DRIVE, R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST PUBLICATION 6/17/2026, SYNOPSIS 6/24/2026, PUBLIC HEARING 7/13/2026)

Council Member Bier moved to approve Resolution No. 2026-202-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	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye

Council Member Alice Lessmann	Aye
Council Member Kenneth Jackson	Aye

PROPOSED ORDINANCE NO. 2026-204: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 167 BRENTWOOD LANE, SOUTH OF EASTVIEW DRIVE AND WEST OF LEWTER DRIVE, INTO THE CITY OF MADISON (FIRST READING)

First reading

RESOLUTION NO. 2026-207-R: APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH TENNESSEE VALLEY COMMUNITIES, LLC

Council Member White asks if the developer is ready to begin phase four after the infrastructure and grading? Director of Development Services Mary Beth Broeren responds the plats had been on the planning commission agenda in December 2025. It has been continued for multiple months, waiting for Army Corps delineation for the wetlands. Also, the development agreement needs to be amended. However currently scheduled for planning commission action on June 18th for a layout amendment as well as the plat.

Council Member Bier asks about tree mitigation surveys of plans and if that impacts the grading? Director of Development Services Mary Beth Broeren responds it does not for this property.

Council Member McKay moved to approve Resolution No. 2026-207-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

POLICE

RESOLUTION NO. 2026-213-R: AWARDING BID NO. 2026-007-ITB FOR THE PURCHASE OF PISTOLS FOR THE MADISON POLICE DEPARTMENT TO GT DISTRIBUTORS, INC. IN THE AMOUNT OF $96,135.84 AND AUTHORIZING THE TRADE-IN OF EXISTING PISTOLS FOR A TOTAL TRADE-IN VALUE OF $47,910.00 (TO BE PAID FROM POLICE DEPARTMENT BUDGET)

Council Member Goodson asks about the trade in value and the total cost. Police Chief John Gandy responds that the total cost is offset by the trade in value.

Council Member White moved to approve Resolution No. 2026-213-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. 2026-219-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WELLSTONE, INC., FOR THE PROVISION OF MENTAL WELLNESS SERVICES FOR FIRST RESPONDERS ($120.00 PER APPOINTMENT TO BE PAID FROM HR DEPARTMENT BUDGET)

Council Member Bier moved to approve Resolution No. 2026-219-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RECREATION

RESOLUTION NO. 2026-214-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ASHLEY BAILEY FOR THE PROVISION OF CREATIVE LITERACY INSTRUCTION SERVICES AT NO COST TO THE CITY

Council Member White moved to approve Resolution No. 2026-214-R. Council Member Bier seconded. The 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.

RESOLUTION NO. 2026-215-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MICHELLE THAO FOR THE PROVISION OF "MOMMY & ME" FITNESS INSTRUCTION SERVICES AT NO COST TO THE CITY

Council Member White moved to approve Resolution No. 2026-215-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

Council Member Erica White	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 Kenneth Jackson	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council President Maura Wroblewski announced the following:

- Tuesday a joint work session at the school board central office, public welcome, discussion to include growth policy, Madison on track 2045 plan
- Wednesday a work session at City Hall, for a presentation from Parks and Recreation and Facilities

ADJOURNMENT

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

The meeting was adjourned at 7:08 p.m.

Minutes No. 2026-11-RG, dated June 08, 2026, read, approved and adopted this 22nd day of June 2026.

_____
Council Member Maura Wroblewski
District One

_____
Council Member David Bier
District Two

_____
Council Member Billie Goodson
District Three

_____
Council Member Michael McKay
District Four

_____
Council Member Alice Lessmann
District Five

_____
Council Member Erica White
District Six

_____
Council Member Kenneth Jackson
District Seven

Concur:

_____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas
City Clerk-Treasurer

_____
Amy Rumley
Recording Secretary

RESOLUTION NO. 2026-221-R

PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE PURSUANT TO SECTION 16-108 OF THE CODE OF ORDINANCES OF THE CITY OF MADISON

WHEREAS, the City of Madison has in their possession, the remains of the following personal property which has been used or consumed in the normal course of the operation of the City:

Quantity	Description
1	Kubota Zero Turn Mower ZD1211 S#11402/11426
1	Kubota Zero Turn Mower ZD326 S#37888/69821

WHEREAS, the Facilities and Grounds Department has no further use for said personal property and that said personal property be declared surplus as it has no useful life or fixed asset value to the City; and

WHEREAS, Article V, Section 16-108, of the Madison City Code, provides for disposition of personal property of negligible value pursuant to resolution of the City Council.

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

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of June 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Fillable Form

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 7020
(Existing Assets Number)

Section 2

Date: 06/09/2026 **Department:** Facilities and Grounds

Item Description: Kubota Zero Turn Mower ZD1211

Serial/Model #: S #11402/11426 **New:** ☐ **Used:** ☑

Location: 400 Celtic Dr **Vendor Name:**

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

Date Item Acquired: Unknown **Cost or Donated Value:** 100.00

Enhancements:

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

Signature: (Department Head or Designee) **Date:** 06/09/2026

********** TO BE COMPLETED BY CITY CLERK **********
(Below this line)

Section 3

DISPOSITION METHOD: **Surplus Sale:** _____ **Other:**

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: **Date:**

Minutes #:

SOLD TO: **Proceeds:**

Address:

Date:

Signature, City Clerk-Treasurer **Date**

COMMENTS:

COPY: **Requesting Dept.** ☐ **Finance Dept.** ☐

Revised 6/25/2007

AWARNING
ZD1211
Aerodynamic Cutting System
7020
ADVERTENCIA
ADVERTENCIA
DANGER
PELIGRO

ZD121
KUBOTA
WARNING
ADVERTENCIA
TO AVOID SERIOUS INJURY OR DEATH
PARA EVITAR LESIONES PERSONALES GRAVES O LA MUERTE
PRESS
KUBOTA
NO STEP
DANGER
PELIGRO

KUBOTA
IMPORTANT
IMPORTANTE
WARNING
TO AVOID SERIOUS INJURY OR DEATH
ADVERTENCIA
PARA EVITAR LESIONES PERSONALES GRAVES O LA MUERTE
COOK'S
PEST CONTROL

Kubota

MODEL RCK60P-1200Z

SERIAL NO. 11426

KUBOTA MANUFACTURING AMERICA CORP. GAINESVILLE, GA

PASSED CHIEF INSPECTOR

D201
6731
Aerodynamic Cutting System
DIESEL
KUBOTA

RCK60F 1200Z
1510
USE GASOLINE ENGINE OIL
SG Class or Higher

Item

Fillable Form

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 6731
(Existing Assets Number)

Section 2

Date: 06/09/2026 Department: Facilities and Grounds

Item Description: Kubota Zero Turn Mower ZD 326

Serial/Model #: S#37888/#69824 New: ☐ Used: ☑

Location: 400 Celtic Dr Vendor Name:

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

Date Item Acquired: Unknown Cost or Donated Value: 100.00

Enhancements:

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

Signature: (Department Head or Designee) Date: 06/09/2026

********** TO BE COMPLETED BY CITY CLERK **********
(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: Date:

Minutes #:

SOLD TO: Proceeds:

Address:

Date:

Signature, City Clerk-Treasurer Date

COMMENTS:

COPY: Requesting Dept. ☐ Finance Dept. ☐

Revised 6/25/2007

KUBOTA
ZD326
IMPORTANT
IMPORTANTE
CAUTION
PRECAUCION
WARNING
ADVERTENCIA
PELIGRO
DANGER
NO STEP
Front Axle

WOLO

⚠ ADVERTENCIA

D201

6731

NEW HOLLAND
Kubota
TAKEUCHI
HUNTSVILLE TRACTOR & EQUIPMENT
HUNTSVILLE, ALABAMA
256-837-6767

KUBOTA

DIESEL

⚠ CAUTION HOT EXHAUST
⚠ PRECAUCIÓN ESCAPE CALIENTE

ADVERTENCIA
PRECAUCION
NO STEP
60

OTA
DIESEL

D1211
7020
PRESS
FIRM
RIDE ADJUSTMENT
SOFT
PULL OR PUSH
TO CHANGE
SEAT HIGH
WEIGHT ADJUST
AJUSTE DE PESO
FUEL VALVE
VÁLVULA DE COMBUSTIBLE
CAUTION
When Engine is running, do not open this cover.
PRECAUCIÓN
Nunca abra el capó mientras el motor está en funcionamiento.
CAUTION
TO AVOID PERSONAL INJURY
1. Read and understand the operator's manual before operation.
2. Do not operate this machine unless you are trained.
3. Before allowing other people to use the machine, have them read the operator's manual.
4. Check the tightness of all nuts and bolts regularly.
5. Before starting the engine, make certain that everyone is at a safe distance from the machine. PTO is disengaged and mulch control levers are in neutral lock.
6. Remove objects that could be thrown by the blade.
7. Do not operate the machine when children and/or others are around.
8. Do not carry children or others on the machine at any time.
9. Before dismounting, disengage PTO clutch, lower the implement, place motion lever in neutral lock position, set the parking brake (if equipped) in place, and stop the engine and remove the ignition key.
10. Keep safety devices (guards, shields, switches) in place and working.
11. To reduce fire hazards, keep engine, muffler, battery compartment, and exhaust clear of dry grass, dry leaves or other combustible materials.
12. This machine is not designed for street or highway use.
13. Securely support machine and implement before working underneath.
PRECAUCIÓN
PARA EVITAR LESIONES PERSONALES
1. Lea y entienda el manual del operador antes de efectuar la operación.
2. No ponga en funcionamiento la máquina a menos que esté capacitado para hacerlo.
3. Antes de permitir que otras personas usen la máquina, indíqueles que lean el manual del operador.
4. Antes de arrancar el motor, asegúrese de que todas las tuercas y pernos
5. Retire los objetos que puedan ser lanzados por la cuchilla.
6. No opere la máquina cuando haya niños y/o otras personas alrededor.
7. No opere la máquina cuando haya otras personas en la máquina.
8. No lleve a los niños y otras personas en la máquina en ningún momento.
9. Antes de desmontar, desacople la toma de fuerza, baje el implemento, coloque la palanca de control de movimiento en la posición de punto muerto, accione el freno de estacionamiento (si está equipado) en su lugar y apague el motor y retire la llave.
10. Mantenga los dispositivos de seguridad (protectores, pantallas, interruptores) en su lugar y en buen estado de funcionamiento.
11. Para reducir el riesgo de incendio, mantenga el motor, el silenciador, el compartimiento de la batería y el tubo de escape libres de pasto seco, hojas secas o cualquier otro material combustible.
12. Esta máquina no está diseñada para uso en calles ni carreteras.
13. Use un soporte seguro para la máquina y el implemento antes de trabajar debajo de los mismos.
WARNING
TO AVOID SERIOUS INJURY OR DEATH
1. Mow across slopes - Not up and down.
2. Use extreme caution when operating on slopes.
3. Loss of traction may occur when operating on slopes.
4. Drive slowly on slopes.
5. Do not operate on wet slopes.
6. Avoid sudden starts.
7. Execute turns slowly.
ADVERTENCIA
PARA EVITAR LESIONES PERSONALES GRAVES O LA MUERTE
1. Corte al costado de manera transversal en las cuestas. No de arriba hasta abajo.
2. Tenga mucha precaución durante la operación en cuestas.
3. Se puede perder tracción durante la operación en cuestas.
4. Conduzca lentamente en las colinas.
5. No use la máquina en colinas húmedas.
6. Evite arranques súbitos.
7. Realice los virajes lentamente.
WARNING
TO AVOID SERIOUS INJURY OR DEATH
1. Park the machine on level ground.
2. If necessary to park on an incline:
Stop the machine.
Apply the parking brake.
Stop the engine.
If you must dismount on an incline without the parking brake, block the wheels.
3. If the engine must be running during maintenance, keep hands, feet, clothing and any other parts of the body away from moving parts.
ADVERTENCIA
PARA EVITAR LESIONES PERSONALES GRAVES O LA MUERTE
1. Estacione la máquina en un lugar de nivel.
2. Si es necesario estacionar en una cuesta:
Apague la máquina.
Aplique el freno de estacionamiento.
Apague el motor.
Si debe desmontar en una cuesta sin el freno de estacionamiento puesto, bloquee las ruedas.
3. Si la máquina debe funcionar durante el mantenimiento, mantenga las manos, los pies, la ropa y cualquier otra parte del cuerpo alejados de las piezas móviles.
WARNING
Operation of this equipment may create sparks that can start fires around dry vegetation. A spark arrester muffler may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.
ADVERTENCIA
La operación de este equipo puede generar chispas que pueden provocar incendios en la vegetación seca. Puede ser necesario un silenciador apagachispas. El operador debe comunicarse con los organismos locales de prevención de incendios para informarse sobre las leyes o normas relacionadas con la prevención de incendios.
IMPORTANT
DAILY BEFORE STARTING ENGINE
TEMP
IMPORTANTE
ANTES DE ARRANCAR EL MOTOR
ASSY CHIEF INSPECTOR

Kubota

MODEL

RCK60P-331Z

SERIAL NO.

69821

KUBOTA MANUFACTURING
of AMERICA CORP.
GAINESVILLE, GA

RESOLUTION NO. 2026-228-R

A RESOLUTION ACCEPTING A GRANT AWARD FROM THE RUTH & LYLE TAYLOR ENDOWMENT FUND FOR THE 2026 MAYOR'S YOUTH COUNCIL

WHEREAS, the City of Madison applied for funding through the Ruth & Lyle Taylor Endowment Fund 2026 to seek funding for the inaugural Mayor's Youth Council; and

WHEREAS, the City of Madison has been awarded grant funds in the amount of Three Thousand Five Hundred Dollars ($3,500); and

WHEREAS, the grant funds will be used to support programs, activities, and initiatives of the Mayor's Youth Council;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby directed and authorized to execute all necessary documentation to accept the awarded grant funding, such execution to be done in the name of and on behalf of the City, and that the City Clerk-Treasurer is directed and authorized to appropriately attest the same.

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

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

Mayor's Youth Council

Ruth & Lyle Taylor Endowment Fund 2026

City of Madison

Mayor Ranae Barlett
100 Hughes Rd
Madison, AL 35758-1110

amanda.jarrett@madisonal.gov
O: 256-772-2885

Amanda Jarrett

amanda.jarrett@madisonal.gov
O: 256-772-5602

Application Form

Organization Information

Primary Organization Name*
City of Madison

Mission Statement*
Please make any adjustment to your mission statement as reported to Candid (formerly Guidestar).

The City of Madison's mission is to provide excellent services through responsible use of public resources, enhancing the quality of life for our community.

Charity Tracker*
If you are an organization in Madison County providing direct services, are you an active member on the CharityTracker network and have you participated in the CharityTracker training?

Not applicable

Project Overview

Project Name*
The name of the project is attached to each and every form within your process. This is the "identifier" for the request.

Mayor's Youth Council

Project Service Area*
Project funding will be allocated for the Greater Huntsville, Alabama area only. Please check all counties served by your project.

Limestone County
Madison County

Project Executive Summary*
In **three sentences or less** provide a summary of your project. This summary should be written so that if it were shared with someone who has not read the whole application, they would be able to easily understand this project. If your grant is selected for funding, this summary will be used in Community Foundation publications to describe your grant

The Mayor's Youth Council will include 30 students from across Madison, representing public, private, and homeschool communities. Participants will be selected from 9th, 10th, 11th, and 12th grade students, ensuring a diverse group of young leaders from throughout the city. Monthly meetings will provide students

with an in-depth look at local government, community service opportunities, and potential career paths in public service.

Project Description*

Please describe in detail the proposed project including the scope of activities and the intended impact. How does your project or program serve to educate the public about the need to take an active part in civics in the United States?

The Mayor's Youth Council is a comprehensive civic engagement initiative designed to develop informed, responsible, and actively engaged young citizens. By moving civic education beyond the classroom and into direct interaction with local government, the program equips high school students with the knowledge, skills, and experiences necessary to participate meaningfully in American democracy. The program delivers a structured nine-month curriculum combining experiential learning, public service, and direct access to municipal leadership. Participants will engage with key City departments, including Public Safety, Planning, Finance, IT, and Public Works, to gain a working understanding of how local government functions and how public institutions collaborate to serve residents. Students will also examine the relationship between local, state, and federal systems, reinforcing the interconnected nature of civic life. A central objective of the program is to translate civic knowledge into action. Each participant is required to attend at least one City Council meeting and one board, committee, or commission meeting, providing firsthand exposure to public decision-making, transparency, and citizen input. These experiences are designed to increase civic confidence and demonstrate how individuals can influence outcomes at the local level. The program also integrates voter education and civic responsibility. During the opening session, students will learn about the electoral process and the importance of civic participation, with eligible participants offered the opportunity to register to vote. This early emphasis establishes voting as a foundational civic duty and reinforces long-term engagement. Monthly sessions incorporate hands-on activities and real-world applications, including interactions with law enforcement and fire personnel to understand public safety's role in maintaining a stable society; engagement with City planners and engineers to explore how policy decisions shape growth and opportunity; and financial literacy instruction to connect personal responsibility with broader economic citizenship. Students will also learn about cybersecurity, ethical use of technology, and the role of government in protecting critical infrastructure. The program further emphasizes inclusive and community-centered governance. Through engagement with small business owners, students will explore how local policy supports entrepreneurship and economic mobility. Interactions with the senior community will highlight the importance of responsive government services across all populations, reinforcing the principle that civic leadership must reflect and serve diverse community needs. A dedicated session with the Public Works Department will expand students' understanding of essential infrastructure and its designation as a critical component of emergency response and national resilience. This reinforces the concept that civic systems and services are foundational to both daily life and democratic stability. Participants are selected through a competitive application process that prioritizes demonstrated interest in service, leadership potential, and civic involvement. Throughout the program, students will be challenged to identify community issues, propose solutions, and develop a stronger sense of civic responsibility. The program will culminate in a formal graduation during a City Council meeting, symbolizing participants' readiness to engage as informed citizens. By the end of the program, students will demonstrate increased knowledge of government processes, greater confidence in civic participation, and a clear understanding of how to engage in their communities.

Intended Impact:

- Increase youth participation in local government processes
- Improve understanding of civic systems and public decision-making
- Promote voter awareness and registration among eligible participants
- Strengthen pathways to public service careers
- Foster long-term civic engagement and community leadership

Through measurable outcomes and sustained engagement, the Mayor's Youth Council will build a pipeline of civically engaged young leaders prepared to contribute to their community and uphold the principles of democracy.

Goal Measurement*

How will you measure the impact of your project/program? What outcomes or results do you hope to achieve?

The Mayor's Youth Council success will be measured through quantitative and qualitative evaluation methods. Success will be tracked across participation, knowledge gain, and demonstrated civic engagement, including:

- Achieve 90% or higher program completion rate
- Maintain 85% average attendance across all sessions
- Ensure 100% of participants attend at least one City Council meeting and one board/committee/commission meeting
- Administer pre- and post-program surveys to measure growth in understanding of:
    1. Local government structure and functions
    2. Civic responsibilities (voting, public input, community service)
    3. Confidence in engaging with elected officials and public processes
- Target a minimum 30% increase in civic knowledge scores from pre- to post-assessment
- Target 80% of participants reporting increased confidence in civic participation
- Facilitate voter registration opportunities for all eligible students
- Completion of 3 total community service projects with a total of 300 student service hours per cohort.
- Target 75% of participants indicating interest in future civic engagement, public service, or community leadership opportunities

Project Duration

Project Duration*

Please describe the anticipated duration of this project/program

Ongoing

Project Start Date

09/02/2026

Project End Date

04/30/2027

Financial Information

Amount Requested*

Grant requests should be in the amount of $2,500 - $9,000.

$7,000.00

Total Project Budget*

$7,166.00

Project Budget*

Please upload a copy of the proposed project budget. (Note: If your overall project budget exceeds the amount requested in this grant, please indicate specifically how the grant funds will be used as well as plans for securing the remaining funding.)

mayors_youth_council_budget (1).pdf

Partial Funding*

We understand that some proposals can only be accomplished if the grant request is fully funded. Other programs/projects can be successful with partial funding. To assist the grants committee in their decisions, would you be willing to accept partial funding for this proposal?

Yes

Demographic Information

Participants*

How many unique participants will be impacted by this grant?

30

POPULATION QUESTIONS: If unable to report specific population statistics for your program in the following questions, please report the census data for the geographic area you serve. Link to census data.

POPULATION SERVED: AGE GROUP

Please indicate by percentage (%) the targeted age group of those impacted by this program.

Demographic Group	Percentage (Application)
% Under 5 years of age	0
% 5-17 years of age	70
% 18-64 years of age	30
% 65 years and older	0

POPULATION SERVED: RACE

Please indicate by percentage (%) the race of those impacted by this program.

Demographic Group	Percentage (Application)
% African-American or Black	25
% American Indian or Alaska Native	1
% Asian	3
% Native Hawaiian or Other Pacific Islander	1
% White	67
% More than one race	3

POPULATION SERVED: ETHNICITY

Please indicate by percentage (%) the targeted ethnicity of those impacted by

Demographic Group	Percentage (Application)
% Hispanic or Latino	7
% Not Hispanic or Latino	93

POPULATION SERVED: GENDER:

Please indicate by percentage (%) the targeted gender of those impacted by this program.

Demographic Group	Percentage (Application)
% Female	49

% Male	50
% Nonbinary	1

POPULATION SERVED: POVERTY

Please indicate by **percentage (%)** the targeted income/poverty level of those impacted by this program.

Demographic Group	Percentage (Application)
% Persons in poverty	10
% Persons not in poverty	90

Additional Information

Additional Information and Upload

Please share any additional information that would be relevant for the Grants Committee. You may also provide one additional upload related to your application.

We used census data for our region. We aim to have a well-rounded, diverse council.

SUBMISSION NOTES:

After you submit your application, you will receive an email from the grant portal (administrator@grantinterface.com) confirming your submission. If you do not receive it, return to the portal to confirm the submission went through.

If you get a message that one of your answers was over the character limit and cannot determine which question it is, it could be because of a cutting and pasting error. When answers are copied from an external document into the grant portal, it may pull the HTML code behind it. You can fix this by either copying and then pasting as plain text or copying it to your computer's notepad, which removes all formatting, and then pasting it into the document. You can then use the options within the question to do your formatting.

If you get an error message that the file for an upload was not found, try uploading the file again, waiting 60 seconds to ensure it is fully uploaded (even if it shows it is uploaded), and then click submit.

File Attachment Summary

Applicant File Uploads

- mayors_youth_council_budget (1).pdf

Mayor's Youth Council — Program Budget 2026–2027

City of Madison, AL | Inaugural Session | 30 Students

KEY ASSUMPTIONS	Value	Notes
Total Students in Program	30	*Per program page*
Number of Monthly Sessions	9	*Sep 2026 – May 2027*
Lunch Cost per Student (per session)	$14	*Estimate; sponsor-eligible*
Students Needing Transportation	25	*From 2 high schools (mid of 21–30 range)*
Van / Shuttle Cost per Session	$120	*Round-trip per van; 1 van assumed*
T-Shirt Cost per Student	$18	*Screen-print, qty 30*
Contingency Rate	5.0%	*5% of subtotal*
Booklet Print Cost per Student (per session)	$4.50	*Est. 12-pg saddle-stitch, local print shop, color cover*

LINE ITEM				
LUNCHES				
Lunch per student per session	$14	30	9	-
Lunch Subtotal				
TRANSPORTATION (Van / Shuttle)				
Van / shuttle round-trip per session	$120	1	9	-
Transportation Subtotal				
CLASS SHIRTS				
Class T-shirt per student (one-time)	$18	30	1	-
Class Shirts Subtotal				-
PRINTED BOOKLETS				
Booklet per student per session	$4.50	30	9	$1,215
Booklets Subtotal				$1,215
Program Subtotal				
Contingency (5%)				-
TOTAL PROGRAM BUDGET				**$1,215**

Sponsorship offsets available: sponsors covering a session lunch or class shirts receive logo placement & acknowledgment.

RESOLUTION NO. 2026-229-R

ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 065706 FOR DAMAGE TO POLICE VEHICLE

WHEREAS, on April 2nd, 2026, at 8:34 a.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 $19,390.19 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 $19,390.19, with a deductible of $1,000.00, final settlement from Alabama Municipal Insurance Corporation for said collision, $18,390.19. 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 22nd day of June 2026

_____
Council President, Maura Wroblewski
City of Madison. Alabama

ATTEST:

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

APPROVED this ____day June 2026

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281263 POLICY NUMBER	$1,000.00 DEDUCTIBLE	065706MT ADJUSTER FILE NUMBER
October 1, 2025 EFFECTIVE DATE	Mike Gardner AGENT	065706 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.
2021	Ford	Explorer	1FM5K8AB2MGA64239

DATE OF LOSS CAUSE
A loss occurred on the 2nd day of April, 2026, about the hour of 8:34 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by collision.

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

VALUE
(If a total loss)
The actual cash value of above described automobile at the time of said loss $19,390.19

WHOLE LOSS DEDUCTIBLE AMOUNT
THE ACTUAL LOSS AND DAMAGE to above described automobile was .....
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 $18,390.19

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 herby 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: 6-3-2026

Rana Bartlett
SIGNATURE

Witness: _____

Subscribed and sworn to before me this 03 day of June 2026

Kerri Sulyma
NOTARY PUBLIC

Kerri Sulyma
COMM EXP 11/29/2026
ALABAMA STATE AT LARGE

RESOLUTION NO. 2026-230-R

ACCEPTANCE OF INSURANCE SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 065848

WHEREAS, on April 30, 2026, at 8:00 a.m., which loss upon the best knowledge and belief of insured was caused by a collision.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of $2,115.72 with a deductible of $1,000.00 the full and final settlement of $1,115.72.

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 $2,115.72, with a deductible of $1,000.00, final settlement from Alabama Municipal Insurance Corporation for said damage of $2,115.72. 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 22 day of June 2026

_____
Maura Wroblewski, Council President
City of Madison. Alabama

ATTEST:

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

APPROVED this _____day of June 2026

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281263	$1.000.00	065848CD
POLICY NUMBER	DEDUCTIBLE	ADJUSTER FILE NUMBER
October 1, 2025	Mike Gardner	065848CD
EFFECTIVE DATE	AGENT	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.
2022	Ford	Bronco Sport	3FMCR9A64NRD35954

DATE OF LOSS / CAUSE — A loss occurred on the 30 day of April, 2026, about the hour of 8:00 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by IV/OV 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 — THE ACTUAL LOSS AND DAMAGE to above described automobile was $2,115.72

DEDUCTIBLE AMOUNT — 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 $1,115.72

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 herby 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: _____

Rana Bartlett
SIGNATURE

Witness: _____

Subscribed and sworn to before me this 3rd day of June, 2026

LISA DUNNING THOMAS
MY COMMISSION EXPIRES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
08-29-2029

Lisa D Thomas
NOTARY PUBLIC

MADISON COUNTY COMMISSION

Steve Haraway

Commissioner
District Two

June 1, 2026

City of Madison
Police Department
100 Hughes Road
Madison, Alabama 35758

Enclosed herewith please find Madison County Commission check number 99890 dated May 28, 2026 in the amount of $40,000.00 payable to City of Madison. This one-time appropriation from the District 2 budget is to be used towards any of the following items:

- Animal Shelter Camera System and Network Cable Upgrades
- Animal Shelter Software Upgrades

Should you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

Steve Haraway
Commissioner
Madison County Commission, District 2

Enclosure

RESOLUTION NO. 2026-227-R

A RESOLUTION APPOINTING SEVEN (7) DIRECTORS TO THE BOARD OF DIRECTORS OF THE CITY OF MADISON REDEVELOPMENT AUTHORITY

WHEREAS, the City of Madison, Alabama (the "City"), previously adopted Resolution No. 2015-122-R, which formed the City of Madison Redevelopment Authority (the "Authority") in accordance with Title 11, Chapter 54A of the *Code of Alabama* (1975) (the "Act"); and

WHEREAS, the City previously adopted Resolution No. 2015-165-R appointing seven directors to the City of Madison Redevelopment Authority's Board of Directors (the "Board") in accordance with Section 11-54A-7 of the *Code of Alabama* (1975) and the Authority's Certificate of Formation that was recorded in the Office of the Judge of Probate for Madison County, Alabama, on or about June 02, 2015, in Book 2015 Page 291380; and

WHEREAS, the Board has been inactive for numerous years with some directors who no longer live in the City or own property within the defined redevelopment district as required pursuant to Section 11-54A-7 of the *Code of Alabama* (1975); and

WHEREAS, the City desires to reconstitute the Board in the manner prescribed for appointing directors for the first Board so that members may serve staggered terms as required pursuant to Section 11-54A-7 of the *Code of Alabama* (1975).

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

Section 1. The following seven (7) individuals are hereby appointed as follows:

Place	Name	Term	End
Place 1:	Dr. Bo Rivera	2 years	June 21, 2028
Place 2:	Dr. Steve Sullins	2 years	June 21, 2028
Place 3:	Tim Holtcamp	4 years	June 21, 2030
Place 4:	Scott Harbor	4 years	June 21, 2030
Place 5:	Allen Yates	4 years	June 21, 2030
Place 6:	Taron Thorpe	6 years	June 21, 2032
Place 7:	Cynthia McCollum	6 years	June 21, 2032

Section 2. All the terms of the above appointed directors shall begin immediately upon the passage of this Resolution and shall end at 11:59 p.m. on the dates provided above.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of June 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROPOSED ORDINANCE NO. 2026-168

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-1C (SINGLE FAMILY CONSERVATION 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-1C (Single Family Conservation District):

A LOT OR PARCEL OF LAND LOCATED IS SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN IN LIMESTONE COUNTY ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A CAPPED IRON PIN (HILL) MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE, NORTH 87 DEGREES 20 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 80.03 FEET TO A POINT; THENCE, NORTH 01 DEGREES 11 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 1329.99 FEET TO A POINT; THENCE, SOUTH 87 DEGREES 21 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 79.79 FEET TO A HEXHEAD IRON; THENCE SOUTH 01 DEGREES 10 MINUTES 52 SECONDS WEST A DISTANCE OF 1330.01 FEET TO THE POINT-OF-BEGINNING.

SAID PARCEL CONTAINING 2.44 ACRES MORE OR LESS

A LOT OR PARCEL OF LAND LOCATED IS SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN IN LIMESTONE COUNTY ALABAMA, BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS; BEGINNING ATA ROCK MARKING THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN; THENCE, SOUTH 84 DEGREES 40 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 302.01 FEET TO A CAPPED IRON PIN (JOHNSON); THENCE, SOUTH 01 DEGREES 16 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 2170.69 FEET TO A CAPPED IRON PIN (JOHNSON); THENCE, SOUTH 87 DEGREES 48 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 1581.39 FEET TO A MAG NAIL; THENCE, SOUTH 24 DEGREES 11 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 474.41 FEET TO A MAG NAIL IN THE CENTER OF SAID RIGHT-OF-WAY; THENCE, NORTH 89 DEGREES 07 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 1679.83 FEET TO AND CAPPED IRON PIN (HILL) MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE, NORTH 01 DEGREES 10 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 1330.01 FEET TO A HEX HEAD IRON PIN; THENCE NORTH 00 DEGREES 36 MINUTES 15 SECONDS EAST A DISTANCE OF 1336.24 FEET TO THE POINT-OF- BEGINNING

SAID PARCEL CONTAINING 33.16 ACRES MORE OR LESS.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be R-1C (Single Family Conservation 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, 22nd day of June, 2026.

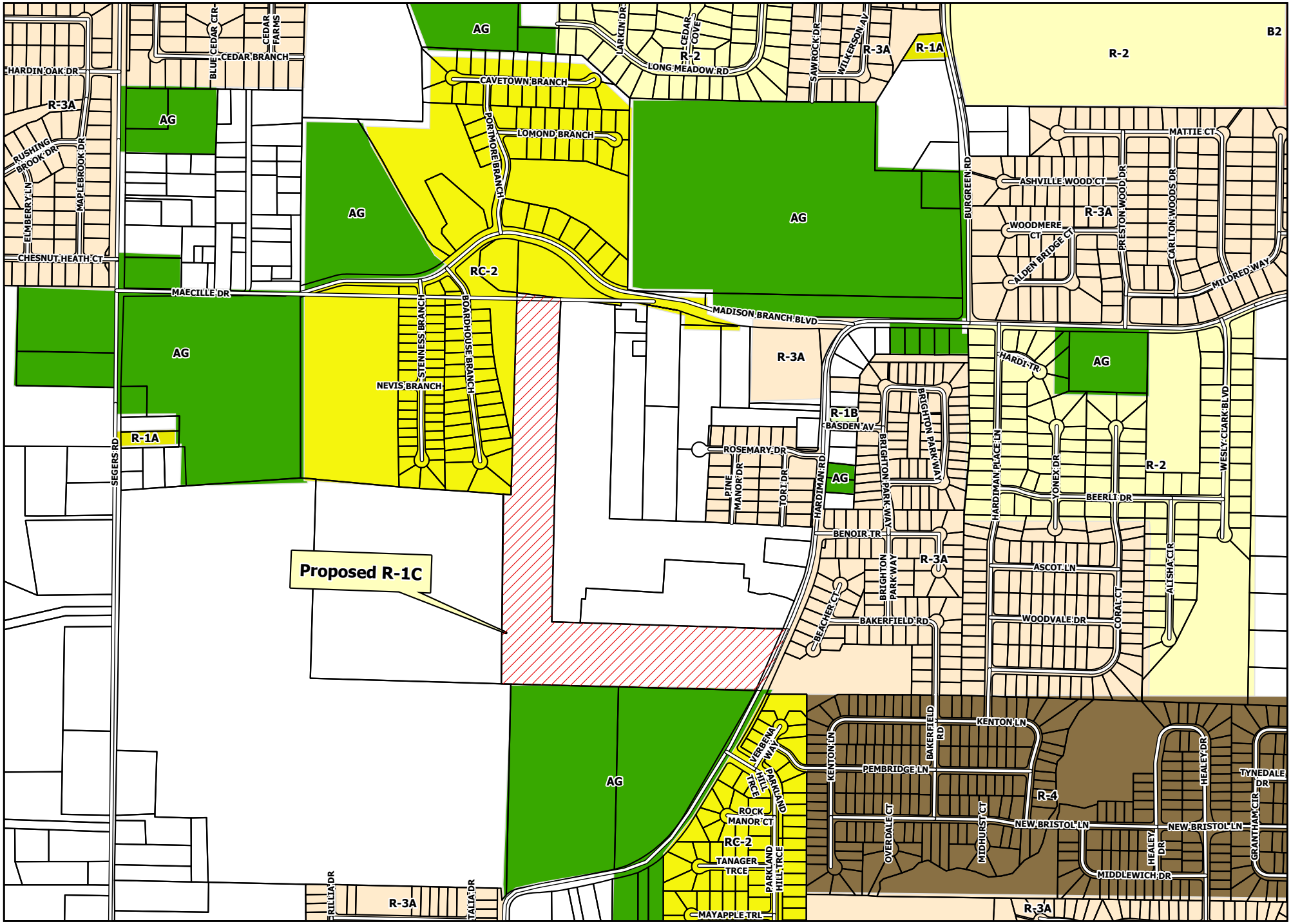
_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama



0 250 500 1,000 Feet

Greenbrier Trails
Hardiman Road Zoning

N

THE CITY OF MADISON ALABAMA plant your roots

Attachment A

PROPOSED ORDINANCE NO. 2026 - 173

CITY OF MADISON'S REQUEST TO AMEND THE OFFICIAL ZONING ORDINANCE

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

SECTION 1. That the Madison Zoning Ordinance, as last amended, is further amended as set forth in the document "Zoning Ordinance City of Madison, Alabama." A copy of the proposed document may be viewed at the Planning Department or the City Clerk Department, 100 Hughes Road, Madison, AL 35758 and on the City of Madison website at: https://www.madisonal.gov/DocumentCenter/View/19776/Public-Review-Draft-Zoning-Ordinance.

SECTION 2. Effective Date. This Ordinance shall become effective upon the final passage and adoption thereof by the City Council of the City of Madison, Alabama, and upon publication of its adoption as required by law.

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

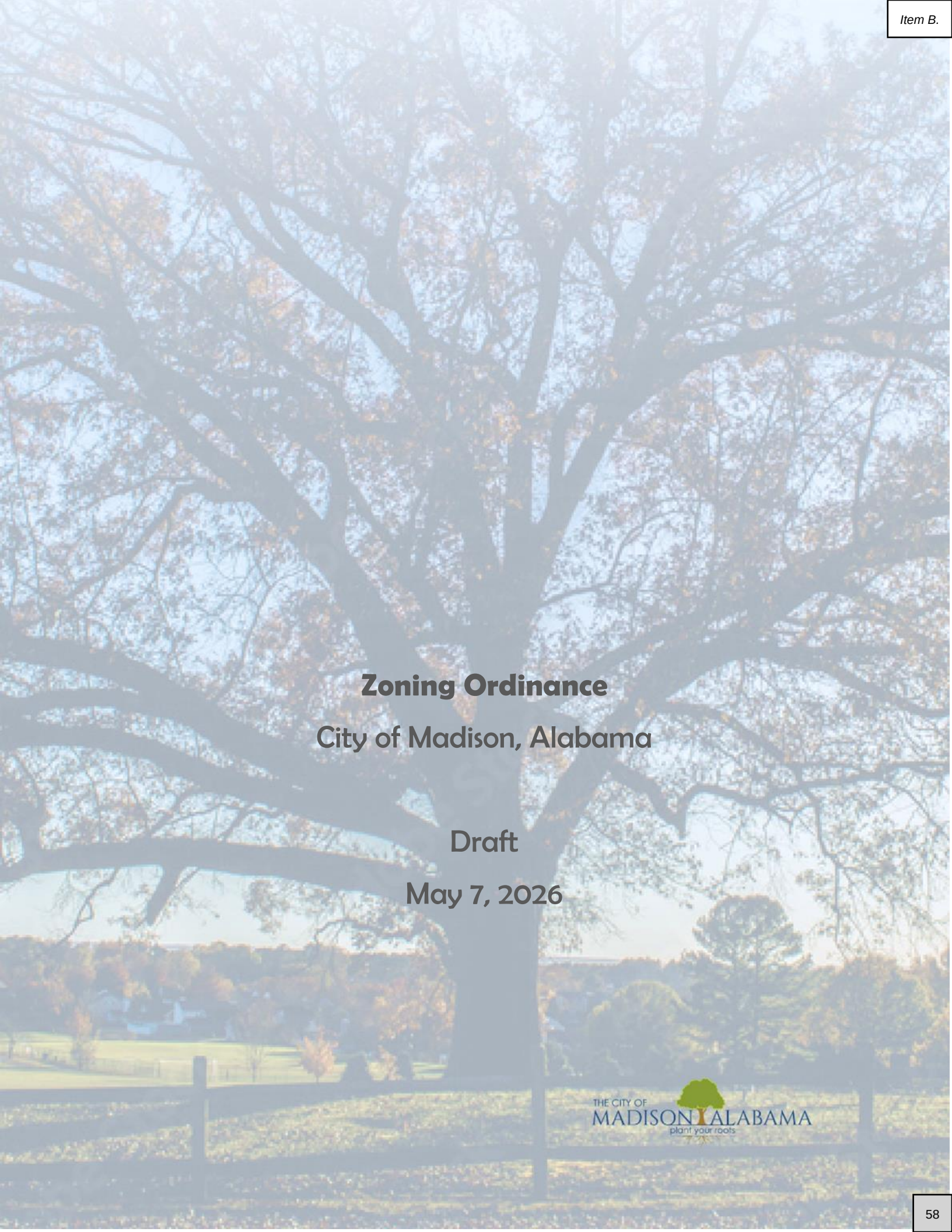
READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this _____ day of _____, 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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



Zoning Ordinance

City of Madison, Alabama

Draft

May 7, 2026

THE CITY OF MADISON ALABAMA
plant your roots

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ARTICLE 1
AUTHORITY, TITLE, AND PURPOSE

Section 1-1. Title

This Ordinance shall be known as the *Official Zoning Ordinance of the City of Madison, Alabama*, and may be referenced within this ordinance as "this Ordinance" and within this and other City of Madison documents as "the Zoning Ordinance."

Section 1-2. Purpose

It is the City Council's express intent that the provisions of this Ordinance and its enforcement will:

1. Promote the health and general welfare of the public;
2. Secure safety from fire, panic, and other dangers;
3. Lessen congestion in the streets;
4. Provide adequate light and air;
5. Prevent overcrowding of land;
6. Avoid undue concentration of population; and
7. Facilitate the adequate provision of public infrastructure for the adequate provision of transportation, water, sewerage treatment, schools, parks, and other public requirements.

Section 1-3. Minimum Requirements

It is the determination of the City Council that the provisions of this Ordinance are the minimum requirements necessary to achieve the purposes listed in Section 1-2. The City will interpret the requirements and conditions of this Ordinance to result in the minimum regulation necessary to achieve those purposes.

Section 1-4. Authority

This Ordinance establishes zoning regulations for the City of Madison, Alabama, and provides for its administration, enforcement, and amendment pursuant to the authority of *Ala. Code* §§ 11-52-70 through 11-52-85 (1975).

Section 1-5. Severability

It is the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance.

ARTICLE 2
APPLICABILITY

Section 2-1. Jurisdiction

The provisions of this Ordinance shall apply to all land, uses, structures, applicable design features, and improvements within the corporate limits of the City of Madison, Alabama, unless state or federal law expressly prohibits or exempts a particular use from municipal regulation.

Section 2-2. Applicability to Land

No land may be used, graded, excavated, occupied, subdivided, or altered unless in conformity with the general provisions of this Ordinance and the specific provisions for the zoning district in which it is located.

Section 2-3. Applicability to Structures

No structure or its constituent parts may be used, erected, constructed, reconstructed, installed, moved, removed, enlarged, or otherwise altered unless in conformity with the general provisions of this Ordinance and the specific provisions for the zoning district in which it is located.

Section 2-4. Applicability to Uses

No use may be established or changed for any structure or land, unless in conformity with the requirements of this Ordinance.

Section 2-5. Uniform Applicability Within Districts

Within each zoning district, the regulations contained within this Ordinance shall apply uniformly to each class or kind of use, structure, or land.

Section 2-6. Applicability of Other Laws

Nothing in this Ordinance relieves an applicant of the responsibility of obtaining permits required in the Madison City Code or by other local, state, or federal agencies. The City is not required and should not be relied upon to check for conformity with the laws of other jurisdictions prior to issuing local approval. However, the City may require demonstration of compliance with the laws and regulations of other jurisdictions as part of the permit or zoning approval process.

Section 2-7. Conflict with Other Laws

Wherever the requirements of this Ordinance vary from the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive requirement, which imposes the higher standard, shall govern.

Section 2-8. Deed Restrictions and Covenants

Unless deed restrictions, covenants, or other contracts directly involve the City as a party in interest, the City has no responsibility or authority for enforcing their provisions. The City may, however, require that such instruments not conflict with this Ordinance as a condition of zoning approval.

ARTICLE 3
NONCONFORMITIES

Section 3-1. Nonconformities in General

3-1-1. Any lot of record, use, structure, or feature established after the passage of or amendment to this Ordinance that does not conform to the regulations of this Ordinance or the zoning district in which it is located is an illegal nonconformity and a violation of this Ordinance subject to applicable remedies and enforcement actions.

3-1-2. Any lot of record, use of land, easement, structure, or feature regulated by this Ordinance that lawfully existed on the date of a text or zoning map amendment, but which after the effective date of the applicable amendment does not conform, may be continued and maintained as a nonconforming use in accordance with the provisions of this Article and other applicable provisions of this Ordinance. However, it is not the intent or policy of the City to encourage the enlargement, extension, or intensification of nonconforming uses.

3-1-3. A nonconformity may not be changed to any other nonconformity.

3-1-4. A nonconformity may only be discontinued or modified according to the provisions outlined in this Article.

3-1-5. To avoid undue hardship, nothing in this Ordinance will require a change in plans, construction, or designated use of any structure for which the City has issued a valid building permit approving the same prior to the effective date of adoption or amendment of this Ordinance and such permit has not been revoked or allowed to lapse for more than 180 days.

Section 3-2. Nonconforming Lots

3-2-1. Vacant Lots

A vacant nonconforming lot of record that fails to comply with the minimum area or other dimensional requirements of the district in which it is located, may be used for any use permitted in its zoning district (designated by a "P" in the Table of Uses in Article 6) provided that:

A. When a nonconforming lot is located in a district that permits single-family dwellings, a single-family dwelling and its customary accessory buildings may be erected on the lot provided that the lot's owner does not also own an adjacent lot that is subject to subsection 3-2-2.

B. Where the lot area is not more than 10 percent below the minimum specified in this Ordinance, and other dimensional requirements are otherwise in compliance, the Planning Director is authorized to issue permits for use, consistent with other City ordinances and regulations.

3-2-2. Recombination of Nonconforming Vacant Lots

When the owner of a nonconforming vacant lot also owns land adjacent to the nonconforming lot, and the adjacent land is large enough so that a portion of it can be combined with the nonconforming vacant lot to create a conforming lot without creating other nonconformities, the owner shall combine the lots to create conforming lots before the City will issue a building permit for any construction on the nonconforming lot.

3-2-3. Nonconforming Occupied Lots

Nonconforming lots occupied by buildings or structures that fail to comply with the dimensional requirements for the zoning district in which they are located may continue to be used, provided the specific nonconformity is not increased, enlarged, or intensified. For example, this Ordinance does not prohibit the conversion of an existing building that does not meet the minimum yard requirements to another permitted use, as long as (a) no further encroachment is made into the required yards, and (b) the conversion does not create any new nonconformities.

Section 3-3. Nonconforming Uses

3-3-1. A change in occupancy, ownership, name, or management of a nonconforming use is permitted provided that no change in the nature or character of the nonconforming use occurs.

3-3-2. Where a nonconforming use of land involves an individual, permanently-fixed structure, such use may be continued provided that no existing structure devoted to the non-conforming use is enlarged, extended, constructed, reconstructed, moved to another location on the property, or structurally altered unless the use is brought into full compliance with this Ordinance.

3-3-3. No nonconforming use may be reestablished in a structure if the structure has been demolished or damaged to the extent that the cost of repairs is estimated to be 51 percent or more of its most recent tax appraisal valuation, as determined by either the Madison County or Limestone County tax assessors' offices.

3-3-4. A nonconforming use shall not be expanded. Expansion includes an intensification of use, a physical expansion that results in increased capacity or activity associated with the use, an extension of the hours of operation or number of days of activity, and any similar change in activity or location. A nonconforming use of land outside a building shall not be extended or enlarged to affect a greater portion of the land or intensified on existing land after the effective date of this Ordinance.

3-3-5. A nonconforming use shall not be moved from one location on a site to another location on the same site unless the property owner can demonstrate to the satisfaction of the Director that the relocation of the use will not increase the impacts of such use on the public, will not adversely affect adjacent properties, will not result in the enlargement, extension or intensification in nonconformity, and will not have the effect of making the nonconformity more permanent.

3-3-6. A nonconforming use shall not be changed to any other use unless the new use conforms to the standards of the zoning district in which it is located. Once a nonconforming use is changed to a conforming use, a nonconforming use may not be re-established.

3-3-7. When a property owner has discontinued or abandoned a non-conforming use for 180 calendar days, the use shall not be re-established or resumed, and any subsequent use of the land or structure must conform to the requirements of this Ordinance. If a governmental authority has impeded use of or access to the premises for a government activity such as road construction, then the time period when the government impeded access will not count as discountenance or abandonment.

3-3-8. No nonconforming accessory use shall continue after the principal use is terminated by abandonment, discontinuance, damage, or destruction.

3-3-9. The City permits only the following structural modifications in any structure occupied with a nonconforming use:

A. Structural changes an authorized official has ordered to ensure the safety of the principal or accessory structure.

B. Maintenance and repairs to keep a structure in sound condition.

C. Structural changes necessary to convert the nonconforming use to a conforming use.

D. Notwithstanding other language to the contrary in this chapter, the structure housing an existing nonconforming residential use may be enlarged or altered provided that no additional dwelling units result. Any such enlargement or alterations shall be in full compliance with all other requirements of this Ordinance.

E. A nonconforming use may be extended within portions of structures that were manifestly arranged or designed for the use prior to the effective date of adoption or amendment of this Ordinance.

Section 3-4. Nonconforming Structures (Excluding Signs)

3-4-1. Normal repair and maintenance to allow the continuation of a nonconforming structure in a sound condition is permitted.

3-4-2. Structural changes necessary to convert a non-conforming structure to a conforming structure are permitted.

3-4-3. Notwithstanding other language to the contrary in this chapter, enlargement of a nonconforming structure is permitted provided all aspects of the enlargement conform to the standards of this Ordinance and do not result in a new, expanded, or intensified nonconformity.

3-4-4. A nonconforming structure may be altered to decrease its degree of nonconformity.

3-4-5. A nonconforming structure may not be moved unless such movement eliminates the nonconformity.

3-4-6. Once removed, abandoned, destroyed, or demolished, a nonconforming structure may not be replaced by any structure that fails to comply with this Ordinance.

3-4-7. No nonconforming accessory structure shall continue to be used after the principal structure is terminated by abandonment, discontinuance, damage, or destruction.

3-4-8. When a nonconforming structure is damaged to the extent that the cost of repairs is estimated to be less than 51 percent of its tax appraisal value, as determined by either the Madison County or Limestone County tax assessor's offices, it may be repaired to its previous condition provided that the owner applies for building permits for the repairs within 180 calendar days after the damage occurs.

3-4-9. When a nonconforming structure is damaged to the extent that the cost of repairs is estimated to be 51 percent or more of its most recent tax appraisal valuation, as determined by either the Madison County or Limestone County tax assessor's office, it may only be repaired if such repairs make it a conforming structure. If the Owner does not repair the structure to make it a conforming structure, then the City may require demolition pursuant to the Madison Code of Ordinances.

3-4-10. When a nonconforming structure is declared physically unsafe or unlawful due to a lack of repairs or maintenance, any restoration, repairs, or reconstruction must comply with the standards of this Ordinance for a lawful conforming structure. If the Owner does not repair the structure to make it a conforming structure, then the City may require demolition pursuant to the Madison Code of Ordinances.

Section 3-5. Nonconforming Signs

3-5-1. See Article 9 for regulations pertaining to nonconforming signs.

Section 3-6. Nonconforming Features

3-6-1. No action shall be taken which increases the degree or extent of a nonconforming feature.

3-6-2. Any enlargement, extension, structural alteration, parking change, and other changes to lot design, structural features, landscaping, or lot access shall conform to all requirements of this Ordinance.

Section 3-7. Nonconforming Manufactured Home Park

3-7-1. Nonconforming manufactured home parks may not be expanded or increased in size including adding additional lots or spaces to the park.

3-7-2. When a site, lot, or space within a nonconforming manufactured home park is vacated, no replacement manufactured home may be placed on that site.

Section 3-8. Temporary Construction Offices and Storage

3-8-1. The City allows temporary structures such as manufactured homes, modular units, and storage containers incidental to building construction or land development, for an appropriate time commensurate with construction activity provided that the owner of such temporary nonconforming structures removes them following completion or no later than the date that building permits for construction at the site expire, or as set forth in the City's Code of Ordinances.

ARTICLE 4
GENERAL PROVISIONS

The following standards and requirements apply in all zoning districts unless otherwise noted.

Section 4-1. Lot Size

All reductions in lot size through subdivision or recombination must ensure that the resultant lot and any permitted use it may contain can meet the dimensional requirements of this Ordinance for the district in which it is located. This provision does not apply to the purchase or condemnation of narrow strips of land for public utilities or street rights-of-way.

Section 4-2. Yard Use Limitations

No part of a required yard or open space for any building or use on one lot may be included in the calculation of a required yard or open space for another building or use on another lot.

Section 4-3. Lot of Record Required for Construction

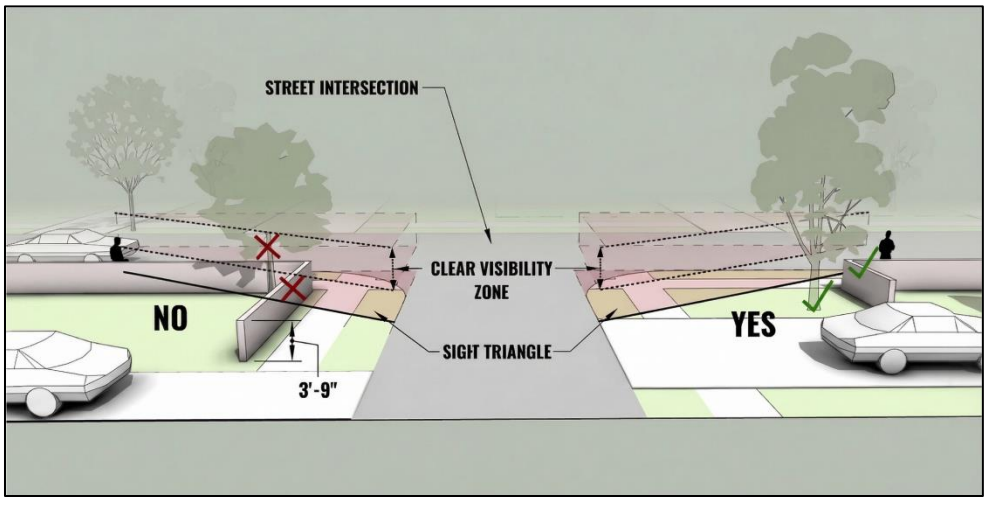
Any new structure erected or installed after the effective date of this Ordinance must be placed on a legal lot of record.

Section 4-4. One Principal Building Permitted on a Lot

Only one principal building and its permitted accessory buildings are permitted on a lot of record with the exception of a common interest development such as residential and non-residential condominiums, shopping centers, institutional uses, business and industrial campuses, and mixed-use developments.

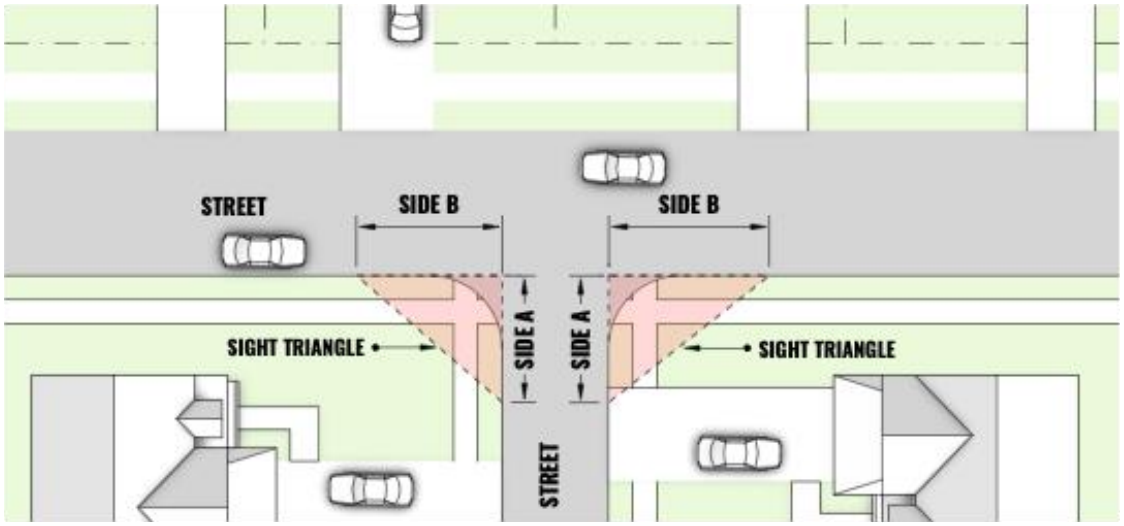
Section 4-5. Clear Visibility at Intersections

4-5-1. Clear visibility at intersections must be maintained between a height of 3.5 feet and eight feet as measured from the surface of a street or driveway, whichever is higher, within required sight triangles. No planting, fence, wall, berm, or other obstruction may be placed in a required sight triangle unless it conforms to the height restrictions.



4-5-2. Minimum required sight distances at street and rail intersections are indicated in the table below. However, sight distances for properties in mixed-use districts are established along with other dimensional requirements on a project-by-project basis.

		When Side B Is Along:			
	Side A (ft) / Side B (ft)	Local Street	Collector Street	Arterial Street	Railroad
When Side A Is Along:	Local Street	30/30	30/50	30/70	100/NA
	Collector Street	50/30	50/50	50/70	200/NA
	Arterial Street	70/30	70/50	70/70	300/NA
	Railroad	NA/100	NA/200	NA/300	



4-5-3. Sight distance where driveways intersect streets is defined as a 10 x 10-foot triangle.

4-5-4. Sight distance measurements must be taken from the edge of pavement, street curb line, or railway stop line, whichever applies. If a driveway crosses a sidewalk, then the edge of sidewalk furthest from the street must be used as a side in place of edge of pavement or curb.

Section 4-6. Access to a Street Required

Unless otherwise stated in the following subsections, every building constructed or installed on a lot after the effective date of this Ordinance must be placed on a lot with a minimum of 20 feet of public street frontage, or a lot with a minimum of 20 feet of frontage on and legal access to an approved private street. Access to a public street via a recorded ingress/egress easement across another lot is permitted. All structures must be located on lots in a manner that provides safe and convenient access for servicing, fire protection, and required off-street parking.

4-6-1. A development site consisting of one or more legal lots of record that is developed under a coordinated, approved site-specific plan and which is accessed solely by driveways shall only be required to abut a public street along some portion of the development site, the minimum distance of which shall be determined by the City to be adequate for public and emergency vehicle access, but which shall not be more than 35 feet in width.

4-6-2. Lots created for utility facilities, including but not limited to, water towers, electric and gas substations, telecommunication towers, and satellite receivers, may be created without frontage or deeded access as long as a legally enforceable access easement a minimum of 15 feet in width has been granted and documentation for such has been received by the City at the time of final or certified plat approval.

Section 4-7. Driveways

4-7-1. No driveway or other point of access to a street shall be constructed, relocated, or altered unless the driveway has been approved by the City of Madison.

4-7-2. For development projects comprised of multiple buildings and lots, access to the pre-existing public street system will be determined by the location of proposed intersecting streets, topography, and other general site characteristics. No parcel of land that is a functional part of the overall development, even though it may be removed by the developer from the rest of the project area by subdivision or by metes and bounds description, shall be permitted to have driveway access to the public streets bounding the project area unless pre-approved by the City as part of the development project.

Section 4-8. Negative Access Easement

Private negative access easements in which no driveway or other vehicle or pedestrian access is permitted to a lot from an adjacent public street, shall be prohibited, except those easements required by the City to limit driveways on public streets.

Section 4-9. Transportation Improvements Required

When the City determines that the impact of a certain development will pose a safety risk to users of adjacent streets, sidewalks, and bike lanes, adjacent off-site transportation improvements to mitigate the risk may be required prior to development or access approval. Such improvements may include, but are not limited to, special traffic lanes designed to accommodate the deceleration of traffic into, and the acceleration of traffic out of the site. For uses permitted by right, the City Engineer may require such improvements. For uses requiring approval by the Zoning Board of Adjustment, the Board, after consultation with the City Engineer, may require such improvements.

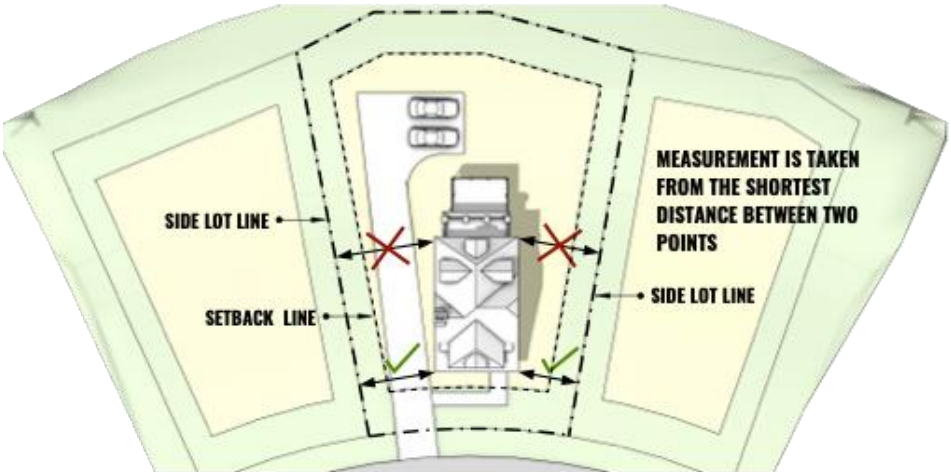
Section 4-10. Alternative Energy Forms

The use of solar energy collectors, storage facilities, distribution components, windmills, and similar alternative energy generators used to provide energy, is permitted within all zoning districts whether as a part of a structure

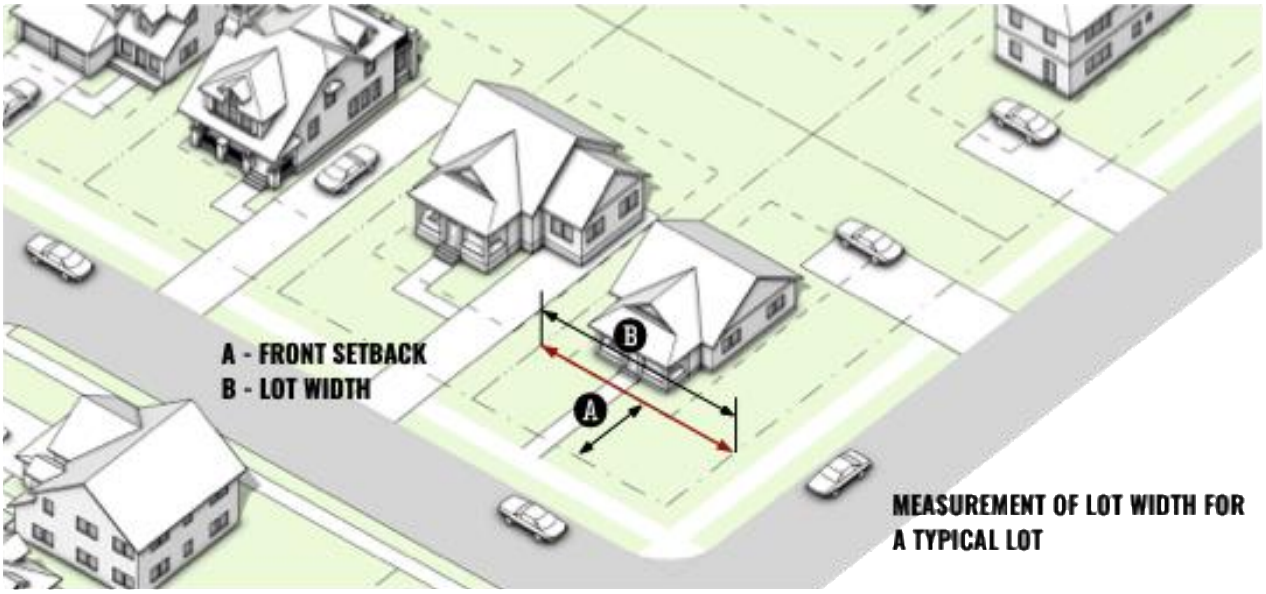
or incidental to a group of structures. When not part of a structure, they are permitted in rear yards only. Height limitations described in Section 5-7-5 may apply.

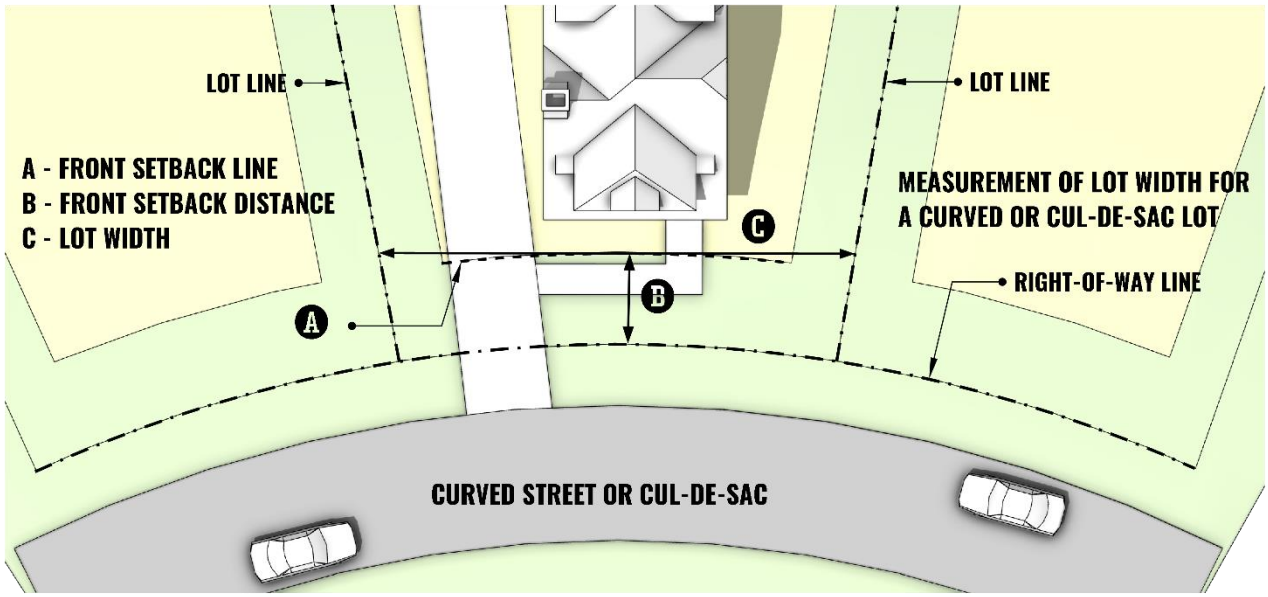
Section 4-11. Measurements

4-11-1. Measuring Distances. When determining distances for setbacks, uses, and lot size, all distances are measured along a horizontal plane from the appropriate property line, edge of building, structure, storage area, parking area, or other object. These distances are not measured by following the topography of the land. Measurements are also taken along the shortest distance between two points.

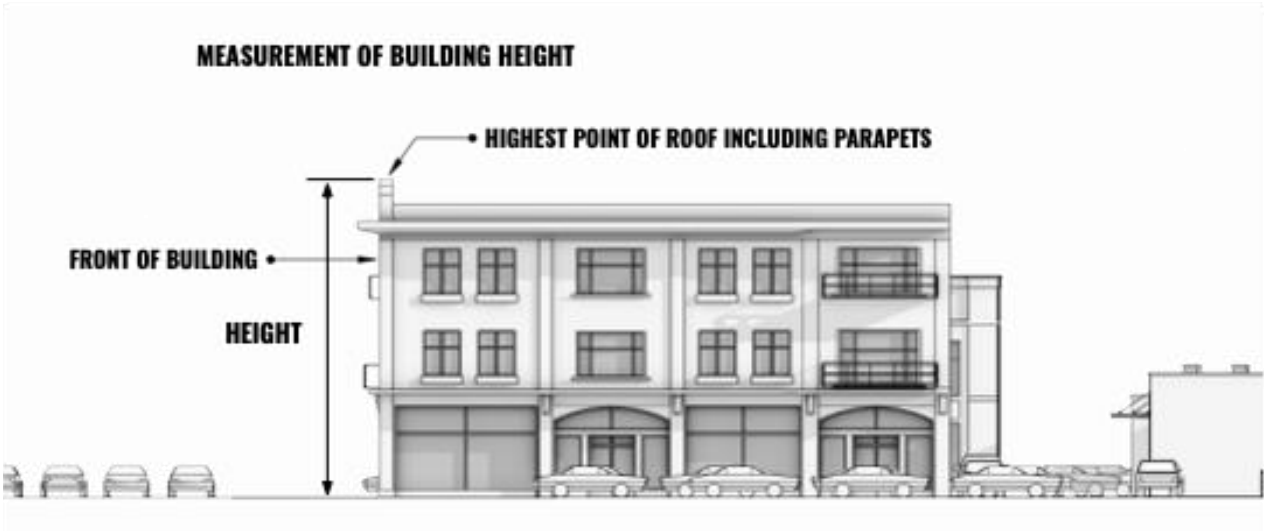


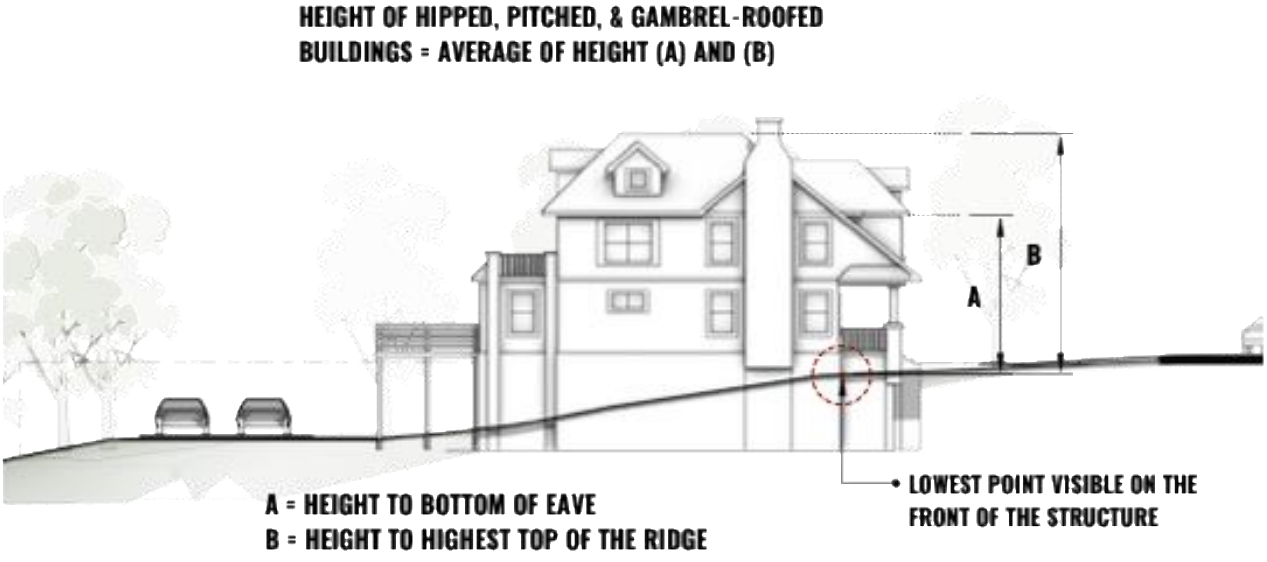
4-11-2. Measuring Lot Width. Lot width is measured from side lot line to side lot line along the front setback line. If a lot fronts a curved street and has a curved front setback line, the measurement is taken at the apex of the curve.



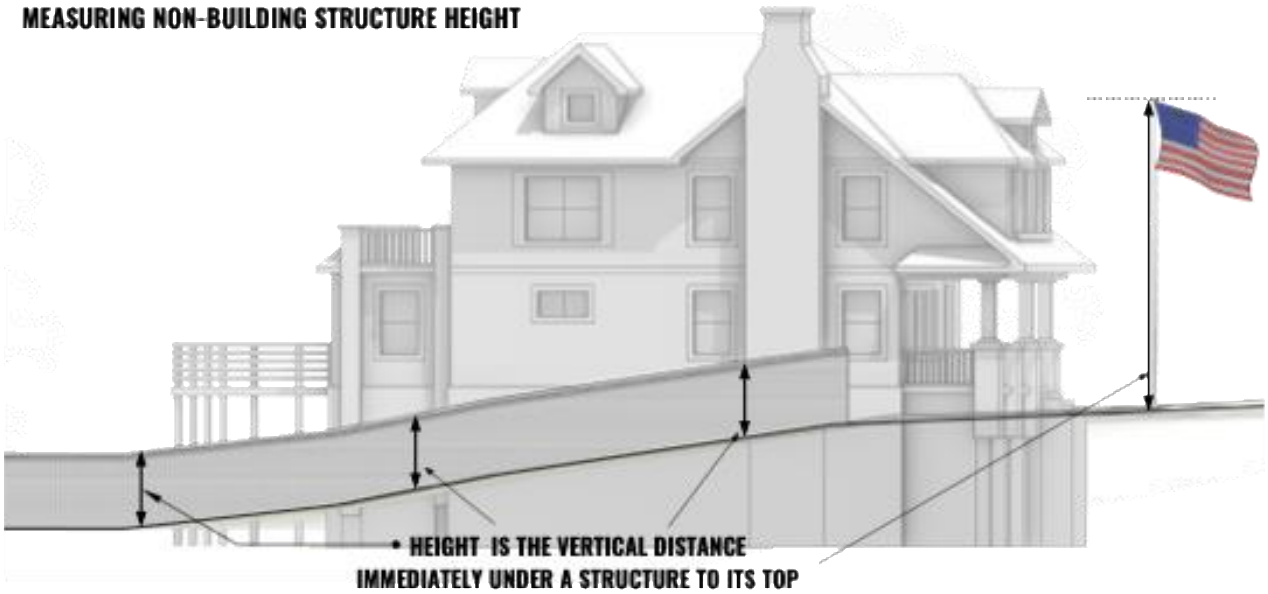


4-11-3. Measuring Building Height. Building height is measured in stories and feet as noted in the dimensional requirements for each district. The number of stories shall include basements. Maximum height in feet is measured from the lowest point of the visible portion of a structure to the highest point of the roof including parapets, except that pitched, hip, and gambrel-roofed buildings are measured to the average height between the eaves and ridge.



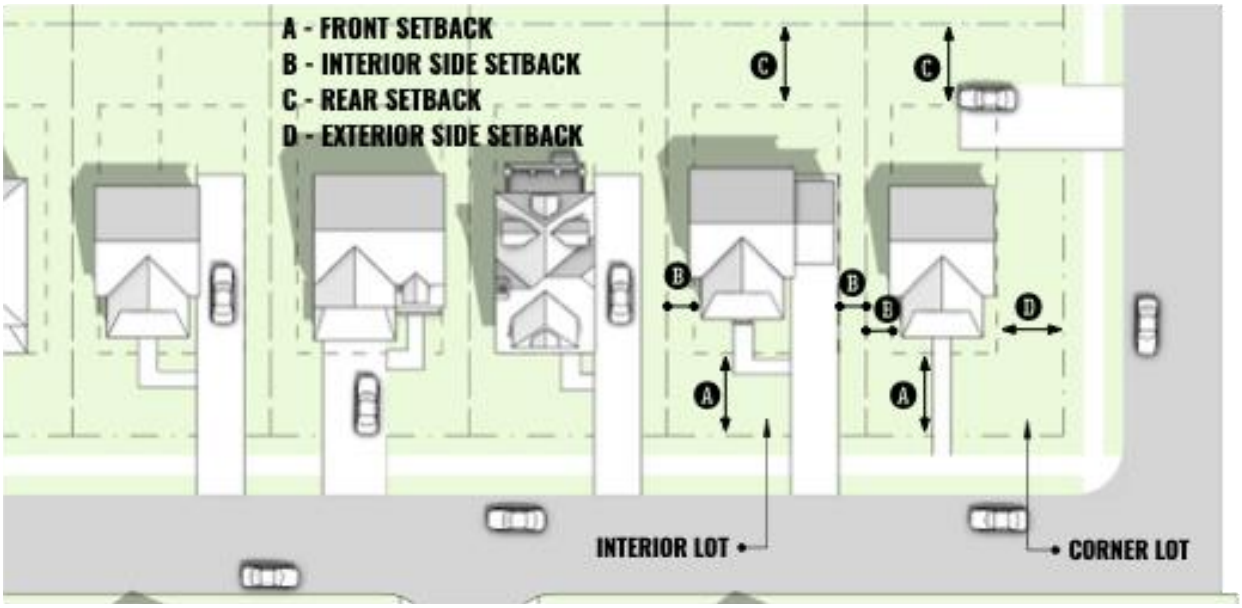


4-11-4. Measuring Non-Building Structure Height. The height in feet of non-building structures such as, but not limited to, signs, flag poles, towers, antennae, and fences is the vertical distance from the ground level immediately under the structure to the top of the structure.

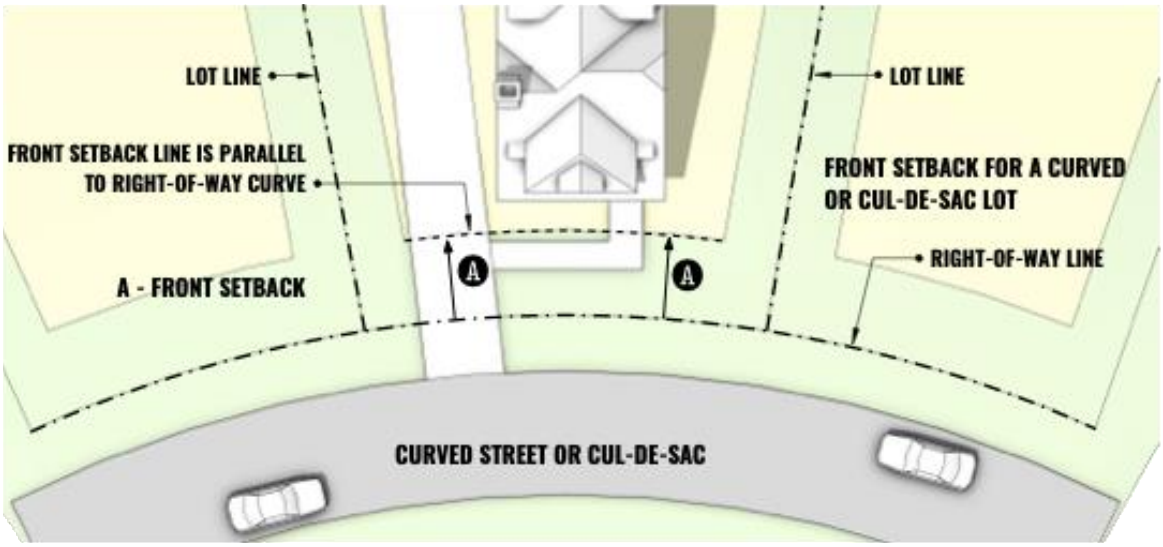


Section 4-12. Setbacks

4-12-1. Front, Side, and Rear. Front, side, and rear setbacks are measured perpendicularly from the front, side, or rear property line or right-of-way, whichever is closest to the interior of the lot to which they refer as shown in the following diagram.

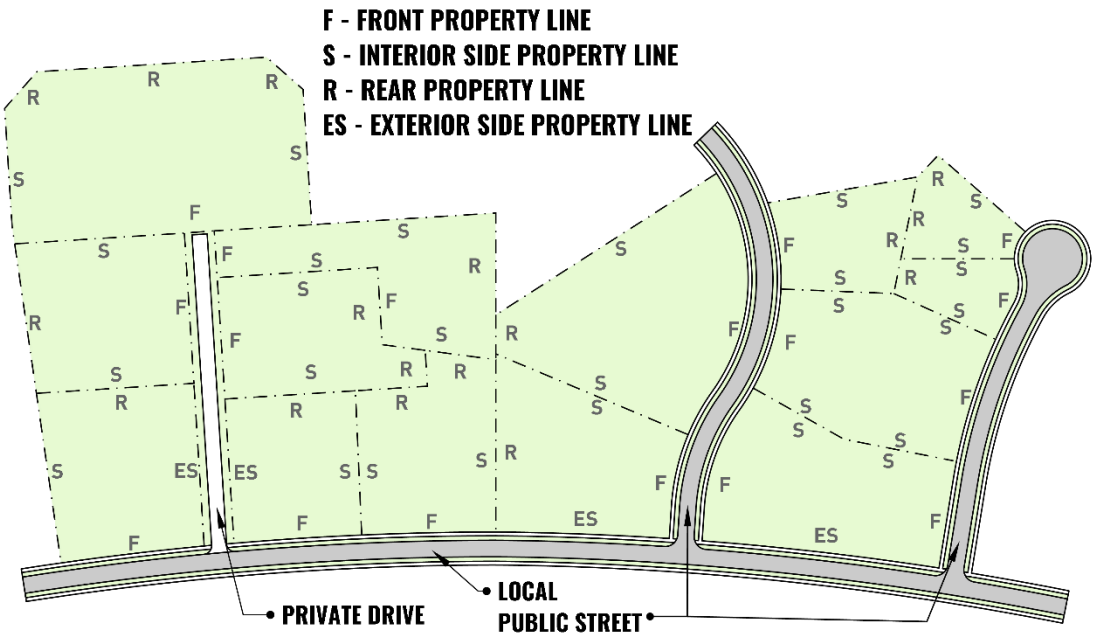


4-12-2. Setback Measurement on Cul-de-Sacs and Curved Lots. The front setback for lots on cul-de-sacs and curved lots shall be measured parallel to the arc of the street right-of-way and inward toward the center of the lot, as illustrated in the following diagram.



4-12-3. Setback Measurement on Through Lots. On through lots both (opposing) street lines are considered front property lines and must meet front setbacks. On these lots, there is no rear setback line.

4-12-4. Setback Measurement on Irregularly Shaped Lots. Front, side, and rear property lines on irregularly shaped lots are generally depicted below. The Director will determine setbacks as well as how exemptions may apply for lot configurations not specifically addressed in these regulations.



Section 4-13. Site Preparation

4-13-1. Natural Vegetation Preserved. Areas of natural vegetation, especially trees and shrubs, must be preserved along property lines, including fence rows and drainage ways, and incorporated into the site's landscape plan. However, noxious and nuisance plants, and unhealthy vegetation, may be removed as identified and shown on the landscape plan. A no-grade area shall also be identified on the plan when appropriate.

4-13-2. Grading Restricted. Site grading may not occur prior to issuance of a land disturbance permit or site plan approval and permitting.

4-13-3. Changes to Topography Limited. Buildings and improvements shall be located on site so as to minimize changes to existing topography.

Section 4-14. Parking and Storage of Certain Vehicles

Automotive vehicles or trailers of any type without current license plates shall not be parked or stored other than in completely enclosed buildings on any property zoned for or used as a residence.

Section 4-15. Airport Impact Overlay District Regulations

4-15-1. Purpose. The purpose of these Airport Impact Overlay District Regulations is to regulate the height of man-made structures and natural objects within the Obstruction Free Area (OFA), as shown on Airport Impact Overlay District Obstruction Free Area Map, and to regulate the use of lands within the district, to assure that land uses and man-made structures within the OFA are compatible with operations at the Huntsville International Airport, and to address noise within the Noise Impact Area (NIA) shown on the Airport Impact Overlay District Noise Impact Area Map. The overlay maps are provided in Article 5.

4-15-2. Part 77 Requirements for Structures Lying Within the Obstruction Free Area. Within the OFA, the grant of any building permit by the City of Madison for any proposed construction or alteration of a structure or telecommunications facility that exceeds the height restrictions in the below table for the applicable OFA shall be conditioned on the applicant complying with 14 C.F.R. Part 77 ("Part 77"), including but not limited to, the submission to the Federal Aviation Administration (FAA) of FAA Form 7460-1. A copy of Form 7460-1 must also be provided to the Huntsville-Madison County Airport Authority ("Authority"). Applicants must provide a copy of the FAA's response containing the determination to the City.

OBSTRUCTION FREE AREAS	HEIGHT RESTRICTIONS
OFA 1	25 feet above ground level
OFA 2	50 feet above ground level
OFA 3	75 feet above ground level
OFA 4	100 feet above ground level
OFA 5	125 feet above ground level
OFA 6	150 feet above ground level
OFA 7	175 feet above ground level
OFA 8	200 feet above ground level

A. **No hazard.** If the FAA issues a Determination of "No Hazard" to air navigation with no conditions, then the City may issue the building permit.

B. **No hazard subject to conditions**. If the FAA issues a Determination of "No Hazard" to air navigation subject to certain conditions, then the City will not issue the building permit

unless the Authority consents to the conditions in writing, which consent shall not be unreasonably withheld.

1. If the Authority consents to the FAA's conditions, then the City may issue the building permit, which will be subject to the FAA conditions.
2. The Authority's withholding of consent will be considered reasonable if the grant of the permit, even with FAA conditions, would have a significant impact on Airport operations, including but not limited to changes to the Airport's Visual Flight Rules/Instrument Flight Rules, aeronautical departure/arrival operations, air traffic procedures, and/or minimum flight altitudes.
3. ALDOT review as specified in Section 4-16-2.E may also be required.

C. **Hazard**. If the FAA issues a "Determination of Hazard" to air navigation, then the City will not issue the building permit.

D. **Review and Appeal**. Nothing in this Section 4-16-2 shall preclude an applicant from seeking the FAA's reconsideration of a determination of hazard or conditions. Furthermore, nothing in this Section 4-16-2 shall preclude an applicant from exercising a right of appeal to the Zoning Board of Adjustment in accordance with this Ordinance.

E. **ALDOT Review**. In the event that an Applicant desires to build a structure exceeding heights specified in the OFA, and the FAA issues a determination of presumed hazard, the applicant shall apply for a permit from ALDOT in accordance with the Airport Airspace Safety Act of 2009, as amended (See Section 23-1-412(a)(1 of the Code of Alabama). Further, if the applicant is required to but fails to file a completed form 7460-1 to the FAA, the applicant must apply for a permit from ALDOT.

4-15-3. Part 77 Requirements for Temporary Construction Equipment. Applicants for a building permit must comply with Part 77 requirements relating to temporary construction equipment, such as cranes, and must submit a Form 7460-1 if the tallest vehicle or piece of equipment used in the construction exceeds the applicable height restrictions in the OFA Table for the construction site. A copy of Form 7460-1 must also be provided to the Huntsville-Madison County Airport Authority.

4-15-4. Land Use Compatibility in the Noise Impact Area. This Section establishes land use compatibility regulations for the Noise Impact Area, in accordance with Part 150 ("Part 150"), Federal Aviation Regulations, 14 C.F.R. 150, Table 1, Appendix A, as amended. If a use is listed as prohibited or conditional in this Section, then the City will not issue a certificate of occupancy for such structure, unless the applicant meets applicable conditions.

A**. Noise Impact Area 1 (75 and higher DNL)**

1. The following land uses are prohibited in Noise Impact Area 1, regardless of whether sound attenuation measures are incorporated into the design and construction of the structure:
   a. Residential, including mobile home parks and transient lodgings;
   b. Schools;
   c. Hospitals and nursing homes;
   d. Churches, auditoriums, and concert halls;
   e. Livestock farming and breeding;
   f. Outdoor sports arenas and spectator sport venues;

g. Outdoor music shells, amphitheaters;

h. Nature exhibits, riding stables, and zoos; and

i. Amusement parks, water recreation, resorts, and camps.

2. The following land uses are compatible in Noise Impact Area 1, only if (1) sound attenuation measures to achieve NLR of 30 are incorporated into design and construction of enclosed structures in areas of a site, such as offices and noise-sensitive gathering areas, where incorporation of such measures is technically feasible and desirable for the health, safety, and welfare of the inhabitants; and (2) avigation easements are deeded to the Airport Authority:

a. Governmental services, other than those provided in connection with the operation of the Airport;

b. Offices;

c. General retail trade;

d. Commercial communication;

e. Photographic and optical manufacturing and production;

f. Transportation and parking;

g. Wholesale and retail of building materials, hardware, and farm equipment; and

h. General manufacturing;

i. Golf courses, greenways, and non-spectator recreation.

B. **Noise Impact Area 2 (70 – 75 DNL)**

1. The following land uses are compatible in Noise Impact Area 2 only if (1) sound attenuation measures to achieve NLR of 30 are incorporated into design and construction of enclosed structures, where incorporation of such measures is technically feasible and desirable for the health, safety, and welfare of the inhabitants; and (2) avigation easements are deeded to the Airport Authority:

a. Hospitals and nursing homes;

b. Churches, auditoriums, and concert halls;

c. Residential, including mobile home parks and transient lodgings;

d. Schools;

e. Outdoor music shells, amphitheaters; and

f. Nature exhibits and zoos.

g. Governmental services;

h. Offices;

i. General retail trade;

j. Commercial communication; photographic and optical manufacturing and production;

k. Golf courses, riding stables, and water recreation;

~~l. Transportation and parking;~~

m. Wholesale and retail of building materials, hardware, and farm equipment;

n. Utilities;

o. ~~General manufacturing;~~ and

p. Outdoor sports arenas and spectator sport venues.

2. **The following land uses are compatible in Noise Impact Area 2 only if (1) avigation easements are deeded to the Airport Authority; and (2) any offices associated with the uses below have sound attenuation measures to achieve NLR of 30 incorporated into design and construction of enclosed structures, where incorporation of such measures is technically feasible and desirable for the health, safety, and welfare of the inhabitants:**

a. Transportation and parking;

b. General manufacturing.

C. **Noise Impact Area 3 (65 – 70 DNL)**

1. The following land uses are compatible in Noise Impact Area 3, only if (1) sound attenuation measures to achieve NLR of 30 are incorporated into design and construction of enclosed structures, where incorporation of such measures is technically feasible and desirable for the health, safety, and welfare of the inhabitants; and (2) avigation easements are deeded to the Airport Authority:

a. Hospitals and nursing homes;

b. Churches, auditoriums, and concert halls;

c. Residential, including mobile home parks and transient lodgings;

d. Schools;

e. Outdoor music shells, amphitheaters; and

f. Outdoor sports arenas and spectator sport venues.

4-15-5. Mixed Uses. If mixed uses are proposed for a site within the OFA or NIA, then the City will either (a) apply any applicable conditions to an entire site based on the dominant property use as presented in the development plans, or (b) apply any applicable conditions to different structures on the site in accordance with their proposed use and location within the OFA or NIA.

4-15-6. Rezoning; Re-platting; Building Permits. Permits for rezoning, re-platting of land or for a building permit to construct or alter a structure on land lying within the NIA shall not be granted unless the landowner of record grants the Airport Authority an avigation easement containing an accurate legal description and properly signed by all the owners of the land for which application is being made.

4-15-7. General Use Restrictions. Notwithstanding any other provision of this Ordinance, no use may be made of land within any zone established by this Article that creates electrical interference with navigational signals or radio communication between the Airport and aircraft, makes it difficult for pilots to distinguish between Airport lights and other lights, results in glare in the eyes of pilots using the Airport or impairs their ability to see the vicinity of the Airport, or otherwise endangers the landing, taking-off or maneuvering of aircraft, or impairs approach or departure procedures at the Airport.

4-15-8. Hazard Marking and Lighting. In granting any permit or variance under this section, the Planning Department, Planning Commission, Building Director, or Zoning Board of Adjustment, as the case may be, may, if such action effectuates the purposes of this Article and is reasonable in the circumstances, so

condition such permit or variance on the owner of a structure or tree, at its own expense, to install, operate, and maintain thereon such markers and/or lights as may be necessary to indicate to pilots the presence of an airport hazard.

Section 4-16. Redstone Arsenal Military Compatibility Area Overlay District Regulations

4-16-1. Purpose. The purpose of these Redstone Arsenal Military Compatibility Area Overlay District (MCAOD) Regulations is to regulate the height of man-made structures and use of lands within the Military Compatibility Area (MCA) to prevent future incompatibility between development and Redstone Arsenal's existing and future operational capabilities.

4-16-2. Applicability. This Section establishes regulations applicable to all land within the MCAOD as defined herein. The MCAOD is limited to the specific geographical area within the City of Madison as depicted on the Official Zoning Map for which there is an applicable MCA.

4-16-3. Exemptions. The following uses are exempt from the MCAOD regulations of this Section:

A. **Agricultural Use.** This Section shall not be used to regulate any operational aspect of an existing agricultural use, including the cultivation and harvesting of crops, land management activities (prescribed burning, clearing, spraying, and trimming), livestock management, or use and application of water. Expansion of existing structures and construction of new structures that are accessory for agricultural uses are subject to these regulations to the extent permitted.

B. **Existing Structures.** This Section shall not restrict or limit the use of legally established, existing land uses and structures as of the effective date of these regulations.

4-16-4. Establishment of Military Compatibility Area Boundaries. The MCAs applicable in the city of Madison are hereby established as depicted on the official Zoning Map for the City of Madison and shown in the figures listed below and provided in Article 5.

MCA Summary

Military Compatibility Area	Description
Vertical Obstruction MCA figure	The Vertical Obstruction MCA establishes height limitations for structures/buildings and natural features (trees and vegetation) to protect aircraft flight operations at Redstone Arsenal. This MCA encompasses all land outside Redstone Arsenal's boundary and within the Department of Defense imaginary surfaces around Redstone Army Airfield.
Wildlife Aircraft Strike Hazard (WASH) MCA figure	The WASH MCA establishes regulations to reduce impacts associated with bird and wildlife attractant land uses, activities, and/or habitation around Redstone Army Airfield. This MCA encompasses all land outside Redstone Arsenal's boundary and within the five-mile WASH area around Redstone Army Airfield.
Alabama Military Land Use Planning Act MCA figure	The Alabama Military Land Use Planning Act MCA aligns with state law to provide guidance, regulations, and notification requirements for communities near military bases. This MCA encompasses a two-mile radius around Redstone Arsenal.

4-16-5. MCAOD General Requirements

A. **Lighting.** All properties within the MCAOD are subject to the lighting requirements established in Article 7.

B. **Utility-Scale Alternative Energy**

1. Purpose. The purpose of this section is to establish regulations for utility-scale (generating 10 or more megawatts) alternative energy facilities and structures to ensure impacts to military and aviation operations are minimized.

2. Applicability. The requirements of this section shall apply to any application for municipal approval for the erection and maintenance of the following utility-scale alternative energy facilities and structures within the MCAOD:

   a. Solar energy generation facility,

   b. Wind energy generation facility, and

   c. Other similar uses that involve the production, storage, and distribution of energy resources and involve vertical structures, glare, or other impacts on aviation operations at Redstone Arsenal.

3. Alternative Energy Development Standards

   a. Applications for energy development projects shall include a mission compatibility evaluation from the Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse.

   b. Applications for energy development projects shall include details related to the siting of facilities, energy capacity output, height of structures and facilities, and construction technology.

4. The information in subsections B.1-3 shall be reviewed and considered before any decision is rendered to approve an application for an energy development project.

4-16-6. Vertical Obstruction Military Compatibility Area

A. **Purpose and Intent**. The purpose and intent of the Vertical Obstruction MCA is to establish the geography and regulations to protect important flight areas for aircraft at Redstone Arsenal. These requirements ensure development compliance with Title 14 Code of Federal Regulation Part 77, commonly known as Part 77, and Department of Defense guidance and provide a basis for evaluating vertical obstructions.

B. **Applicability.** Part 77.17 establishes standards to determine obstructions within navigable airspace, based on the height of the proposed building/structure(s) or natural features AGL in relation to military operations. Pursuant to Part 77 an obstruction to air navigation is an object that is greater than specific heights relative to military operations within established height thresholds.

Part 77.21 establishes imaginary surfaces for military use airports. An existing object, including a mobile object, is, and a future object would be an obstruction to air navigation if it is of greater height than the imaginary surfaces.

C. **Vertical Obstruction MCA Development Standards**

1. Development of structures between 150 feet and 199 feet AGL. The City shall verify compliance of the development project with the City's Vertical Obstruction Assessment Tool to ensure the project does not penetrate an imaginary surface.

2. Development of structures greater than 199 feet AGL. Confirmation of a Part 77 Obstruction Evaluation compliance review is required to be submitted with any development application that proposes structures greater than 199 feet AGL in height. The City shall verify compliance of the development project with the City's Vertical Obstruction Assessment Tool.

D. **Imaginary surfaces.** There are hereby established and designated five imaginary surfaces, with associated maximum structure height limits based on the established airfield elevation (EAE) of Redstone Army Airfield. Redstone Army Airfield's EAE is 685 feet on the north end and 655 feet on the south end, measured above mean sea level. The imaginary surfaces are described as follows.

1. Approach/Departure Clearance Surface. This surface begins as an inclined plane, symmetrical relative to the Redstone Army Airfield runway centerline, beginning at each end of the runway's primary surface and extending for 20,000 feet. The slope of this surface is 50 horizontal feet for every one vertical foot, or 50:1, along the runway centerline, until it reaches an elevation of 500 feet above the EAE. The surface then continues horizontally at this elevation for another 30,000 feet. This surface is 1,000 feet wide where first extending and then flares uniformly to 16,000 feet wide at its end.

2. Inner Horizontal Surface. This oval-shaped horizontal plane is 150 feet above the EAE. It is constructed by scribing an arc with a radius of 7,500 feet about the centerline at each end of the runway and interconnecting these arcs with tangents.

3. Conical Surface. This inclined surface extends at a slope of 20:1 for 7,000 feet outward between the inner horizontal surface and the outer horizontal surface, reaching a height of 500 feet above the EAE.

4. Outer Horizontal Surface. This horizontal plane is located 500 feet above the EAE. It extends outward from the outer periphery of the conical surface for 30,000 feet.

5. Transitional Surfaces. Transitional surfaces connect the other surfaces to each other, with a slope of 7:1.

E. **Height Limitations: Zones.** There are hereby created and established zones that include all of the land beneath the Approach/Departure Clearance Surface, Inner Horizontal Surface, Conical Surface, Outer Horizontal Surface, and Transitional Surfaces as they apply to Redstone Army Airfield. Such zones are shown on the Official Zoning Map, and more particularly described in Subsection D above. Except as otherwise provided in this section, no structure, natural growth, or other obstruction shall be erected, altered, allowed to grow, or maintained in any zone contained in this section to a height above the surfaces established and described in Subsection D above. An area located in more than one of these zones is considered to be only in the zone with the more restrictive height limitation. A property owner wishing to erect or maintain a structure or natural growth that exceeds the height limitations of this Subsection may apply for a variance.

F. **Temporary Obstruction Permits.** The use of temporary construction equipment within the Vertical Obstruction MCA requires the issuance of a Temporary Obstruction Permit. The Director or Building Director may approve the use of temporary construction equipment within the Vertical Obstruction MCA, subject to the following:

1. Applicability. For the purpose of this section, temporary obstructions include construction equipment, cranes, boom trucks, concrete pumps, drilling rigs, stockpiles, temporary lighting, and other similar elements necessary for construction as determined by the Director or Building Director.
2. Part 77 Compliance. The location and height of the temporary obstruction are Part 77-compliant.
3. Part 77 Notice to FAA. The applicant has complied with the required 45-day notice to the FAA required by Part 77 regulations.
4. No temporary obstruction permit shall be issued until a building permit, land disturbance permit, or site plan has been issued for the development.
5. Duration. The Director or Building Director may issue the temporary obstruction permit for temporary periods not to exceed one year, which may be renewed for additional one year increments if necessary. No temporary obstruction permit shall be issued for any longer period than necessary to complete the construction under the building or grading permit issued for the development.
6. Upon cessation of use, the applicant shall notify the Director and Building Director that the temporary obstruction has been discontinued.

4-16-7. Wildlife Aircraft Strike Hazard (WASH) Military Compatibility Area

A. **Purpose and Intent.** The WASH MCA is meant to protect aircraft operations above and around Redstone Arsenal from impacts caused by wildlife, especially birds.

B. **Applicability.** The standards apply to all land outside the boundaries of Redstone Arsenal and properties within the five-statute-mile radius WASH Relevancy Area around the Redstone Army Airfield air operations area and apply only to specific uses that are more likely to attract wildlife, thus generating a safety hazard near the airfield. The air operations area encompasses all parts of the airfield where aircraft may operate.

C. **WASH MCA Development Standards**. All development within a five mile radius of the air operations area at Redstone Army Airfield shall adhere to the following use standards:

1. Solid Waste Landfills. New solid waste landfills are prohibited. Solid waste landfills are defined as any discrete area of land or an excavation that receives household waste, and that is not a land application unit, surface impoundment, injection well, or waste pile.
2. Solid Waste Landfill Transfer Stations. All new solid waste landfill transfer stations shall meet the following criteria:
    a. Be fully enclosed and receive garbage behind closed doors;
    b. Process received garbage via compaction, incineration, or similar manner; and
    c. Remove all residue by enclosed vehicles.

    Solid waste landfill transfer stations are prohibited if they:

    a. Handle or store putrescible waste outside or in a partially enclosed structure accessible to wildlife.
    b. Are open on one or more sides.
    c. Store uncovered quantities of municipal solid waste outside, even if only for a short time.
    d. Use semi-trailers that leak or have trash clinging to the outside.

e. Do not control odors by ventilation and filtration systems (odor masking is not acceptable).

3. Livestock Production. Confined livestock operations (e.g., feedlots, dairy operations, hog or chicken production facilities, or egg-laying operations) often attract flocking birds that pose a hazard to aviation. Any livestock operation shall have a program developed to reduce the attractiveness of the site to species that are hazardous to aviation safety.

4. Aquaculture. All new aquaculture activities shall be within fully enclosed buildings. Aquaculture activities outside fully enclosed buildings are prohibited.

5. Golf courses. Water traps at new golf courses shall be constructed with riprap along the length of the water edge to deter birds and wildlife.

4-16-8. Alabama Military Land Use Planning Act

A. **Purpose and Intent.** The Alabama Military Land Use Planning Act, Alabama Code Sections 11-106-6, establishes requirements for certain planning actions within a two-mile radius of Redstone Arsenal's perimeter, which is known as the Alabama Military Land Use Planning Act MCA, to minimize impacts to current and potential military operations.

B. **Redstone Arsenal Review**. The City shall comply with the requirements of the Alabama Military Land Use Planning Act ("MLUPA"), as it may be amended from time to time, by providing notice to Redstone Arsenal authorities when the City considers approvals and applications for local impact issues, tall structures, and wind energy facilities as defined in MLUPA and this Ordinance.

ARTICLE 5
ESTABLISHMENT OF DISTRICTS; MAP

Section 5-1. Creation of Zoning Districts

All areas within the zoning jurisdiction of Madison are divided into zoning districts made in accordance with a comprehensive plan that are delineated on the Zoning Map. These districts, and the regulations that define them, are created with reasonable consideration given to, among other things, the character of the district, its suitability for particular uses, and the regulations necessary to conserve the value of buildings and encourage the most appropriate use of land. There are two types of zoning districts in the City, as described below.

5-1-1. Base Districts. Each base district category serves a different purpose and imposes its own set of requirements and restrictions on land use and the location and design of buildings and structures in addition to the general requirements and restrictions imposed on all land or uses within the zoning jurisdiction. A base district may be layered with an overlay district.

5-1-2. Overlay Districts. Overlay districts are established to provide for certain additional requirements, permit uses not otherwise permitted in the underlying base district, prohibit uses allowed in the underlying base district, or establish special development requirements for uses permitted in the base district. Thus, where overlay districts exist, and there is a conflict between the requirements or uses specified between the overlay and the base district, the overlay district's standards shall prevail. Otherwise, the base district's standards shall also be in effect for any area additionally zoned for an overlay district.

5-1-3. Placetype Correlation with Zoning Districts. Each base district is aligned with one or more placetypes in the City's Comprehensive Plan as listed below.

PLACETYPE	PRIMARY ZONING DISTRICTS	SECONDARY ZONING DISTRICTS
Mixed Residential	R-3, R-4, TND Mixed Residential, UC, MU	R-Z, R-1C, RC-2
Mixed Residential Conservation	RC-2, R3, R4, R1-C, RC- 2, MU, TND	RZ
Suburban Single Family	R-1A, R-1C, R-2, R-3A, TND-Neighborhood Edge	
Neighborhood Mixed Use	B-1, TND-Neighborhood Center, MU, R-4	R-3, UZ
Commercial Mixed Use	B3, UC	MU
Convenience Commercial	B-2, B-3	
Industry	M-1, M-2	
Community Facilities	All	All
Rural and Transitional	R-1, AG	
Park and Natural Areas	All	All

Section 5-2. Planned Unit Development Districts; Limited

Although a category of Planned Unit Development (PUD) has not been included in the district list in Section 5-3 or described in Sections 5-4 or 5-5, existing PUDs developed and maintained according to their site-specific development plans are hereby declared legal conforming developments for uses, lots, structures, signs, and design features integrated into the plan, and shall remain so unless and until they are rezoned or are no longer in conformity with their plans. Any partially built conforming PUD may continue to be constructed according to its site-specific development plan.

Section 5-3. Districts Listed

Specific districts established for the City of Madison are listed below. In addition to the two basic types of zoning districts, these individual districts have been categorized as residential, nonresidential, or mixed-use. These categories are used in certain instances within this Ordinance to establish regulations that mitigate development and use impacts. The districts listed below are described in detail in Sections 5-4 and 5-5. Immediately following those descriptions, Section 5-6 provides guidance on allowed building types, and Section 5-7 lists additional and alternative dimensional standards that may apply. Article 7 provides site design standards that apply.

DISTRICT ABBREVIATION AND NAME		DISTRICT TYPE	DISTRICT CATEGORY
R-1	Single-Family Estate	Base	Residential
R-1A	Single-Family Suburban	Base	Residential
R-1C	Single-Family Conservation	Base	Residential
R-2	Single-Family Neighborhood	Base	Residential
R-3	Single-Family Urban Residential	Base	Residential
R-3A	Single-Family Community Residential	Base	Residential
R-4	Multi-Family	Base	Residential
RZ	Single-Family Patio Home	Base	Residential
RC-2	Residential Cluster District	Base	Residential
TND	Traditional Neighborhood Development	Base	Mixed-Use
UC	Urban Center District	Base	Mixed-Use
MU	Mixed-Use	Base	Mixed-Use
B-1	Downtown Business	Base	Nonresidential
B-2	Community Business	Base	Nonresidential
B-3	General Business	Base	Nonresidential
M-1	Industrial Flex District	Base	Nonresidential
M-2	General Industrial District	Base	Nonresidential
AG	Agriculture District	Base	Nonresidential
HIS	Historic District	Overlay	NA
DRI	Downtown Redevelopment Incentive District	Overlay	NA
WSP	Water Supply Protection District	Overlay	NA
ANI	Airport Impact Overlay District	Overlay	NA
RS	Redstone Arsenal Military Compatibility Area Overlay District	Overlay	NA

Section 5-4. Base Zoning Districts Described

The following sections describe the zoning districts listed in Section 5-3. The information included within these sections is intended to provide the details necessary to differentiate the districts and understand how they function within the City. Mininum and/or maximum (min/max) standards are indicated in the following sections. Still, the sections do not include all information needed to determine what is allowed in each district and how property may be developed.

5-4-1. R-1, SINGLE-FAMILY ESTATE DISTRICT

PURPOSE

The purpose of the R-1 District is to protect existing semi-rural single-family residential areas and develop additional areas at a very low population density that align with the Rural & Transitional placetype, supporting single family detached residences served with or capable of being served by a public water supply and public sanitary sewer where available. The regulations for this district are designed to stabilize and protect the district's character, promote and encourage a suitable environment for family life, and prohibit nonresidential activities that do not serve residents of this district.

EXAMPLE BUILDING TYPE

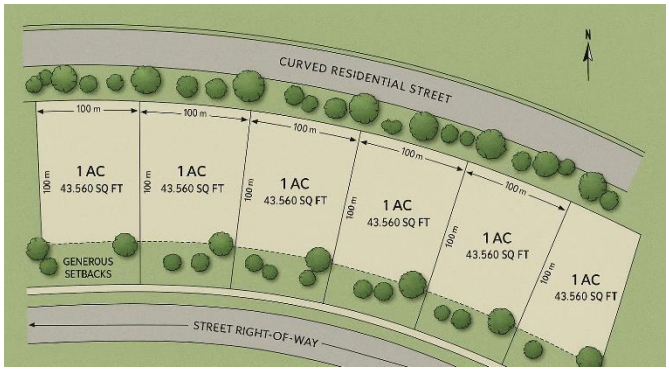
INTENSITY AND DIMENSIONAL STANDARDS

Lot Area (square feet), min.	43,560
Lot Width (feet), min.	100
Residential Density (dwelling units/acre), max.	1.0
Lot Coverage (%), max.	25
Building Height (feet), max.	35
Front Yard Setback (feet), min.	50
Side Yard Setback, Interior/Exterior (feet), min.	25/35
Rear Yard Setback (feet), min.	50

EXAMPLE LOT PATTERN

NOTES

EXAMPLE DEVELOPMENT CONFIGURATION



5-4-2. R-1A, SINGLE-FAMILY SUBURBAN DISTRICT

PURPOSE

The purpose of the R-1A District is to protect existing single-family residential areas and develop additional areas at a low population density that align with the Suburban Single-Family placetype, supporting single family detached residences served with or capable of being served by a public water supply and public sanitary sewer where available. The regulations for this district are designed to stabilize and protect the district's essential single-family amenities, promote and encourage a suitable environment for family life, and prohibit nonresidential activities that do not serve residents of this district.

EXAMPLE BUILDING TYPE

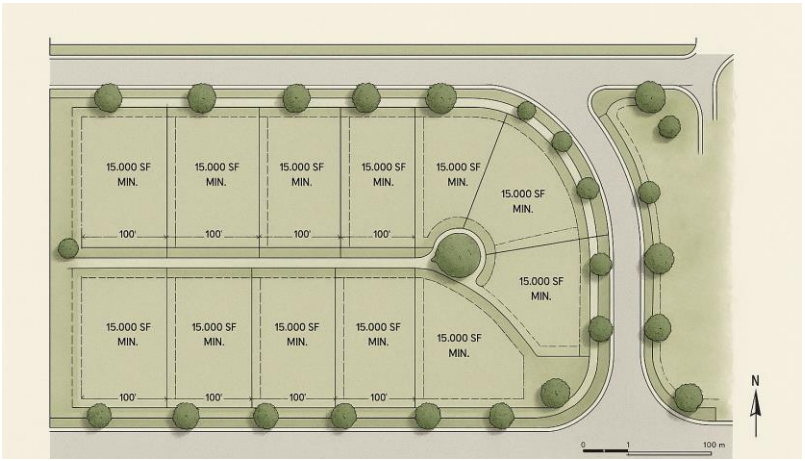
INTENSITY AND DIMENSIONAL STANDARDS

Lot Area (square feet), min.	15,000
Lot Width (feet), min.	100
Residential Density (dwelling units/acre), max.	2.90
Lot Coverage (%), max.	25
Building Height (feet), max.	35
Front Yard Setback (feet), min.	40
Side Yard Setback, Interior/Exterior (feet), min.	15/30
Rear Yard Setback (feet), min.	45
Open Space Required in Subdivision (%), min.	15

EXAMPLE LOT PATTERN

NOTES

EXAMPLE DEVELOPMENT CONFIGURATION



5-4-3. R-1C, SINGLE-FAMILY CONSERVATION DISTRICT

PURPOSE

The intent of the Single-Family Conservation District is to provide opportunities for mid-size lots that align with the Suburban Single-Family, Mixed Residential and Mixed Residential Conservation placetypes, supporting single family detached residences where both public water and sanitary sewer service are provided in a compact, conventional subdivision layout while ensuring the provision of open space that is designed for passive or active recreational purposes.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

Lot Area (square feet), min.	12,000
Lot Width (feet), min.	80
Residential Density (dwelling units/acre), max.	3.63
Lot Coverage, max.	27.5
Building Height (feet), max.	35
Front Yard Setback (feet), min.	25[1]
Side Yard Setback, Interior/Exterior (feet), min.	8/20
Rear Yard Setback (feet), min.	25
Open Space Required in the Subdivision (%), min.	20

EXAMPLE LOT PATTERN

NOTES

[1] *Front yard setbacks for R-1C vary by street type as follows:*
minor arterial/collector or local = 25 feet
principal arterial/major collector = 35 feet

EXAMPLE DEVELOPMENT CONFIGURATION

5-4-4. R-2, SINGLE-FAMILY NEIGHBORHOOD DISTRICT

PURPOSE

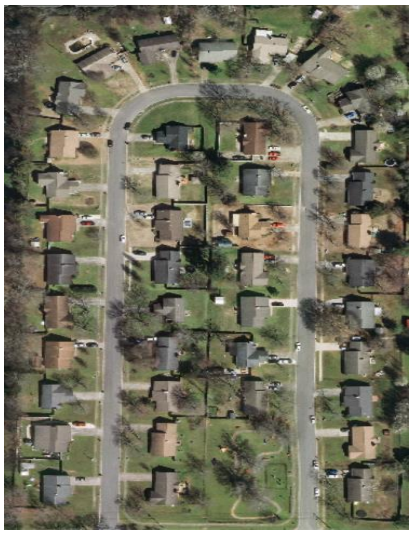
The purpose of the R-2 District is to provide for the protection of existing single-family residential areas and the development of new areas at densities that assure the continued stability of such areas and align with the Suburban Single-Family placetype, supporting single family detached residences. The principal use of land is for medium-density residential use where both public water and sanitary sewer service are provided. These areas are intended to be defined and protected from the encroachment of uses not performing a function compatible with the residential environment.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

Lot Area (square feet), min.	10,500
Lot Width (feet), min.	70
Residential Density (dwelling units/acre), max.	4.14
Lot Coverage (%), max.	27.5
Building Height (feet), max.	35
Front Yard Setback (feet), min.	25[1]
Side Yard Setback, Interior/Exterior, min.	10/25
Rear Yard Setback (feet), min.	35
Open Space Required in Subdivision (%), min.	15

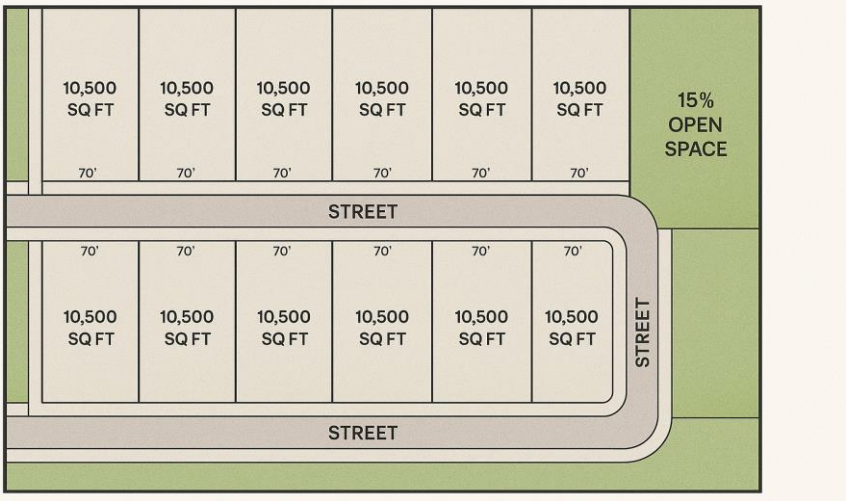
EXAMPLE LOT PATTERN



NOTES

[1] *Front yard setbacks for R-2 vary by street type as follows:*
minor arterial/collector or local = 25 feet
principal arterial/major collector = 35 feet

EXAMPLE DEVELOPMENT CONFIGURATION



5-4-5. R-3, SINGLE-FAMILY URBAN RESIDENTIAL

PURPOSE

The purpose of the R-3 District is to provide areas for the development of higher population density that align with the Mixed Residential and Mixed Residential Conservation placetypes, in single-family detached and attached residences, duplexes, triplexes, fourplexes, and neighborhood multi-dwellings provided with public water, sanitary sewer, storm drainage, and underground utility services. Houses in this district are generally protected from the encroachment of uses not performing a function necessary to the residential environment.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

	Detached SF Units	Attached SF Units
Lot Area (square feet), min.	7,500[1]	9,000[1]
Lot Width (feet), min.	60	25[2]
Residential Density (dwelling units/acre), max.	8	8[3]
Lot Coverage (%), max.	30	60
Building Height (feet/stories), max.	35/2	35/2
Front Yard Setback (feet), min.	25[4]	25[4]
Side Yard Setback (feet), interior/exterior, min.	8/25	8/20[5]
Rear Yard Setback (feet), min.	25	25
Building Separation (feet), min.	16	16
Open Space Required in Subdivision (%), min.	20	25

EXAMPLE LOT PATTERN

NOTES

[1] *For duplexes, the minimum lot area is 9,000 square feet, and for three or more attached single-family homes, the minimum lot area is an additional 2,500 square feet for each unit.*

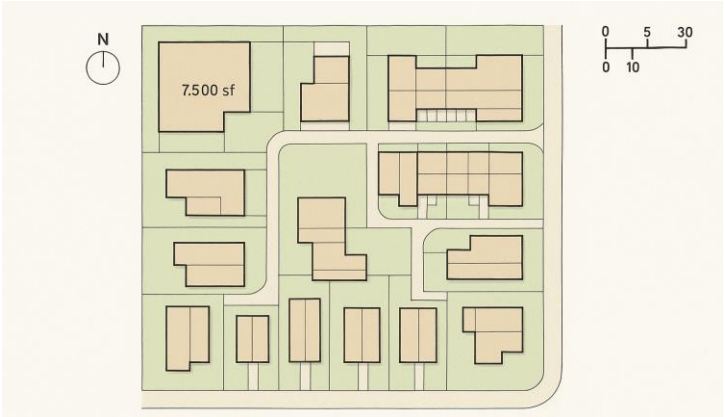
[2] *For duplexes, the minimum lot width is 60 feet.*

[3] *No more than eight units may be attached per building*

[3] *Front yard setbacks for R-3 vary by street type as follows:*
minor arterial/collector or local = 25 feet
principal arterial/major collector = 30 feet

[5] *Side yards are required only at the unattached ends of dwelling units.*

EXAMPLE DEVELOPMENT CONFIGURATION



5-4-6. R-3A, SINGLE-FAMILY DETACHED COMMUNITY RESIDENTIAL

PURPOSE

The purpose of the R-3A District is to provide areas for the development of higher population density that align with the Suburban Single-Family placetype in single-family detached residences provided with public water, sanitary sewer, storm drainage, and underground utility services. Houses in this district are generally protected from the encroachment of uses not performing a function necessary to the residential environment.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

Lot Area (square feet), min.	7,500
Lot Width (feet), min.	60
Residential Density (dwelling units/acre), max.	5.80
Lot Coverage (%), max.	33
Building Height (feet), max.	35
Front Yard Setback (feet), min.	25[1]
Side Yard Setback (feet), interior/exterior, min.	8/20
Rear Yard Setback (feet), min.	25
Open Space Required in Subdivision (%), min.	20

EXAMPLE LOT PATTERN

NOTES

[1]Front yard setbacks for R-3A vary by street type as follows:
minor arterial/collector or local = 25 feet
principal arterial/major collector = 30 feet

EXAMPLE DEVELOPMENT CONFIGURATION

5-4-7. R-4, MULTI-FAMILY RESIDENTIAL DISTRICT

PURPOSE

The purpose of the R-4 District is to provide for existing multiple-family dwellings, which serve as zones of transition between nonresidential districts and single-family districts, and provide areas for medium/high-density multiple-family dwellings that align with the Mixed Residential, Mixed Residential Conservation and Neighborhood Mixed Use placetypes, in single-family detached and attached residences, duplexes, triplexes, fourplexes, neighborhood multi-dwellings, and multi-dwellings that will be compatible with adjoining development.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

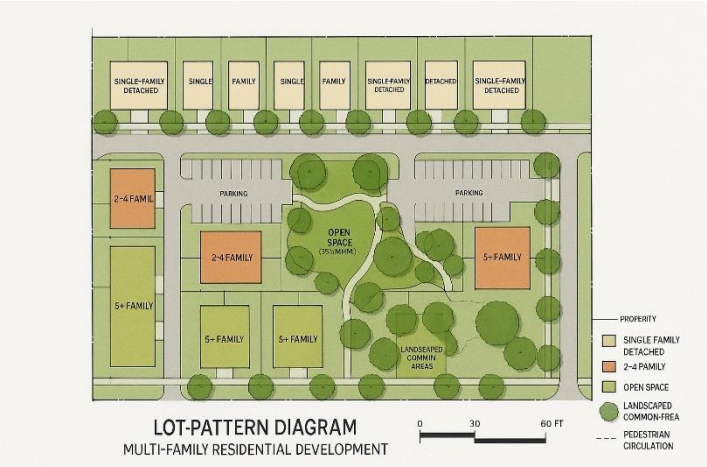
	Detached SF	2-4 Family	5+ Family
Lot Area (square feet), min.	7,500	7,500	Set by density[2]
Lot Width (feet), min.	60	80	80 + 10' per unit
Residential Density (dwelling units/acre), max.	5.8	8	15
Lot Coverage (%), max.	40	40	40
Building Height (feet), max.	35	35	40
Front Yard Setback (feet), min.	25/35	25/35[1]	25/35[1]
Side Yard Setback (feet) interior/ exterior, min.	8/20	8/20	8/20
Rear Yard Setback (feet), min.	30	30	30
Open Space Required in project (%), min.	25	25	25

EXAMPLE LOT PATTERN

NOTES

[1]25 feet on minor streets and 35 feet on all other streets except as provided in subsection 5-11-4. Multi-family developments may front on a public street or private access way. Dwelling units shall be set back 15 feet from project drives and walkways.
[2]Townhouse lots must be a minimum of 2,500 square feet in size. No more than 8 attached dwellings shall be contiguous.

EXAMPLE DEVELOPMENT CONFIGURATION



LOT-PATTERN DIAGRAM
MULTI-FAMILY RESIDENTIAL DEVELOPMENT

5-4-8. RZ, SINGLE-FAMILY PATIO HOME DISTRICT

PURPOSE

The purpose of the RZ Zoning District is to provide for zero-lot-line development that aligns with the Mixed Residential and Mixed Residential Conservation placetypes in single family detached residences and maximizes the efficient use of space through compact form and flexibility of design while maintaining density, setback, and lot coverage controls compatible with adjacent and nearby development.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

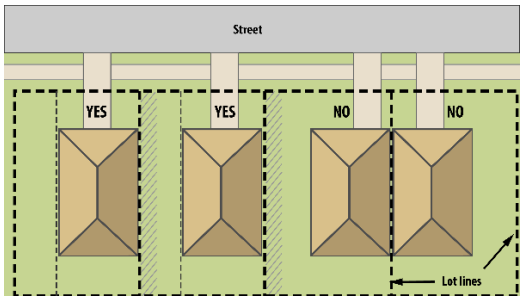
Lot Area (square feet), min.	7,500
Lot Width (feet), min.	60
Residential Density (dwelling units/acre), max.	5.80
Lot Coverage (%), min.	40
Building Height (feet), max.	35
Front Yard Setback (feet), min.	25
Side Yard Setback (side 1 (inches)/side 2 (feet)[1], min.	1/16
Rear Yard Setback (feet), min.	20
Building Separation (feet + inches), min.	16+1
Open Space Required in Subdivision (%), min.	20

EXAMPLE LOT PATTERN

NOTES

[1] *Side yards adjacent to a right-of-way shall be at least 20 feet.*

EXAMPLE DEVELOPMENT CONFIGURATION



5-4-9. RC-2, RESIDENTIAL CLUSTER DISTRICT

PURPOSE

The purpose of this district is to maintain and provide for conservation of the rural, environmental, and scenic qualities of the city, by preserving wetlands and other low-lying and significant open lands and hillsides while allowing landowners a reasonable return on their holdings. This district is intended to permit creative development alternatives that have the effect of leaving significant open areas adjacent to or within clustered housing developments that align with the Mixed Residential and Mixed Residential Conservation placetypes in single family detached residences. A minimum of 20 percent and a maximum of 40 percent of the gross plat area must be maintained as open space for development in this district.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

With Required Minimum 20% Open Space		Proportional Adjustment for Each Additional % Open Space Down to the Amount for 40%[1]	With Maximum 40% Open Space
Lot Area (square feet), min.	8,400	→	6,300
Lot Width (feet), min.	60	N/A	60
Residential Density (dwelling units/acre), max.	4.14	N/A	4.14
Lot Coverage (%), max.	35	N/A	35
Building Height (feet), max.	35	N/A	35
Front Yard Setback (feet)[2], min.	20	→	15
Side Yard Setback (feet) (interior/ exterior), min.	8/20	→	8/20
Rear Yard Setback (feet), min.	32	→	24

EXAMPLE LOT PATTERN

NOTES

[1] For example, a project that sets aside 30% open space may reduce lot size to 7,350 square feet. The same lot may reduce the front setback to 17.5 feet and the rear setback to 24.5 feet. Side setbacks may be reduced but not below the minimums of 8/20 (interior/exterior)

[2] All single-family lots shall front on a local street when available.

EXAMPLE DEVELOPMENT CONFIGURATION

5-4-10. TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT

PURPOSE

The purpose of a Traditional Neighborhood Development Zoning District ("TND District") is to encourage mixed-use, compact development integrating a variety of land uses within proximity to one another that align with the Mixed Residential, Mixed Residential Conservation, Suburban Single-Family, and Neighborhood Mixed Use placetypes for the respective areas within a TND development. This district's intent is to provide for traditional development practices and flexible land use alternatives in a variety of building types as provided in Section 5-6.

SOME EXAMPLE BUILDING TYPES

INTENSITY AND DIMENSIONAL STANDARDS

Minimum Lot Area (ft^2)	NA		
Minimum Lot Width (feet), min/max	Mixed Residential	SF Detached	SF Attached
		26/100	16/36
	Neighborhood Center	18/NA	
	Neighborhood Edge	60/120	
Maximum Residential Density (dwelling units/acre)		NA	
Lot Coverage (%), min/max		By approved plan	
Building Height (stories), single-family residential/all other buildings		3/5	
Front Yard Setback (feet), min/max[1]	Mixed Residential	SF Detached	SF Attached
		6/20	6/18[5]
	Neighborhood Center	2/12	
	Neighborhood Edge	16/30	
Side Yard Setback (feet), min/max	Mixed Residential	SF Detached	SF Attached
		4[2]/NA	0[3]/NA
	Neighborhood Center	0/24	
	Neighborhood Edge	4[2]/NA	
Rear Yard Setback (feet), minimum	Mixed Residential	5[4]	
	Neighborhood Center	3, or 15 from the centerline of the alley if provided	
	Neighborhood Edge	25	

EXAMPLE LOT PATTERN

NOTES

[1] *Front porches and steps may encroach into the front setback or side setback when adjacent to an alley, provided no such encroachment may extend into a public easement or conflict with other City regulations.*

[2] *Must maintain a ten-foot minimum distance between single-family detached.*

[3] *Zero lot line allowed for single-family provided an attached dwelling has reciprocal access easements.*

[4] *When public utility/drainage easements are located in a rear yard, the setback must be one foot greater than the public easement.*

[5] *There is no maximum front setback where a single-family attached dwelling fronts a major collector street, but in such cases, off-street parking and driveways are prohibited in the front yard.*

ADDITIONAL STANDARDS FOR THE TND DISTRICT	
General Standards	**Submittal of Architectural Guidelines is required.** **Each TND must contain or exhibit all the following characteristics:** 1. A mixture of uses, including residential, commercial, civic, and open space uses in close proximity to one another within the neighborhood. 2. A variety of housing types, residential densities, and sizes to accommodate households of all ages, sizes, and incomes. 3. The incorporation of a system of interconnected streets, roads, drives, with sidewalks and walkways, that offer multiple routes for motorists, pedestrians, for connections to existing and future developments and public facilities. 4. Building design and other improvements in an arrangement where bulk, form, character, and landscaping establishes a human scale, livable, harmonious, and diverse environment. 5. The incorporation of environmental features into the design. 6. The coordination of transportation systems with a hierarchy of appropriately designed facilities for pedestrians and vehicles. 7. Well-configured squares, plazas, greens, landscaped streets, preserves, greenways, and parks woven into the pattern of the neighborhood. 8. The incorporation of architecture, landscaping, lighting, and signage that contributes to the intended design character of the planned development.
Required Areas	**Each TND must consist of at least one neighborhood center area (or be within 1/2 mile of an existing neighborhood center area), a mixed residential area, and open space. A TND district may also have a neighborhood edge area and civic areas. These areas are described below.** 1. A neighborhood center area serves as the focal point of a TND district. A neighborhood center area is pedestrian-oriented, and it is designed to encourage pedestrian movement. A square may be located in a neighborhood center area. Retail and commercial uses should generally be located adjacent to a square. 2. A mixed residential area may include a variety of residential land uses, including single-family detached residential dwellings of varying densities, duplexes, apartments, and townhomes. A mixed residential area may include open spaces such as small squares, private open space, community parks, and greenways, as well as neighborhood services and retail uses. A mixed residential area promotes pedestrian activity through well designed and varied streetscapes that also provide for the safe and efficient movement of vehicular traffic. 3. The neighborhood edge area is the least dense portion of a TND district, with larger lots and greater setbacks than the rest of the TND. Only single-family detached dwellings are permitted. A neighborhood edge area is appropriate along the perimeter of the TND, especially if adjacent to existing single-family. 4. The civic area is an area designated for public sites dedicated to civic buildings and civic spaces (outdoor areas dedicated for public use). 5. Open space is a significant part of the TND district design. Formal and informal open space is required throughout the TND district. These serve as areas for community gatherings, landmarks, and as organized elements for the neighborhood. Open space includes squares, plazas, greens, preservation, parks, and greenways.
Signage Plan Required	Comprehensive sign guidelines are required for the entire TND District that establish a uniform sign theme. Such guidelines shall be submitted to the Planning Commission for approval. Signs shall share a common style as to size, shape, and material. In the neighborhood center area, all signs shall be wall signs and no ground signs shall be permitted except A-frame signs, provided they do not impede pedestrian traffic. No wall sign shall exceed ten percent of the frontage of the building to which it is affixed. The adopted sign guidelines for a TND development shall supersede Article 9 of this Ordinance to the extent the guidelines conflict with those provisions. Otherwise, Article 9 shall also apply.

5-4-11. UC, URBAN CENTER DISTRICT

PURPOSE

The purpose of the Urban Center District is to establish a regional and civic shopping and entertainment destination mixed with high-density residential uses that align with the Commercial Mixed Use and Mixed Residential placetypes. Horizontal or vertical integration of uses, prioritization of the pedestrian experience, and high-quality site and architectural design are required in association with the allowed building types provided in Section 5-6.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS[1]

Tract Size for Rezoning (acres), min.	50[2]	
Proximity to Interstate	Property must be at least partially located 1,000 linear feet or less to the right-of-way of Interstate 565	
	Non-residential[1]	Residential
Lot Area (square feet), min.	20,000	NA
Lot Width at Street Right-of-Way (feet), min.	50	NA
Residential Density (dwelling units/acre), max.	NA	35
Lot Coverage (%), min/max	NA/75	NA/75
Building Height (Non-residential-feet; Residential-stories)	15/70	5
Front Yard Setback (feet), min/max	25/NA	NA
Interior Side Yard Setback (feet), min/max	15/NA	NA
Exterior Side Yard Setback (feet), min/max	25/NA	NA
Rear Yard Setback (feet), min/max	NA/NA	NA
Landscape Buffer Width for Yards Abutting Streets (ft)	20	NA
Open Space Required in project (%), min.	15	[3]

EXAMPLE LOT PATTERN

NOTES

[1] *Any lot adjacent to a collector road and less than two acres in size shall meet the B2 District dimensional and landscaping requirements, except for the rear setback requirement. Commercial lots, either two acres or greater in size or not adjacent to a collector road, do not have to meet these requirements.*

[2] *Less acreage is required where contiguous to property zoned Urban Center District, Mixed Use District, or Traditional Neighborhood District.*

[3] *A minimum of 150 square feet per residential unit shall be provided as open space to serve the residential project. At least one common recreational area with at least one amenity such as a pool, fitness center, or game room shall be provided on-site. Rooftop decks may count toward up to 1/2 of the common recreational area requirement if they include general amenities. Private open space may count toward the overall open space requirement if it meets the minimum dimension of at least six feet by six feet.*

5-4-12. MU, MIXED-USE DISTRICT

PURPOSE

The purpose of the MU District is to encourage a mix of compatible uses that align with the Neighborhood Mixed Use, Commercial Mixed Use, Mixed Residential, and Mixed Residential Conservation placetypes that is not possible in other zoning districts already established in this Ordinance on development sites with access to a collector or arterial street, and to improve air quality by promoting active transportation and reducing the number of vehicular trips. Building types in the district may include neighborhood mixed-use, general (1-story), general multi-tenant (1-story), and commercial mixed use (2-4 stories) as provided in Section 5-6.

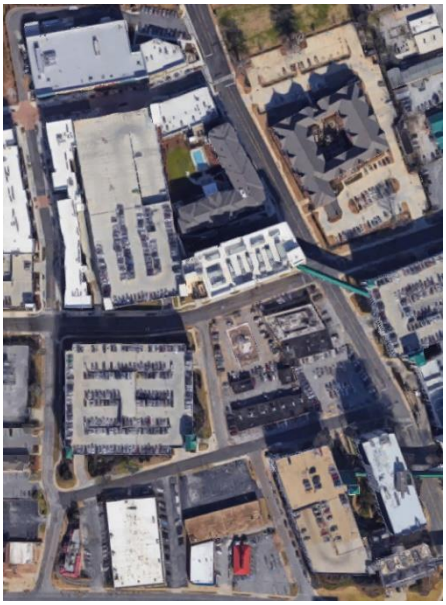
EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

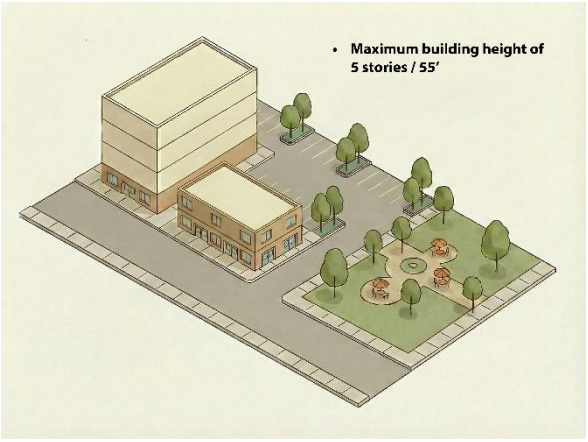
Lot Width to Depth Ratio, min.	0.25:1
Non-residential Floor Area Ratio (min/max)	0.75:2.0
Residential Density (dwelling units/acre), max.	35
Lot Coverage (%), max	75
Building Height (feet/stories), max.	55/5
Front, Side, and Rear Build-to/Setback Lines	Set by approved site plan
Percentage of Gross Lot Area set aside as permanent park, open space, or approved public amenities such as outdoor dining, plazas, etc., min.	15

NOTES

EXAMPLE LOT PATTERN



EXAMPLE DEVELOPMENT CONFIGURATION



5-4-13. B-1, DOWNTOWN BUSINESS DISTRICT

PURPOSE

The B-1 District is intended to promote and encourage traditional downtown development and pedestrian-friendly neighborhood business areas by applying urban, rather than suburban or conventional, development styles that align with the Neighborhood Mixed Use placetype. It is intended to provide for pedestrian-oriented small-scale stores and businesses and residential and office uses in a mixed-use setting using building types provided in Section 5-6. The district is intended to apply to the downtown core that is walkable, welcoming, and fosters a sense of place. The B-1 District is not intended for use by major or larger-scale commercial or service establishments. Orientation to the streets and compatibility with adjacent residential neighborhoods to be served is critical.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

Lot Area (square feet), min.	NA
Lot Width at Street Right-of-Way (feet), min.	NA
Residential Density (dwelling units/acre), max.	35
Lot Coverage (%), min/max	50/NA
Building Height (feet), min/max	15/55
Front Yard Setback (feet), min/max	2/15[1]
Interior Side Yard Setback (feet), min/max	2/15[1]
Exterior Side Yard Setback (feet), min/max	2/15[1]
Rear Yard Setback (feet), min/max	0/25[2]
Landscape Buffer Width for Yards Abutting Streets (ft)	~~NA~~ [3]

EXAMPLE LOT PATTERN

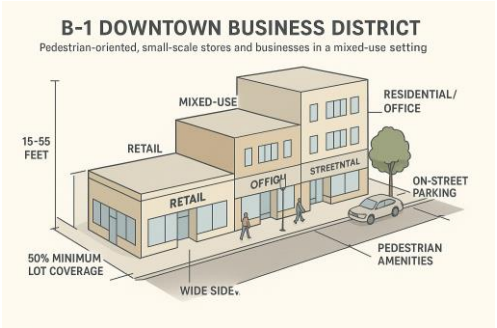
NOTES

[1] *Regardless of side, rear, or front, 20 percent to 60 percent of the building's façade in linear feet (measured horizontally) must be located within a range of five to ten feet of the right-of-way or property line.*

[2] *Any elevation of a building that abuts a public right-of-way, except for an alleyway, shall have a maximum setback of 15 feet.*

[3] *Pursant to Section 7-6-2*

EXAMPLE DEVELOPMENT CONFIGURATION



5-4-14. B-2, COMMUNITY BUSINESS DISTRICT

PURPOSE

The purpose of the Community Business District is to provide for the needs of a larger consumer population than is served by the B-1 Neighborhood Business District. The Community Business District is characterized by large volumes of vehicular and pedestrian traffic and, as such, should be appropriately located to existing development and thoroughfares that align with the Convenience Commercial placetype. The Community Business District is designed to serve a city-wide clientele using general (1-story), general (2+stories), and general multi-tenant (1 story) building types.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

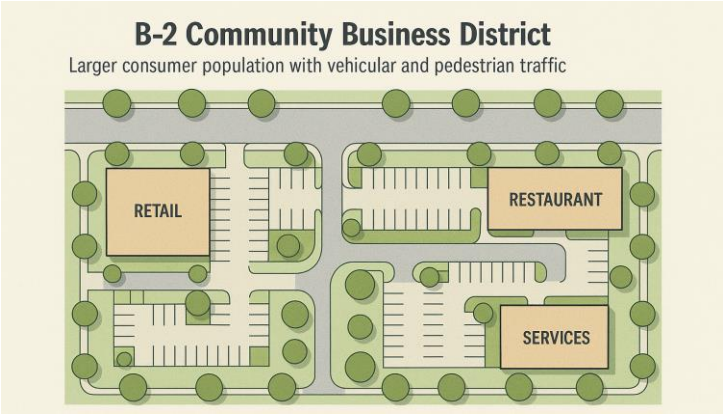
Lot Area (square feet), min.	12,000
Lot Width at Street R-O-W (feet), min.	50
Lot Coverage (%), min/max	NA/50
Building Height (feet), min/max	15/40
Front Yard Setback (feet), min/max	20/NA
Interior Side Yard Setback (feet), min/max	15/NA
Exterior Side Yard Setback (feet), min/max	25/NA
Rear Yard Setback (feet), min/max	20/NA
Landscape Buffer Width for Yards Abutting Streets (ft)	20
Open Space Required in Project (%), min.	15[1]

NOTES

[1]Open Space may be satisfied with any combination of plaza, passive landscaped area, outdoor dining, and required landscaping.

EXAMPLE LOT PATTERN

EXAMPLE DEVELOPMENT CONFIGURATION



5-4-15. B-3, GENERAL BUSINESS DISTRICT

PURPOSE

The General Business District is established to accommodate the needs of a regional market. This includes shopping areas and attractions designed to draw customers from surrounding communities and provide retail sales and service to people traveling through the city in locations that align with the Commercial Mixed Use and Convenience Commercial placetypes. General (1-story), general (2+stories), general multi-tenant (1 story), and mixed use (2-4 stories) building types are allowed in this district.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

Lot Area (square feet), min.	20,000[1]
Lot Width at Street Right-of-Way (feet), min.	50
Lot Coverage (%), min/max	NA/50
Building Height (feet), min/max	15/60
Front Yard Setback (feet), min/max	20/NA
Interior Side Yard Setback (feet), min/max	15/NA
Exterior Side Yard Setback (feet), min/max	20/NA
Rear Yard Setback (feet), min/max	20/NA
Landscape Buffer Width for Yards Abutting Streets (ft)	20[2]
Open Space Required in Project (%), min.	15[3]

EXAMPLE LOT PATTERN

NOTES

[1] *The minimum lot size for any existing lot fronting the south side of U.S. Highway 72 between Hughes Road and Nance Road shall be 15,000 sq. ft. Lots created after the effective date of this Ordinance shall be a minimum of 20,000 sq. ft.*

[2] *See Section 7-5 Landscaping Standards for alternative landscape buffer width requirement for properties fronting the south side of U.S Highway 72 between Hughes Road and Nance Road.*

[3] Open Space may be satisfied with any combination of plaza, passive landscaped area, outdoor dining, and required landscaping.

EXAMPLE DEVELOPMENT CONFIGURATION

5-4-16. M-1, INDUSTRIAL FLEX DISTRICT

PURPOSE

The M-1 District is intended to provide an environment exclusively for, and conducive to, the development and protection of office buildings; research facilities; specialized manufacturing plants engaged in light manufacturing and industrial processes, predominantly from previously prepared materials; and wholesale, distribution, and warehouse activities that are conducted so the noise, odor, smoke, dust, vibration, heat, and glare of each operation is completely confined within an enclosed building. These areas are designated for the Industry placetype and in building types as specified in Section 5-6.

EXAMPLE BUILDING TYPE

INTENSITY AND DIMENSIONAL STANDARDS

Lot Area (square feet), min.	20,000
Lot Width (feet), min.	75[1]
Lot Coverage (%), max	75
Building Height (feet/stories), max.	65/4[2]
Front Yard Setback (feet), min.	20
Interior Side Yard Setback (feet), min.	10
Exterior Side Yard Setback (feet), min.	20
Rear Yard Setback (feet), min.	10
Landscape Space Required (%), min.	15

EXAMPLE LOT PATTERN

NOTES

[1] *Single-unit attached lots shall have a minimum 16-foot lot width.*

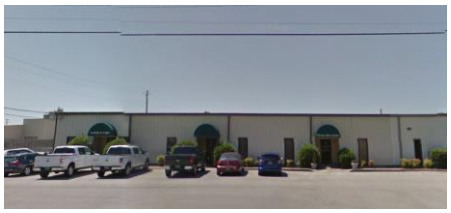
[2] *When the lot abuts a lot with a residential use, maximum height shall be 35 feet/2 stories.*

5-4-17. M-2, GENERAL INDUSTRIAL DISTRICT

PURPOSE

The purpose of the M-2 District is to provide areas within the city where the principal use of the land is for industrial activities that by their nature may create some nuisance. Uses include heavy manufacturing with processing and manufacture of materials or products predominantly from extracted or raw materials, data centers, and storage of hazardous materials and heavy machinery. These locations align with the Industry placetype. Allowed building types are provided in Section 5-6, but uses in M-2 may often have activities located outside of buildings.

EXAMPLE BUILDING TYPE



INTENSITY AND DIMENSIONAL STANDARDS

Lot Area (square feet), min.	20,000
Lot Width (feet), min.	NA
Lot Coverage (%), max	50[1]
Building Height (feet), min/max	65/4[2]
Front Yard Setback (feet), min.	25[3]
Interior Side Yard Setback (feet), min.	10[4]
Exterior Side Yard Setback (feet), min.	20[4]
Rear Yard Setback (feet), min.	25[4,5]
Open Space Required (%), min.	15

EXAMPLE LOT PATTERN

NOTES

[1] *Includes main and accessory buildings. The coverage of main and accessory buildings plus the area used or designed for use by parking and loading facilities shall not exceed 85 percent of the lot area.*

[2] *When the lot abuts a lot with a residential use, maximum height shall be 35 feet/2 stories.*

[3] *Must be maintained as an open, landscaped yard.*

[4] *In no instance shall a structure, parking lot, or any other accessory use, other than a landscaped yard, be located closer than 50 feet to any residential or agricultural district.*

[5] *Where it is necessary to accommodate rail service and rail rights-of-way, the rear yard setback may be reduced but shall not be less than five feet.*

5-4-18. AG, AGRICULTURE DISTRICT

PURPOSE	EXAMPLE BUILDING TYPE
The purpose of the AG District is to provide a zoning classification for land that is not expected to experience urbanization in the immediate future and/or allow for continued agricultural use consistent with the Rural & Transitional placetype. The types of uses, area, and intensity of use of land that is authorized in this district is designed to encourage and protect agricultural uses until urbanization is warranted. The district may accommodated single family detached dwellings as well as general (1 story) and general (2+ story) building types.	

INTENSITY AND DIMENSIONAL STANDARDS		EXAMPLE LOT PATTERN
Lot Area (acres), min.	3	
Lot Width (feet), min.	150	
Residential Density (dwelling units/acre), max.	0.33	
Lot Coverage (%), max.	25	
Floor Area Ratio, non-agricultural uses, max.	0.09	
Building Height (feet), max.	35[1]	
Front Yard Setback (feet), min.	40	
Interior Side Yard Setback (feet), min.	15	
Exterior Side Yard Setback (feet), min.	30	
Rear Yard Setback (feet), min.	45	

NOTES

[1] Bona fide farm buildings/structures such as barns and silos are exempt from this limitation; however, accessory buildings and structures such as dwellings, garages, and farm stands are not. Buildings and structures exceeding this height limitation shall not be located closer than 50 feet from an exterior property boundary.

Section 5-5. Overlay Zoning Districts Described

5-5-1. HD, HISTORIC DISTRICT

PURPOSE

The purpose of designated historic districts is to:

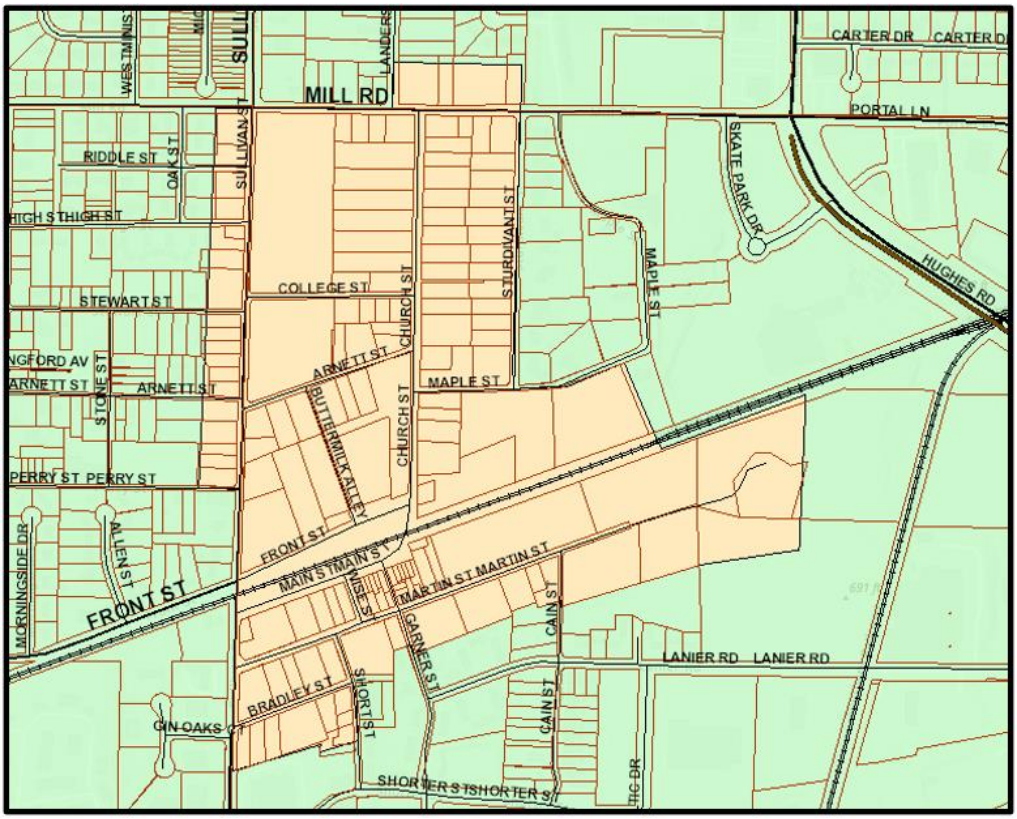
- Preserve and protect buildings, sites, structures, areas, and districts of historical significance and interest;
- Preserve and enhance the national, state, and local historical, architectural, archaeological, and aesthetic heritage found in the City of Madison; and
- Promote and enhance Madison's attraction to tourists, visitors, and businesses.

INTENSITY AND DIMENSIONAL STANDARDS

Intensity and dimensional standards are governed by the underlying district.

DEVELOPMENT STANDARDS

Unlike other districts, changes to Historic District properties, shaded on the map below, may require a certificate of appropriateness from the Historic Preservation Commission and must meet applicable Design Guidelines as established for the historic district in which those properties are located. Please contact the Planning Department for more information. All other development standards applicable to the underlying district that do not conflict with the Design Guidelines or the purpose of this district must be met.



ADDITIONAL STANDARDS THAT APPLY

Building demolition, renovation, and new construction are subject to adopted design guidelines and regulations for each historic district.

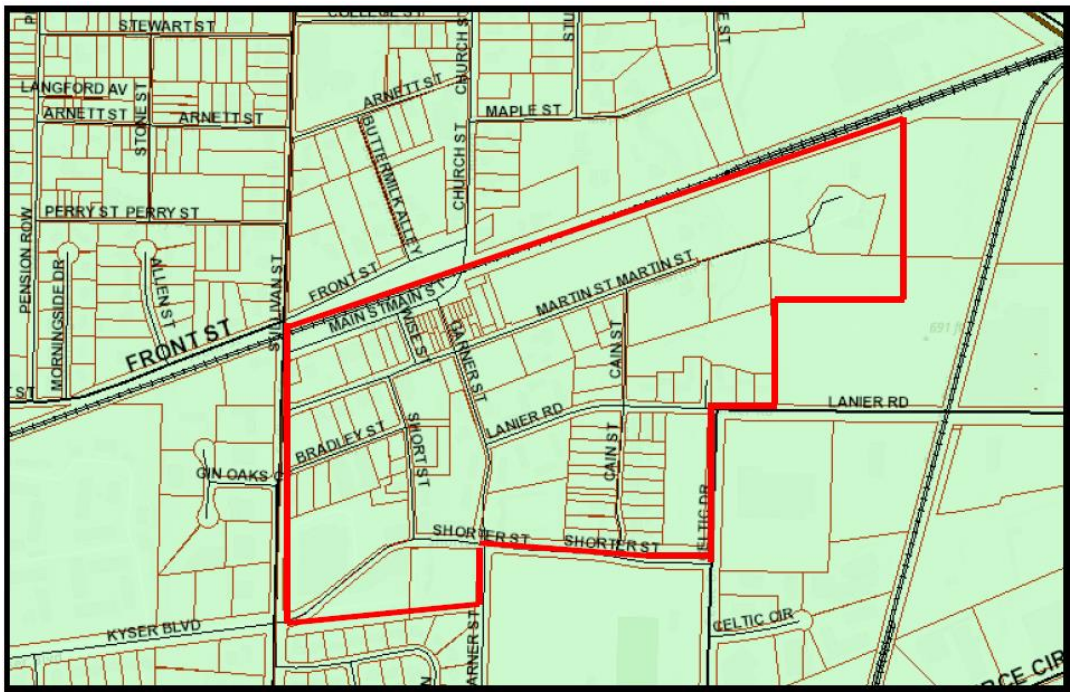
5-5-2. DRI, DOWNTOWN REDEVELOPMENT INCENTIVE DISTRICT

PURPOSE

The Downtown Redevelopment Incentive District affords additional development opportunity beyond that provided by the underlying zoning regulations. The DRI overlay is intended to encourage development by enabling mixed-use development, higher development density and intensity, and relief from other development restrictions in this Ordinance.

APPLICATION AND EFFECT

The DRI Overlay District, shown on the map below, includes all the properties outlined in the thick red line. Properties in this district wishing to develop under these DRI Overlay District regulations must obtain a Specific Development Permit approved by the Planning Commission. The underlying districts' development standards remain in effect within the DRI Overlay District except as modified herein and by any development approval issued pursuant thereto. Any project proposing to meet the underlying district's standards shall not be subject to the provisions of this district unless the developer elects to come under this district voluntarily.



MODIFIED DEVELOPMENT STANDARDS

In lieu of any requirements of the underlying zoning district, the following standards may apply to development subject to Specific Development Permit approval.

1. Alternate Off-Street Parking Requirements. Developments shall not be required to provide their own off-street parking, either on-site or off-site. Parking may be provided voluntarily at the option of the developer.
2. Yards and Street Setbacks.
   a. Side and rear yards for all parking areas and for buildings adjacent to residential districts outside the DRI or adjacent to a public street shall be as required by the underlying district.
   b. Any portion of a building used for residential occupancy and having windows shall be at least five feet from both the side and rear property lines.
   c. Any building not used as a residence and any building where ground or first stories within residences are completely used for parking or other nonresidential uses, no side or rear yard is required.
   d. Street setbacks for surface parking areas shall be at least ten feet.
   e. A minimum street setback of five feet shall be provided for buildings.

3. Density and Bulk Regulations. DRI projects approved pursuant to this Ordinance are not subject to the lot coverage, minimum open space, parking lot landscaping, signage, general landscaping, maximum residential density, or minimum lot size provisions of the underlying zoning district, or other general requirements of this Ordinance, provided that the Planning Commission approves a DRI permit and sets forth project-specific criteria to replace or explicitly exempt the application of those underlying or general zoning regulations.
4. Landscaping. All courts, yards, setbacks, and parking areas shall be landscaped to the satisfaction of the Planning Commission as specified in the permit. Sidewalks are normally required but may be approved at the discretion of the Planning Commission if the location of historically designated properties preclude their installation.
5. Uses. The Planning Commission may approve structures and uses not permitted by the underlying zoning district on a discretionary basis, based on the external impact and general compatibility of the project with the purpose of the DRI Overlay District. The Planning Commission may permit more than one principal use on a lot, such as upstairs apartments over storefront commercial or residential and office uses on the same lot or within the same structure (e.g., a doctor who works out of their home). In permitting such uses and mixed uses, the Planning Commission may prescribe certain conditions including, but not limited to, hours of operation and limits on noise.

5-5-3. WSP, WATER SUPPLY PROTECTION DISTRICT

PURPOSE

The Water Supply Protection District is created to promote public health, safety, and welfare by protecting public water supplies from the danger of water pollution. Regulations within the district are established to prevent water quality degradation due to pollutant loadings within aquifer recharge areas and the watersheds of public surface water supplies.

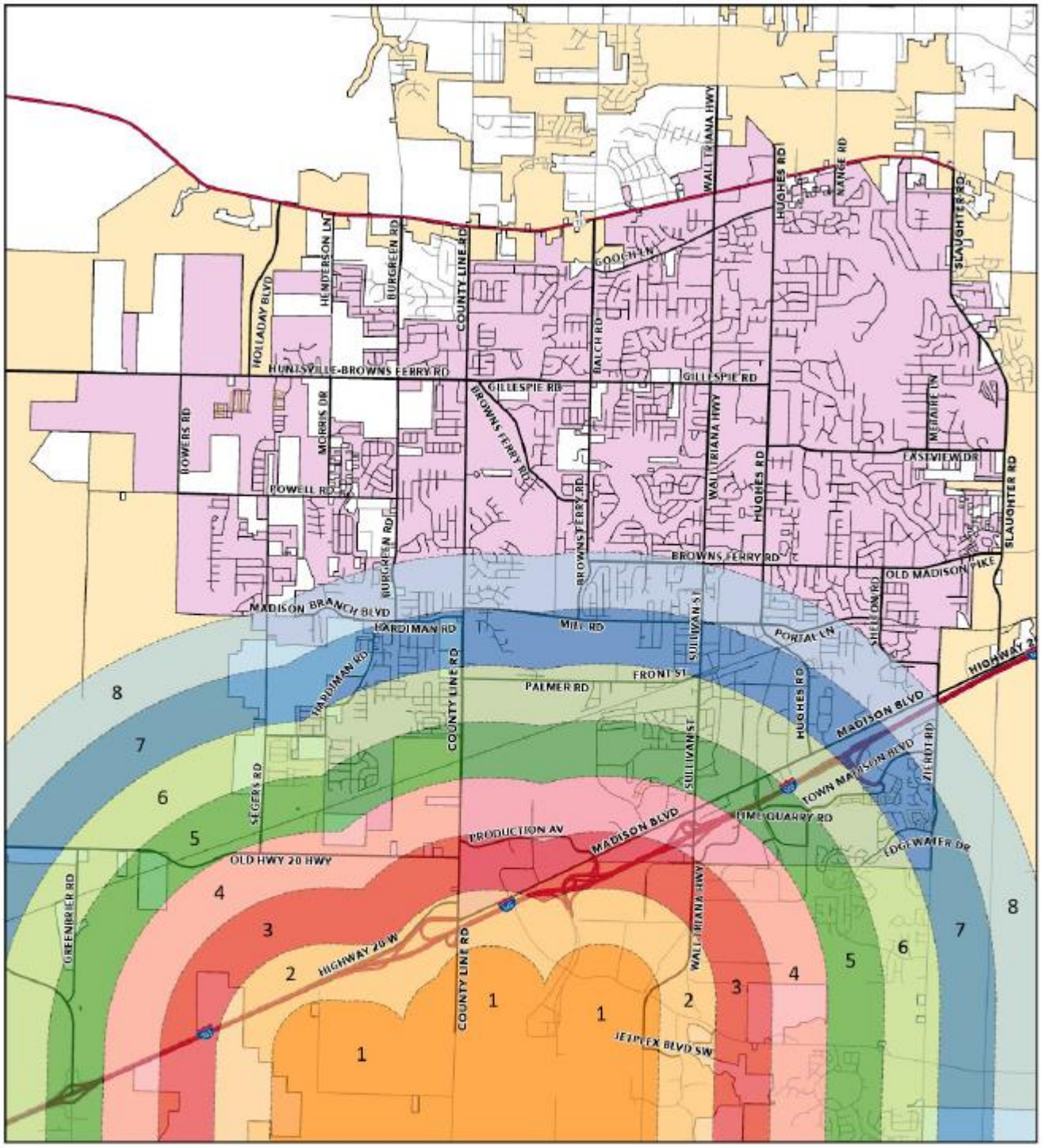
APPLICATION AND EFFECT

Within the Water Supply Protection District, two areas shall be designated, to be known as "Area 1" (WSP-1) and "Area 2" (WSP-2). WSP-1 shall be the area where the most stringent protection of the water supply is necessary and shall normally be in proximity to a wellhead. WSP-2 shall encompass other areas in the Water Supply Protection District. The City Council may amend the boundaries of these districts in the same manner as any other zoning district. City staff reviews project information to determine if compliance with this Overlay District is required.

ADDITIONAL REGULATIONS THAT APPLY TO WSP-1

1. No new land use shall be authorized that entails the use, storage, generation, or disposal of any hazardous or toxic material or waste, as set forth in Title 40, Code of Federal Regulations, Parts 116.4 and 261.30 *et seq.*
2. No discontinued land use that entailed the use, storage, generation, or disposal of any hazardous or toxic material or waste, as set forth in Title 40, Code of Federal Regulations, Parts 116.4 and 261.30 *et seq.*, may be resumed after the activity has been discontinued for 30 days.
3. No change of occupancy of an existing structure shall be authorized for any tenant or owner who proposes to establish or continue a land use that entails the use, storage, generation, or disposal of any hazardous or toxic material or waste, as set forth in Title 40, Code of Federal Regulations, Parts 116.4 and 261.30 et seq. It shall be a violation of this Ordinance to establish or continue such a use in Area I subsequent to a change in occupancy even if a former tenant or owner had carried out such a use.
4. In the event that stormwater runoff is directed toward, or may enter, an opening in the ground that provides access to the groundwater table (e.g., well, sinkhole, etc.), the developer shall present a mitigation plan to ensure that no pollutants enter the groundwater table during construction. Additionally, the developer shall, in concert with Madison Utilities, take steps to ensure that any such openings are protected from any future surface water infiltration. This may be accomplished by permanently closing such openings, or by taking other steps acceptable to Madison Utilities.

5-5-4. ANI, AIRPORT IMPACT OVERLAY DISTRICT
PURPOSE
The Airport Impact Overlay District is established to regulate the height of man-made structures and natural objects and to overlay other regulations regarding the use of lands within the district to assure that land uses and man-made structures within the District are compatible with operations at the Huntsville International Airport.
APPLICATION AND EFFECT
Within the Airport Impact Overlay District, two areas shall be designated: the Obstruction Free Area (OFA) and the Noise Impact Area (NIA), as depicted in the figures below. The OFA is established to regulate the height of man-made structures and natural objects within the Obstruction Free Area. The NIA is established to overlay other regulations regarding the use of lands within the district, to assure that land uses and man-made structures within the district are compatible with Airport operations. City staff reviews project information to determine if compliance with this Overlay District is required.
ADDITIONAL REGULATIONS THAT APPLY TO ANI
See Section 4-16 for specific regulations for projects within the Airport Impact Overlay District.



Above Ground Level Height Restrictions

- Area 8 - 200ft
- Area 7 - 175ft
- Area 6 - 150ft
- Area 5 - 125ft
- Area 4 - 100ft
- Area 3 - 75ft
- Area 2 - 50ft
- Area 1 - 25ft

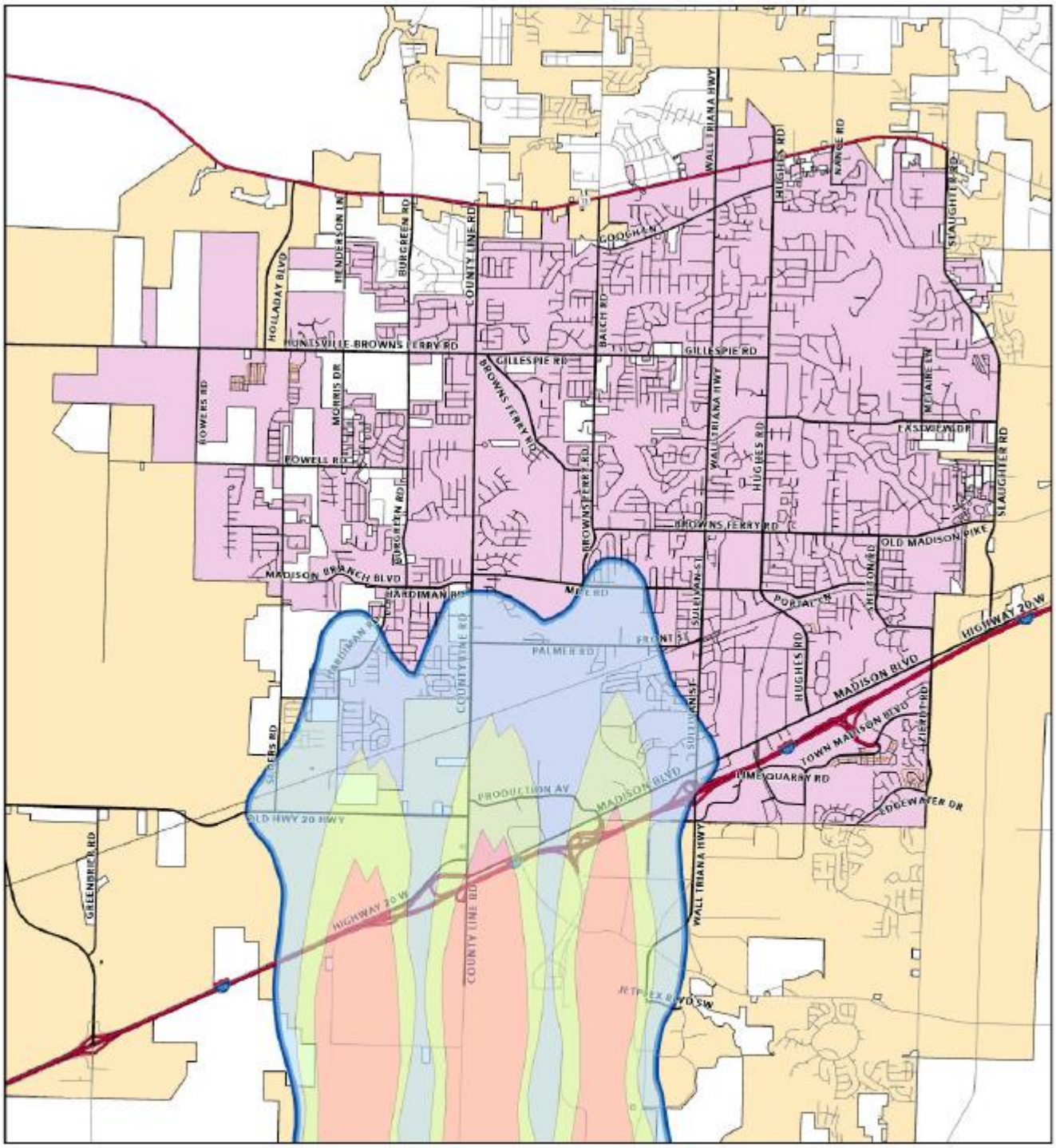
- Madison City Limits
- Huntsville City Limits

0 0.5 1 2 Miles

N

Airport Impact Overlay District
Obstruction Free Area

Draft Note – Figured updated



Legend

- NIA 3
- NIA 2
- NIA 1
- Madison City Limits
- Huntsville City Limits

0 0.5 1 2 Miles

N

Airport Impact Overlay District
Future Noise Impact Area (NIA)

Draft Note – Figured updated

5-5-5. RS, REDSTONE ARSENAL MILITARY COMPATIBILITY AREA OVERLAY DISTRICT

PURPOSE

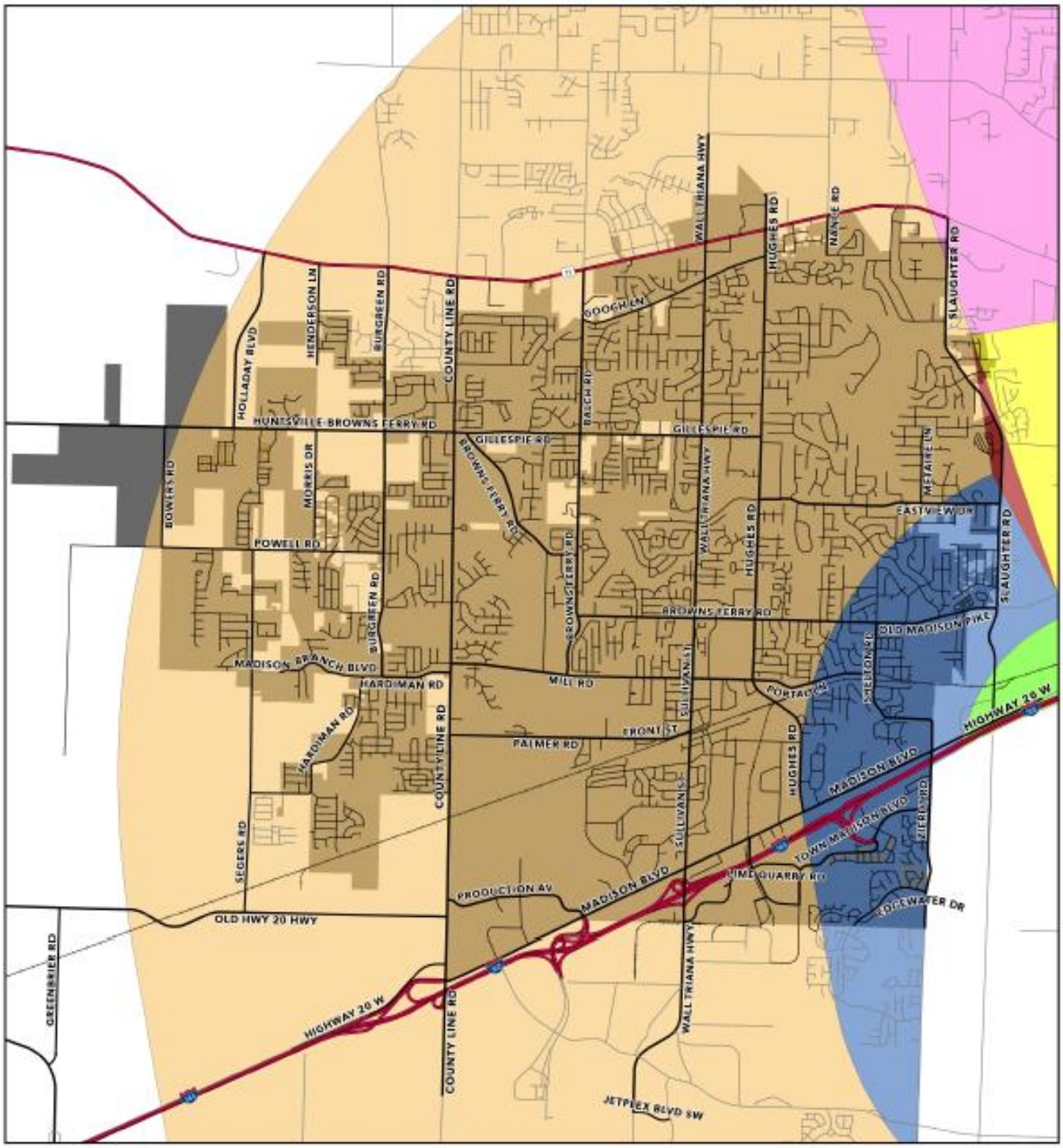
The Redstone Arsenal Military Compatibility Area (MCA) Overlay District is established to regulate the height of man-made structures and to overlay other regulations regarding the use of lands within the district to assure that land uses and man-made structures within the district are compatible with operations at Redstone Arsenal.

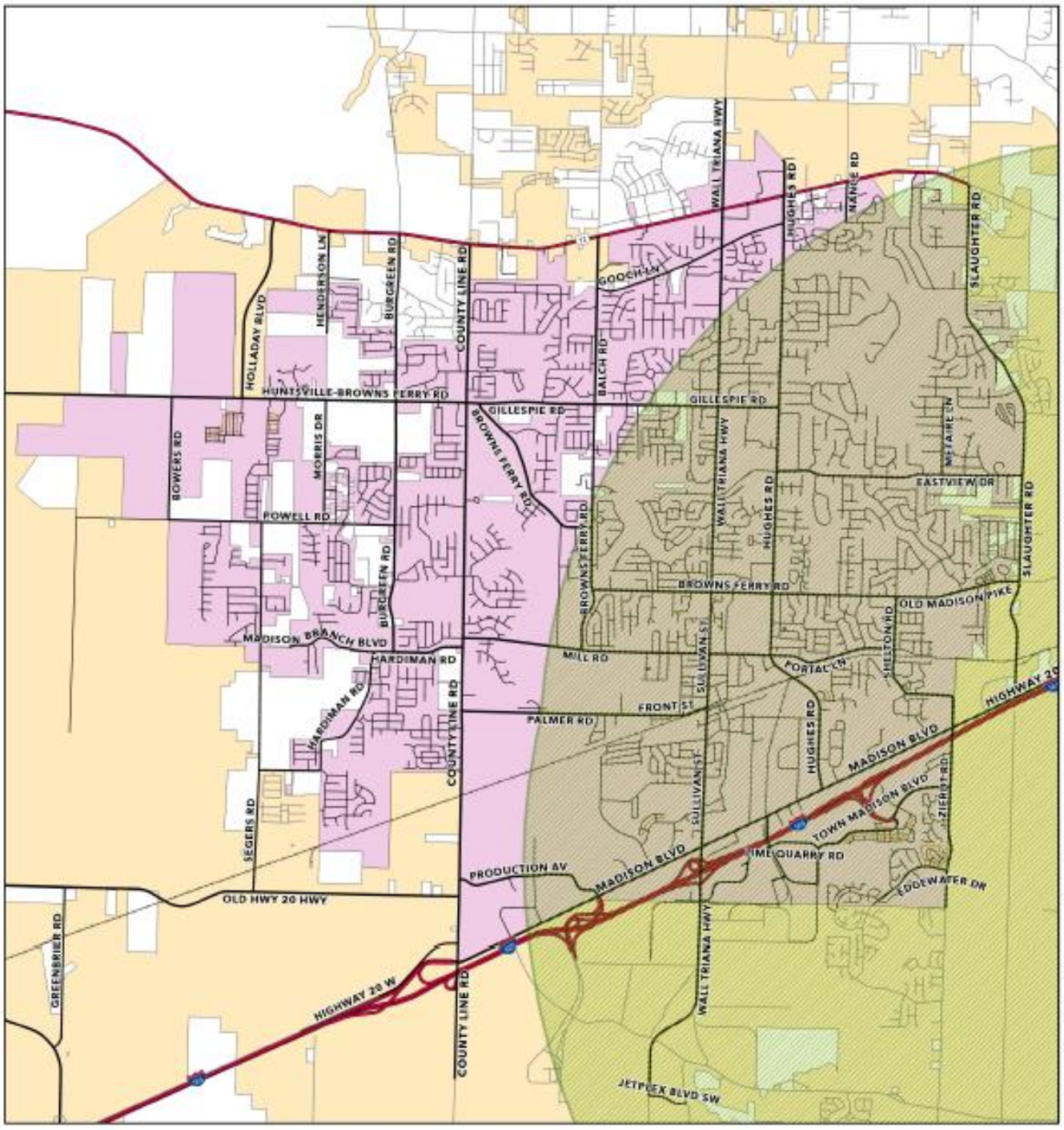
APPLICATION AND EFFECT

Within the Redstone Arsenal Military Compatibility Area Overlay District, three areas shall be designated: the Vertical Obstruction MCA, the Wildlife Aircraft Strike Hazard (WASH) MCA, and the Alabama Military Land Use Planning Act MCA, as depicted in the figures below. The Vertical Obstruction MCA is established to regulate the height of man-made structures and natural objects within the designated MCA. The WASH MCA is established to overlay other regulations regarding the use of lands within the district, to assure that land uses and man-made structures within the district are compatible with Redstone Arsenal operations. The Alabama Military Land Use Planning Act MCA is established to provide guidance on notification requirements. City staff reviews project information to determine if compliance with this Overlay District is required.

ADDITIONAL REGULATIONS THAT APPLY TO ANI

See Section 4-17 for specific regulations for projects within the Redstone Arsenal MCA Overlay District.


HOLLADAY BLVD
HENDERSON LN
BURGREEN RD
COUNTY LINE RD
HUNTSVILLE-BROWNS FERRY RD
BOWERS RD
MORRIS DR
POWELL RD
MADISON BRANCH BLVD
HARDIMAN RD
SEGERS RD
GREENBRIER RD
OLD HWY 20 HWY
HIGHWAY 20 W
JETPLEX BLVD SW
WALL TRIANA HWY
BOOGWEN
BALCH RD
GILLESPIE RD
BROWNS FERRY RD
MILL RD
PALMER RD
FRONT ST
SULLIVAN ST
HUGHES RD
NANCE RD
SLAUGHTER RD
MEYAIRE LN
EASTVIEW DR
OLD MADISON PIKE
SHELTON RD
PORTACOM
MADISON BLVD
TOWN MADISON BLVD
ZIERDT RD
LIME QUARRY RD
PRODUCTION AV
EDGEWATER DR
Legend
Approach-Departure Surface
Conical Surface
Horiz Approach-Departure Surface
Inner Horizontal Surface
Transitional Surface
Outer Horizontal Surface
Madison City Limits
0 0.5 1 2 Miles
N
Redstone Arsenal MCA Overlay District
Vertical Obstruction MCA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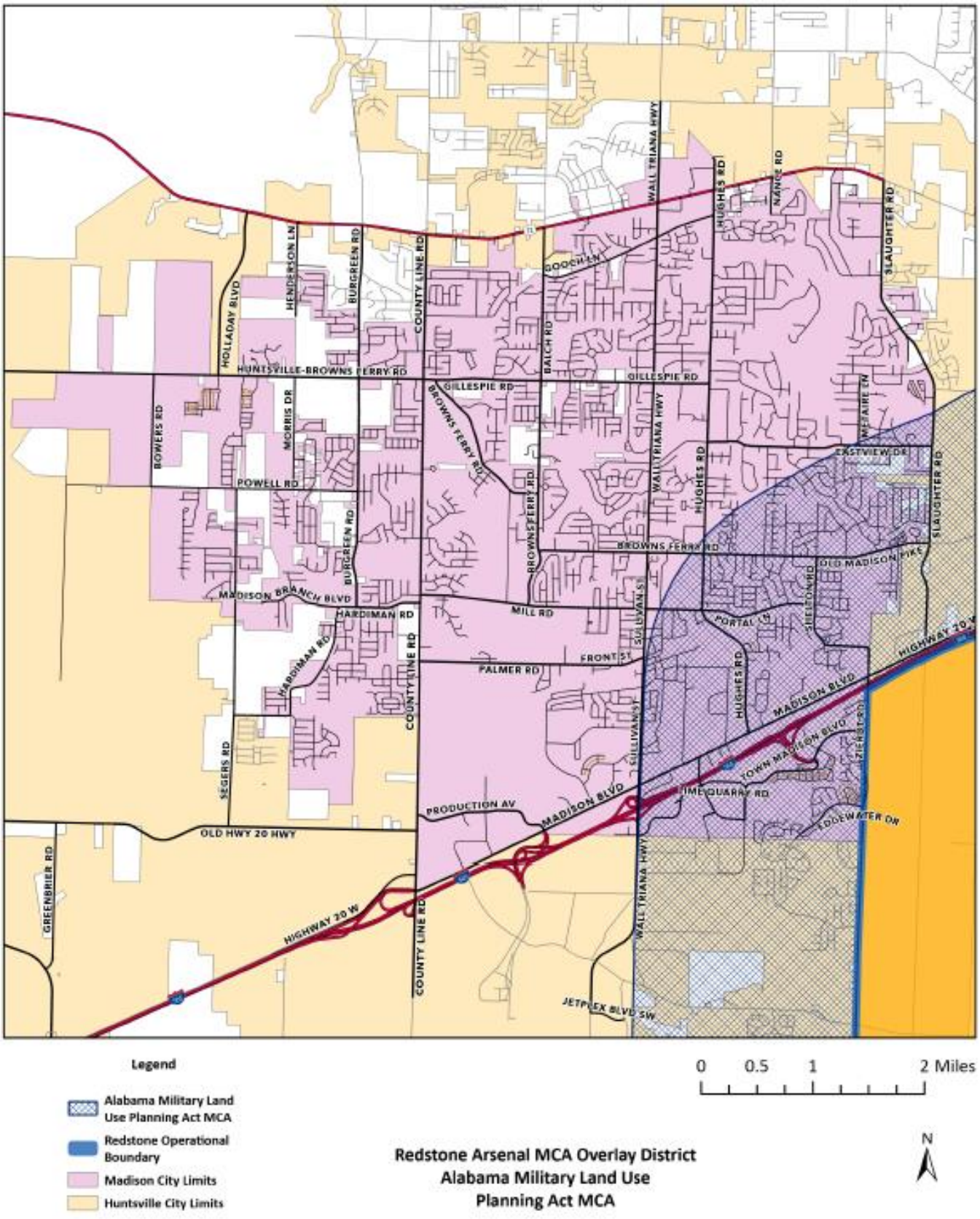
GILLESPIE RD
BROWNS FERRY RD
POWELL RD
MADISON BRANCH BLVD
HARDIMAN RD
MILL RD
FRONT ST
PALMER RD
PRODUCTION AV
OLD HWY 20 HWY
HIGHWAY 20 W
HIGHWAY 20
MADISON BLVD
TOWN MADISON BLVD
OLD MADISON PIKE
EASTVIEW DR
JETPLEX BLVD SW
EDGEWATER DR
TIMBERQUARRY RD
HOLLADAY BLVD
HENDERSON LN
BURGREEN RD
COUNTY LINE RD
GOOCH LN
BALCH RD
WALL TRIANA HWY
HUGHES RD
NANCE RD
SLAUGHTER RD
BOWERS RD
MORRIS DR
BROWNS FERRY RD
SULLIVAN ST
SHELTON RD
PORTAL LN
ZIERDT RD
SEGERS RD
GREENBRIER RD
METAIRIE LN
0
0.5
1
2 Miles
Legend
Wildlife Aircraft Strike Hazard MCA
Madison City Limits
Huntsville City Limits
Redstone Arsenal MCA Overlay District
Wildlife Aircraft Strike Hazard MCA
N


HUNTSVILLE-BROWNS FERRY RD
GILLESPIE RD
POWELL RD
BROWNS FERRY RD
MADISON BRANCH BLVD
HARDIMAN RD
MILL RD
FRONT ST
PALMER RD
PRODUCTION AV
MADISON BLVD
OLD HWY 20 HWY
HIGHWAY 20 W
JETPLEX BLVD SW
OLD MADISON PIKE
EASTVIEW DR
TIMEQUARRY RD
TOWN MADISON BLVD
EDGEWATER DR
HOLLADAY BLVD
HENDERSON LN
BURGREEN RD
COUNTY LINE RD
GOOCH LN
BAUCH RD
WALL TRIANA HWY
HUGHES RD
NANCE RD
SLAUGHTER RD
MCFAIRE LN
BOWERS RD
MORRIS DR
BROWNS FERRY RD
SULLIVAN ST
SHELTON RD
PORTAL LN
ZIERDT RD
SEGERS RD
GREENBRIER RD
Legend
Alabama Military Land Use Planning Act MCA
Redstone Operational Boundary
Madison City Limits
Huntsville City Limits
0 0.5 1 2 Miles
N
Redstone Arsenal MCA Overlay District
Alabama Military Land Use
Planning Act MCA

Section 5-6. Building Types

The following building types are established to allow for greater management and certainty surrounding the built form desired in each zoning district. While not intended to limit the uses occurring within, building types are intended to reinforce and complement the existing character of development while providing clear expectations as to the quality and character of new development within a zone. The table below identifies what building types are permissible by zoning district.

		BUILDING TYPES		SINGLE-FAMILY DETACHED	SINGLE-FAMILY ATTACHED (TOWNHOME)	ACCESSORY DWELLING UNIT	DUPLEX	MULTIPLEX (TRIPLEX)	MULTIPLEX (FOURPLEX)	NEIGHBORHOOD MULTI-DWELLING	MULTI-DWELLING	NEIGHBORHOOD MIXED-USE	GENERAL (1-STORY)	GENERAL (2+ STORIES)	LIVE-WORK	GENERAL MULTI-TENANT (1 STORY)	COMMERCIAL MIXED-USE (2-4 STORIES)	INDUSTRIAL
		DISTRICT ABBREVIATION	DISTRICT NAME															
BASE DISTRICT	RESIDENTIAL	R-1	Single-Family Estate	■		■												
		R-1A	Single-Family Suburban	■		■												
		R-1C	Single-Family Conservation	■		■												
		R-2	Single-Family Neighborhood	■		■												
		R-3	Single-Family Urban Residential	■	■	■	■	■	■	■								
		R-3A	Single-Family Detached Community Residential	■		■												
		R-4	Multi-Family	■	■	■	■	■	■	■	■							
		RZ	Single-Family Patio Home	■														
		RC-2	Residential Cluster District	■		■												
	MIXED-USE	TND	Traditional Neighborhood Development	■	■	■	■	■	■	■	■	■			■	■		
		UC	Urban Center District							■	■	■	■	■	■	■	■	
		MU	Mixed-Use									■	■			■	■	
	NON-RES	B-1	Downtown Business									■	■		■	■		
		B-2	Community Business										■	■		■		
		B-3	General Business										■	■		■		
	N-R	M-1	Industrial Flex District										■	■		■		■
		M-2	General Industrial District										■	■				■

	N-R	**AG**	Agriculture District	■		■						■	■					

5-6-1. Building Types Defined

A. **Single-Family Detached.** A freestanding residential structure containing one dwelling unit on its own lot, typically accessed by a driveway from the street or an alley and often features an attached or detached garage.

B. **Single-Family Attached (Townhome).** A residential structure containing one dwelling unit that shares one or more common walls with adjacent units, each unit held in fee simple ownership with individual ground-level entrances directly from an exterior sidewalk and private outdoor space.

C. **Duplex.** A residential building on a single lot containing exactly two dwelling units, either side-by-side or stacked, or front-and-back designed to appear as a single-family home from the street frontage.

D. **Multiplex.** A residential building on a single lot containing three or four dwelling units arranged in various configurations, maintaining compatibility with surrounding single-family neighborhood character through appropriate scale and design.

E. **Neighborhood Multi-Dwelling.** A residential building containing five to twelve dwelling units designed to be compatible with single-family neighborhoods through appropriate scale, massing, and architectural character.

F. **Multi-Dwelling.** A residential building containing thirteen or more dwelling units, typically three or more stories, with shared common entries and designed for medium to higher-density residential areas.

G. **Neighborhood Mixed-Use.** A building combining ground-floor commercial or office uses with residential units above, that is scaled appropriately for integration into predominantly residential neighborhoods and local commercial nodes but promotes walkability. Residential units may also be located on the ground floor in limited cases.

H. **Live-Work.** A building type combining residential living space with compatible work space, where both uses are occupied by the same tenant, typically featuring flexible ground-floor space.

I. **General (1-Story).** A detached single-story, single tenant, non-residential building designed for office, retail, service, or civic uses with parking typically provided on-site and pedestrian access from public sidewalks.

J. **General (2+ Stories).** A multi-story commercial, office, or institutional building of two or more floors designed to accommodate various non-residential uses with structured or surface parking.

K. **General Multi-Tenant (1 Story).** A single-story building containing multiple non-residential uses arranged horizontally, such as retail, office, or service establishments sharing common walls and parking areas.

L. **Commercial Mixed-Use (2-4 Stories).** A multi-story building incorporating a vertical arrangement of commercial, office, or residential uses, designed to support walkable development patterns and community activity centers.

M. **Industrial.** A structure used primarily for activities related to the manufacturing, processing, storage, and distribution of goods and materials. Generally characterized as a single-story large format building, industrial structures may have tall ceilings, large bays for loading and circulation, and be constructed of materials with few windows or entrances noticible from the exterior.

5-6-2. Building Types Restricted

A. Manufactured housing shall not be used as permanent structures except where permitted as indicated in the Table of Uses in Section 6-4.

B. Modular buildings shall not be used as permanent structures unless they are placed on a permanent masonry foundation, meet City-adopted Building Code requirements, and are in compliance with all applicable design standards in this code for buildings in the district in which they are located.

Section 5-7. Additional Intensity and Dimensional Standards

5-7-1. Additional Setback and Yard Requirements. The following requirements apply in addition to or instead of requirements listed in Sections 5-4 and 5-5 for the situations noted.

A. **Front yard setbacks**

1. The front yard setback requirements for lots zoned for and containing single-family dwellings shall not apply on any lot where the average setback of existing single-family dwellings located wholly or partially within 100 feet on each side of such lot within the same block and zoning district and fronting on the same side of the street is less than the minimum required setback. In such cases, the setback on such lot may be less than the required setback but must be within five feet of the average of the setbacks of the existing buildings.

2. When a residential lot fronts two or more public streets, the side facing the local street shall be deemed the front for the purposes of setback, lot design, and structure design/placement. Primary or, in some cases deemed necessary by the City to protect public safety and infrastructure investment, sole access shall be from the local street.

B. **Side yards**

1. Corner lots that are not through lots, whether at public streets, private lanes, alleys or a combination thereof, have only one front yard, which is the yard with the shortest street frontage facing a public street or private lane. The yard opposite this yard is the rear yard, and the other yards are side yards, with the side yard adjacent to the street, private lane, or alley being an exterior side yard.

5-7-2. **Approved Setback and Yard Encroachments**. All buildings and structures must be located at or behind required setbacks established in this Article, except approved encroachments listed below and provided for in Section 5-4. The Director may determine whether an encroachment not listed is similar to a listed encroachment and allow the encroachment. No other building, structure, or appurtenance can extend into a required easement or public right-of-way.

A. **Accessory Structures and Uses**

1. The following detached accessory structures and buildings shall be allowed in required setbacks and yards as noted unless otherwise restricted by the standards of this Ordinance.

a. Minor accessory structures not exceeding eight feet in height, 200 square feet in area and located within the rear two-thirds of the lot.

b. Fences, walls, planters and similar structures may be placed up to the property line in interior side and rear yards provided they do not exceed eight feet in height and do not block or divert drainage. Fences may be placed a minimum 15 feet from the exterior side property line provided they do not exceed eight feet in height and also comply with Section 4-5 visibility requirements. Fences, walls, planters and similar structures may be placed in the front yard provided they do not exceed 42 inches in height.

c. Swimming pools must be located in the rear yard and be a minimum 10 feet from the rear property line. Swimming pools may not be located in side setbacks.

d. Pergolas, patios, detached decks 30 inches or less in height, pool decks, and similar at-grade and above-ground structures and features may be placed in the side and rear yards, up to five feet from the interior side and rear property lines and 15 feet from the exterior side property line.

e. Minor decorative structures such as landscape garden walls, sculptures, and fountains 42 inches or less in height may be located anywhere on the property not in conflict with easements.

2. Detached accessory buildings, excluding Accessory Dwelling Units, exceeding eight feet in height or 200 square feet in area shall comply with the following minimum standards.

a. Interior Side Yard Setback: 8 feet

b. Exterior Side Yard Setback: 20 feet

c. Rear Yard Setback: 10 feet

d. Maximum height: 15 feet

e. When the principal structure is located at least 200 feet from the side or front property line of residentially- or agricultural-zoned lots, accessory structures may be located in the property's front yard provided they are not in the front setback.

f. Structures on residentially-zoned property shall not exceed 500 gross square feet of floor area, or 25 percent of the floor area of the main dwelling, whichever is greater.

B. **Mobility, Service, and Signage**

1. Only the minimum access required to connect a parcel to adjacent streets, sidewalks, trails, and bikeways.

2. Parking lots shall be required as stipulated in *Article 7, Design Standards*.

3. Signage shall meet all requirements as stipulated in *Article 9, Sign Regulations*.

C. **Building Features**

1. Building eaves, roof overhangs, gutters, downspouts, bay windows, chimneys, flues cornices, belt courses, sills, buttresses, and other similar architectural features may encroach up to two feet into a required setback, provided that such feature is at least five feet from any lot line.

2. An awning, canopy, or gallery may encroach into a front or exterior side street setback provided that such extension is at least three feet from any lot line.

3. A front porch or stoop may encroach up to five feet, including the steps, into a front, exterior side street, or alley setback. Ramps for people who live with a movement disability and use a wheelchair or other devices to assist movement may encroach to the extent necessary to perform their proper function.

D. **Site Features**

1. Low impact stormwater features such as, but not limited to, rain barrels, bioretention areas, and rain gardens may encroach into a required setback.

2. Mechanical equipment such as HVAC units, swimming pool pumps, security lighting, and tankless water heaters may encroach up to three feet into a required side or rear setback.

3. Minor structures accessory to utilities such as hydrants, manholes, transformers, and equipment cabinets may encroach into a required setback.

E. Apparatus needed for permitted personal and distributed energy systems including, but not limited to, overhangs, movable insulating walls and roofs, detached solar collectors, reflectors, and piping may encroach into a required side or rear setback, provided such apparatus cannot be located elsewhere and does not project more than four feet into the required setback.

5-7-3. Lot Coverage. Any attached porch, deck, terrace, accessory structure, or carport having a roof impervious to weather shall be considered a part of the building for the determination of lot coverage.

5-7-4. Easements and Rights-of-Way. Buildings and other structures, including overhangs and projections, as well as accessories such as porches, patios, ~~and~~ parking facilities <u>except for single family residences</u>, <u>and retaining walls, but excluding fences,</u> shall be no closer than one foot from a dedicated easement or right-of-way. This measurement applies to above ground, ground level, and subterranean structures.

5-7-5. Exclusions to Height Limitations. The height limitations contained in this Ordinance do not apply to spires, belfries, cupolas, antennas, communication transmission towers, water towers, chimneys, elevator shaft enclosures, solar energy collectors and equipment, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy. The heights of these structures or appurtenances shall not exceed 50 feet or any height limitations prescribed by the Federal Aviation Agency or airport zoning regulations. This exemption shall apply only to the extent that the additional height does not significantly impair solar access of buildings or permitted solar collector locations.

Section 5-8. Additional Open Space Requirements

In addition to requirements set forth in the City of Madison Subdivision Regulations, open space shall be provided as noted in Sections 5-4 and 5-5. All required open space must meet the following standards.

5-8-1. The following types of open space are permitted.

A. Parks, open greenbelt areas, and view corridors.

B. Lakes and ponds, including stormwater wet detention basins, provided they are designed for common use and enjoyment and include shaded seating, viewing areas, natural trails, and public access.

C. Landscaped pedestrian plazas, alleys, village greens, quads, and commons located in the TND-Neighborhood Center area.

D. Community gardens, cropland, and pasture.

E. Floodway and floodway fringe areas.

5-8-2. The following spaces shall not be included in open space calculations.

A. Yards that are not accessible for the common use of the development.

B. Parking areas and drives.

C. Utility easements.

D. Structures (unless approved by the City and integrated within the open space such as gazebos).

E. Drainage ditches.

F. Golf courses.

G. Planting strips or landscape buffers.

H. Wetlands, except walkways around wetlands may be counted.

I. Stormwater dry detention basins.

J. Areas reserved for the exclusive use and benefit of an individual tenant or owner.

5-8-3. Open space shall be permanently set aside for the sole benefit, use, and enjoyment of present and future occupants through covenant, deed restriction, open space easement, or similar legal instrument and, if held in common, be permanently maintained by a duly constituted property owners association. If approved by the City, the open space may, as an alternative, be conveyed to a governmental agency, land trust, or similar entity. Proof of acceptance is required.

5-8-4. Environmentally sensitive open space shall be protected against building development and environmental damage by conveying to the governmental agency, association, or land trust an open

space servitude restricting the area in perpetuity against any future building and against the removal of soil, trees, and other natural features, except as the Planning Commission determines is consistent with conservation or recreational purposes.

Section 5-9. Interpretation of District Regulations

Where uncertainty exists concerning any district's boundaries as shown on the Official Zoning Map, the following rules shall apply.

5-9-1. **District Regulations Extend to all Portions of Districts Surrounded by Boundaries.** Except as otherwise specifically provided, a district symbol or names shown within district boundaries of the Official Zoning Map indicates that district regulations pertaining to the district extend throughout the entire area surrounded by the boundary line.

5-9-2. Boundaries indicated as approximately following the center lines of streets or alleys shall be construed as following such centerlines as they exist on the ground, except where the variation of actual location from the mapped location would change the zoning status of a lot or parcel. In the case of a street closure, the boundary shall be construed as remaining in its location except where ownership of the vacated street is divided other than at the center, in which case the boundary shall be construed as moving with the ownership.

5-9-3. Boundaries indicated as approximately following lot lines, public property lines, and the like shall be construed as following such lines; provided, however, that where such boundaries are adjacent to a street or alley and the zoning status of the street or alley is not indicated, the boundaries shall be construed as running to the middle of the street or alley. In the event of street or alley closure, interpretation shall be as provided in Subsection 5-9-2.

5-9-4. Boundaries indicated as approximately following city limits shall be construed as following such city limits.

5-9-5. Boundaries indicated as approximately following centerlines of streams, creeks, or other bodies of water shall be construed as following such centerlines.

5-9-6. Boundaries indicated as following physical features other than those mentioned above shall be construed as following such physical features, except where the variation of actual location from the mapped location would change the zoning status of a lot or parcel, and in such case, the boundary shall be interpreted in such manner as to avoid changing the zoning status of any lot or parcel.

5-9-7. Boundaries indicated as parallel to or extensions of features indicated in Subsections 5-9-2 through 5-9-5 above shall be construed as being parallel to, or extensions of, such feature.

5-9-8. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map.

5-9-9. In cases not covered by Subsections 5-9-1 through 5-9-8 above, the Director shall interpret the Official Zoning Map according to the intent and purpose of this Ordinance. Appeals from the Director's interpretation shall be only to the Zoning Board of Adjustment in conformity with Article 11 of this Ordinance.

ARTICLE 6
USE REGULATIONS AND CONDITIONS

Section 6-1. Table of Uses Established

Establishment of Table of Uses. The uses permitted in each base zoning district described in Article 5 are set forth in the Table of Uses. Uses in overlay districts are determined by the base district unless established for a particular site on a case-by-case basis as specified in the DRI District or prohibited as specified in the WSP, ANI, or RS districts.

Section 6-2. Use Interpretation

The Director shall decide whether any proposed use is permitted within the City's zoning jurisdiction based on the uses listed in the Table of Uses. Whenever it is not clear whether a proposed use is permitted, the Director shall consider the following criteria and may consult the current edition of the North American Industrial Classification System (NAICS). Any use not specifically listed in the Table of Uses or substantially like a listed use, as determined by the Director, is prohibited.

6-2-1. The characteristics of the activity in relationship to the stated intent of the district.

6-2-2. The expected amount of site area or floor space and equipment devoted to the activity.

6-2-3. The expected amount of sales from each activity.

6-2-4. The expected number of employees in each activity.

6-2-5. The hours of operation and expected outdoor activity.

6-2-6. The required or anticipated building type, design, and site arrangement.

6-2-7. The type of vehicles used with the activity and the expected number of trips.

6-2-8. The number, type, and location of signage and other accessory structures normally associated with the use.

Section 6-3. Interpreting the Table of Uses

6-3-1. Where the symbol "P" is shown, the use to which it refers is permitted as a use by right in a district as indicated without having to meet use-specific conditions. Permitted uses are reviewed and approved by staff.

6-3-2. Where the symbol "C" is shown, the use to which it refers is a conditional use reviewed and approved by staff, provided it complies fully with all applicable use and development standards of this Ordinance.

6-3-3. Where the symbol "PC" is shown, the use to which it refers is a conditional use reviewed and approved by the Planning Commission, provided it complies fully with all applicable use and development standards of this Ordinance, as well as additional conditions and requirements that may be added by the Commission on a case-by-case basis to ensure a proposed development or use meets the intent of the district in which it is located.

6-3-4. Where the symbol "SE" is shown, the use to which it refers is a special exception in the district as indicated and is reviewed and approved by the Zoning Board of Adjustment and Appeals, provided it complies fully with all applicable use and development standards of this Ordinance as well as additional

conditions and requirements that may be added by the Board on a case-by-case basis to ensure a proposed development or use meets required findings and the intent of the district in which it is located.

6-3-5. This code and the following Table of Uses are permissive. Where a cell is left blank the use to which it refers is not permitted in the district indicated.

Section 6-4. Table of Uses

6-4-1. The following Table of Uses indicates how, where, and if uses are permitted in each district except for the TND District. This district is quite unique in that it is further subdivided into subdistricts. Uses within each TND subdistrict are listed in Section 6-4-2. Use and development restrictions within overlay districts are addressed in Article 5.

Use Description *P = permitted by right* *C = conditional use approved by staff* *PC = conditional use approved by PC* *SE = special exception approved by ZBA*	**RESIDENTIAL**									**MIXED-USE**		**NON-RESIDENTIAL**					
	R-1	**R-1A**	**R-1C**	**R-2**	**R-3**	**R-3A**	**R-4**	**RZ**	**RC-2**	**UC**	**MU**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**AG**
Accessory Uses and Structures*	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P
Agriculture																	P
Alcohol Sales, Retail										P	P	P	C	P			
Animal Day Care													C	C			
Asphalt, Concrete, Cement Manufacture or Refining; Quarry, Sand, or Gravel Operation																C	
Assembly Uses* *(not otherwise listed)*	SE	SE	SE	SE	SE	SE	SE	SE	SE	C	C	C	C	C			C
Assisted Living Facility*											P		P	P			P
Bakeries, Commercial															P	P	
Bars and Taverns										P	P	P	P	P			
Bed and Breakfast*												C					
Breweries or Distilleries															P		
Brew Pub* and microbrewery* and craft distillery*										P	P	P		P			
Car Wash														C			
Cemeteries	SE	SE		SE	SE	SE	SE		SE								
Child and Adult Care Centers*				SE	SE	SE	SE			P	P	C	C	C			
College or University										P				P			
Commercial Recreation, Indoor										P	P		P	P	SE		
Commercial Recreation, Outdoor										P	SE		C	C			
Composting Facilities																SE	
Conference, Convention, Meeting Centers										P	P	P	P	P			
Continuing Care Retirement Community*										P			P	P			P
Construction Equipment Sales and Rental*															P	P	

Use Description *P = permitted by right* *C = conditional use approved by staff* *PC = conditional use approved by PC* *SE = special exception approved by ZBA*	RESIDENTIAL									MIXED-USE		NON-RESIDENTIAL					
	R-1	R-1A	R-1C	R-2	R-3	R-3A	R-4	RZ	RC-2	UC	MU	B-1	B-2	B-3	M-1	M-2	AG
Contractor Storage Yard																P	
Country Clubs	SE	SE		SE	SE	SE	SE		SE								P
Data Centers															SE	C	
Dry Cleaning, pick-up and delivery only										P	P	C	P	P			
Dwelling, Accessory*	C	C	C	C	C	C	C		C								
Dwelling, Four-Family* (Fourplex)**					P		P										
Dwelling, Multi-Family* (Commercial Mixed-Use)**										P	P			P			
Dwelling, Multi-Family* (Multi-Dwelling)**							P			P							
Dwelling, Multi-Family* (Neighborhood Mixed-Use)**										P	P	P					
Dwelling, Multi-Family* (Neighborhood Multi-Dwelling)**					P		P			P							
Dwelling, Single-Family* (Attached)**					P		P										
Dwelling, Single-Family* (Detached)	P	P	P	P	P	P	P		P								P
Dwelling, Single-Family* (Detached, Zero Lot Line)								P									
Dwelling, Three-Family* (Triplex)**					P		P										
Dwelling, Two-Family* (Duplex)**					P		P										
Dwelling, Upper Floor										P	P	P					
Essential Services*	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P
Family Care Facility*		P	P	P	P	P	P		P		P						P
Farmers Markets	SE	SE								P		P	P				
Financial Institutions										P	P	C	P	P			
Funeral Homes											P		P	P			
Gas Stations with or without Convenience Stores										C			C	C			
Golf Courses	SE	SE		SE	SE	SE	SE		SE								P
Government Buildings and Services	SE	SE	SE	SE	SE	SE	SE		SE	P	P	P	P	P			SE
Grocery Stores										C	C	C	C	C			
Group Care Facility*	SE	SE	SE	SE	SE	SE	SE		SE								SE
Group Home*							P				P						

Use Description *P = permitted by right* *C = conditional use approved by staff* *PC = conditional use approved by PC* *SE = special exception approved by ZBA*	RESIDENTIAL									MIXED-USE		NON-RESIDENTIAL					
	R-1	R-1A	R-1C	R-2	R-3	R-3A	R-4	RZ	RC-2	UC	MU	B-1	B-2	B-3	M-1	M-2	AG
Health Clubs, Gyms, Spas, Wellness Centers										P	P	C	P	P			
Heliport*														SE	SE	SE	
Home Occupation* (Major)	SE	SE	SE	SE	SE	SE	SE		SE								SE
Home Occupation* (Minor)	C	C	C	C	C	C	C	C	C	P		P					P
Hospital											P			P			
Hotel, Motel, Motor Lodge, Tourist Court*										P	P	P		P	P		
Junk or Salvage Yard*																SE	
Laundry, excluding self-service											P				P	P	
Live/Work Unit*										P		P					
Makerspace										P	P	P	P	P			
Manufactured Home Park*																	SE
Manufactured Home Subdivision	SE	SE		SE	SE	SE	SE		SE								
Manufacturing, Light											SE				P	P	
Manufacturing, Heavy																C	
Medical/Surgery Centers											P		P	P			
Mini Storage Facilities														C	C	C	
Mobile Food Vending										C	C	C	C	C			
Museums and Activity Centers										P		C		P			
Nursing Care Facilities				SE	SE	SE	SE				P			P			P
Outdoor Sales and Storage										SE	C	C	C	C		P	
Outdoor Sales and Storage – Plant Nurseries, Outdoor Furniture, Playground Equipment, Garden Supplies														C			C
Parking Garage*							P			P	P	P	P	P	P	P	
Parks, Playgrounds, Open Space*	P	P	P	P	P	P	P	P	P	P	P						P
Pawn Shops														P			
Personal Enrichment Services*										C	C	C	C	C	C	C	
Pharmacies, Drug Stores										P	P	C	P	P			
Portable Carts and Kiosks, Retail and Food Sales										C		C					
Professional Office*										P	P	P	P	P	P	P	
Radio and Television Offices, Stations, Transmitters										C	C			P	P	P	
Recycling Facilities																SE	
Research and Development Facilities											P			P	P	P	
Restaurants and Cafes										P	P	P	P	P			
Restaurants, Drive-through										C			C	C			
Retail Sales and Services										P	P	P	P	P			

Use Description *P = permitted by right* *C = conditional use approved by staff* *PC = conditional use approved by PC* *SE = special exception approved by ZBA*	RESIDENTIAL									MIXED-USE		NON-RESIDENTIAL					
	R-1	R-1A	R-1C	R-2	R-3	R-3A	R-4	RZ	RC-2	UC	MU	B-1	B-2	B-3	M-1	M-2	AG
Schools, Public or Private K-12	SE	SE	SE	SE	SE	SE	SE	SE	SE		P						SE
Sewage Disposal Facilities															SE	SE	
Sexually Oriented Business*															P	P	
Shooting Ranges, Indoor														P			
Solid Waste Transfer Stations																SE	
Subdivision clubhouses and recreational facilities	P	P	P	P	P	P	P	P	P								
Tattoo Parlors														P			
Temporary Events*	C	C	C	C	C	C	C	C	C	C	C	C	C	C			C
Temporary Seasonal Uses*										C	C		C	C			
Transit Stations										P	P				SE		
Truck and Farm Implement Sales and Service															P	P	
Urgent Care Center*											P		P	P	P		
Vehicles Sales, Service and Repair											SE		C	C	C	P	
Veterinary Services and Kennels													C	C			SE
Visitors Centers										P		P		P			
Warehousing, Wholesaling, Storage, or Distribution Establishments											P				P	P	
Wireless Telecommunication Facility*	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C

*Defined in Chapter 12.
** See Section 5-6.

6-4-2. Table of Uses for TND Subdistricts

The following Table of Uses for TND Subdistricts indicates how, where, and if uses are permitted in each subdistrict.

Use Description *P = permitted by right* *C = conditional use approved by staff*	**TND-MR (Mixed Residential)**	**TND-NC (Neighborhood Center)**	**TND-NE (Neighborhood Edge)**
Accessory Uses and Structures*	C		C
Alcohol Sales, Retail		P	
Arcades		P	
Bars and Taverns		P	
Bed and Breakfast*		P	
Breweries or Distilleries (micro, local, craft)		P	
Brew Pub* and microbrewery* and craft distillery*		P	
Community and Cultural Centers		P	
Composting Facilities		P	
Dry Cleaning, without Drive-thru		P	
Dwelling, Accessory*	P		P
Dwelling, Four-Family* (Fourplex)**	P		
Dwelling, Multi-Family* (Commercial Mixed-Use)**			
Dwelling, Multi-Family* (Multi-Dwelling)**	P		
Dwelling, Multi-Family* (Neighborhood Mixed-Use)**	P	P	
Dwelling, Multi-Family* (Neighborhood Multi-Dwelling)**	P		
Dwelling, Single-Family* Attached**	P		
Dwelling, Single-Family* Detached	P		P
Dwelling, Three-Family* (Triplex)**	P		
Dwelling, Two-Family* (Duplex)**	P		
Essential Services*		C	
Farmers Markets		P	
Financial Institutions		P	
Government Buildings and Services		P	
Home Occupation,* Minor	C		C
Live/Work Unit*	P	P	
Makerspace		P	
Mobile Food Vending		C	
Nurseries, Child Daycare Centers		P	
Parks, Playgrounds, Open Space*	P		P
Professional Office*		P	
Restaurants and Cafes		P	
Retail Sales and Services		P	
Temporary Events*		C	

*Defined in Chapter 12. ** See Section 5-6.

Section 6-5. General and Specific Use Standards

The requirements of this Section shall apply to all conditional and special exception uses listed in *Table of Uses*, as follows. When approving a special exception, additional conditions may be added by the Zoning Board of Adjustment and Appeals on a case-by-case basis to ensure a proposed development or use meets required findings and the intent of the district in which it is located.

6-5-1. Accessory Uses and Structures

A. **In General**. Accessory uses must be located on the same lot as the principal use or structure, except when one or more adjoining lots, not separated by a street, are held under the same ownership and the commonly held lots are being used as a single property. In such cases, an accessory use may be located on a commonly held adjoining lot. Accessory structures are subject to location and setback conditions as specified in Section 5-7-2.

B. **Accessory Dwelling Units**

1. No single-family dwelling or lot shall have more than one accessory dwelling unit.
2. No accessory dwelling unit shall be held in separate ownership from the principal dwelling unit, nor sold separately from the principal dwelling unit.
3. Occupants of the accessory dwelling unit must be related by blood, marriage or legal adoption to the person who owns and lives in the main dwelling.
4. Accessory dwelling units may only have one kitchen.
5. Accessory dwelling units detached from the principal dwelling shall be part of an accessory detached garage. A unit may not exceed 1,000 square feet and the total structure (unit and garage) may not exceed 25 percent of the primary dwelling. The detached structure shall be designed to be architecturally compatible with the principal dwelling unit using similar materials, colors, and roof forms.
6. Accessory dwelling units attached to the principal dwelling unit or its attached garage shall be designed and attached in such a manner as to create an architecturally unified whole, with internal access provided, and not resulting in any change to the visible character of the street. A covered breezeway is not an acceptable form of attachment. The entrance to the accessory dwelling unit shall not be visible from the street in front of the principal dwelling unit.
7. The accessory dwelling unit must be compliant with all dimensional requirements for the underlying zoning district.
8. Additional driveways to the lot to accommodate the accessory dwelling unit are prohibited.
9. One additional on-site parking space must be provided for the accessory dwelling unit. The parking space must be paved and have an area of at least 180 square feet.
10. A deed restriction that runs in favor of the city and in the form acceptable to the City Attorney limiting the accessory dwelling unit as a non-rental unit shall be recorded at the Office of Probate in the County in which the property is located. A copy of the recorded deed restriction must be submitted to the City of Madison.
11. The City of Madison reserves the right to inspect the accessory dwelling unit for compliance.

C. **Temporary Structures in All Districts**

1. Temporary structures incidental to construction of buildings or structures are permitted provided such structures shall be removed following completion or no later than the date that building permits for construction at the site expire, or as set forth in the City's Code of Ordinances.
2. A temporary real estate sales office is permitted in a subdivision during the development of such subdivision provided its use relates only to the subdivision in which it is located and provided it shall be removed after 75 percent of the lots are sold.
3. Temporary Portable Private School classroom buildings may be placed in any zoning district on property owned or leased by the private school. The structure may be placed in required side yards or rear yards, provided that they are set back at least 20 feet from the nearest property line and 40 feet from any adjoining street, and provided that they meet all requirements in Appendix H of the International Building Code ("Mobile Home Tiedown Standards"), as may be amended from time to time. Provided further that all temporary portable private school classroom buildings shall be subject to inspection by the City prior to occupancy, unless they have been certified in compliance with the Federal Mobile Home Construction and Safety Standards as evidenced by a seal properly affixed thereto.

6-5-2. Alcohol Sales, Retail

A. In the B-2 District, sales of off-premises liquor must be in association with a restaurant or gas station.

6-5-3. Animal Day Care

A. In the B-2 District, only indoor services and activities are allowed.

B. In the B-3 District, all outdoor boarding facilities to include animal run areas or play yards must be screened from the right-of-way and adjacent property by a continuous hedge, shrub, earthen berm, or retaining wall (complementing the architectural style and material of the building) that is a minimum of five feet in height.

C. In the B-3 District, all outdoor boarding facilities to include animal run areas and play yards cannot be located within 200 feet of a residential use or zone.

D. In the B-3 District, dedicated outdoor operations only are not permitted.

6-5-4. Asphalt, Concrete, Cement Manufacture or Refining; Quarry, Sand, or Gravel Operation

A. After the effective date of this Ordinance, no manufacturing or industrial operations involving quarry, sand, or gravel production, or manufacturing of asphalt, concrete, or cement shall be constructed on property adjoining any residential district or legal, conforming residential use. However operations existing as of the effective date of this Ordinance are permitted to remain as conforming uses pursuant to Section 6-5-127 of the Code of Alabama.

6-5-5. Assembly Uses (Not Otherwise Listed in Definition in Chapter 12)

A. Places of assembly with a capacity of more than 600 people must have direct access to a major thoroughfare. Vehicular access to local streets serving established residential neighborhoods is prohibited.

B. In the B-1 District, theaters must provide parking as required per the parking standards in Article 7.

C. In the UC District, sporting events, Temporary Events, Temporary Seasonal Uses, conference or educational events, and civic activities are permitted on and in a Multi-Purpose Venue.

D. Pedestrian and bicycle access and onsite facilities are encouraged and will be required whenever a public sidewalk or trail abuts the property.

E. Accessory uses such as administrative offices, bookstores, parking lots, community centers, multi-purpose facilities, outdoor recreational facilities, and care facilities on the same site or sites contiguous to the principal assembly use shall be permitted. Similar uses on noncontiguous sites or on a site separated from the principal assembly use by a public street shall be considered principal uses in their own right and will be regulated as such. No merchandise or merchandise display shall be visible from outside a building. No business or identification sign pertaining to an accessory use shall be visible from a public right-of-way.

F. Except as otherwise noted in subsection (1) below, accessory uses not permitted as principal uses (including television stations, radio stations, printing presses, or sports complexes) are prohibited.

1. Cemeteries accessory to places of religious assembly provided they meet the setback requirements for principal structures in the district in which they are located.

6-5-6. Bed and Breakfast

A. Bed and Breakfasts must provide on-site/off-street parking in the B-1 District.

6-5-7. Car Wash

A. In the B-3 District, car washes may be permitted as an accessory use for a convenience store or gas station or as a stand-alone use subject to the following conditions.

1. Car wash as an accessory use.

a. All car wash bays must be located to the rear of the principal building or on the side of the building that is not visible to the traffic flow on the abutting side of the public street. Carwash bays may be located on the on-coming traffic flow side of the building at the approval of the Director of Planning but must be screened by a masonry wing wall complementing the architectural style and material of the building or an opaque landscape screen.

b. All service bays must be screened from view from adjoining property owners with a landscape screening buffer a minimum of six feet in height. The landscaping in the buffer shall be 80 percent opaque after a period of one year.

2. Car wash as a stand-alone use.

a. The stand-alone car wash shall be of the enclosed, tunnel-style wash where the vehicle is moved through a tunnel on a conveyor belt or similar conveyance, with vehicle washing and drying equipment enclosed within the car wash structure; provided, however, that air compressors, hoses and vacuums utilized for vacuuming of vehicle interiors may be located on the exterior.

b. No tunnel entrances and exits shall face any adjacent residentially zoned lot.

c. All tunnel entrances and exits shall be screened from view from adjoining lots with a landscape buffer having a minimum height of six feet and shall be 80 percent opaque within one year of installation.

d. There shall be adequate room for vehicle stacking before and after the pay station such that all vehicle queuing will occur on-site.

3. Conditions applying to all car wash types in a B-3 District.

   a. All exterior vacuum machines shall be oriented away from residential property and screened from adjacent residentially zoned lots by a wall or landscape screen for both visual and acoustical buffering. The wall shall be a masonry wing wall or building wall complementing the architectural style and material of the car wash facility, and any landscape screen shall be 100 percent opaque and a minimum of six feet in height within one year of installation.

   b. Landscaping screening specimens may be from the following list or other materials verified to reduce noise. Trees: Japanese Cryptomeria; Leyland Cypress; Eastern Red Cedar; Magnolia; White Pine, Loblolly Pine; Arborvitae; Savannah Holly; Nellie R. Stevens Holly; Yaupon Holly; Waxmyrtle. Shrubs: Carrisa Holly; Dwarf Chinese; Dwarf Burford; Dwarf Yaupon; Pfitzer Juniper; Chinese Loropetalum; Dwarf Waxmyrtle.

   c. Additional screening and buffering requirements may be recommended by the Planning Director for approval by the Planning Commission.

   d. Operation or use may only occur between the hours of 7:00 a.m. and 9:00 p.m.

   e. No cleaning, steam cleaning, or pressure cleaning of automobile engines shall be allowed as a part of carwash uses.

6-5-8. Cemeteries

A. Tombstones, crypts, monuments, columbariums, and mausoleum spaces must be located at least 50 feet from any street right-of-way line or abutting property. Greater setbacks shall be observed if otherwise required by the zoning district in which it is located. Gravesites shall also be set back at least 20 feet from any side or rear lot lines, and a minimum of one foot from any easement.

B. No building in conjunction with sales shall be located closer than 20 feet from any side lot line or 40 feet from a rear lot line abutting a residential district. Greater setbacks shall be observed if otherwise required by the zoning district in which it is located.

C. A minimum of three acres shall be needed for a new principal use.

6-5-9. Child and Adult Care Centers

A. In the B-1 District, child care centers must be accessory to a worship center.

B. Each facility must be located in an area that is free from conditions dangerous to the health, safety, welfare, or morals of children and adults.

C. Buildings and outdoor play/recreation areas must be separated from vehicle circulation and parking areas by bollards or similar protective devices.

D. A paved off-street location, such as a circle drive or another suitable location, must be provided for safe loading and unloading. The area shall not be located within any public right-of-way.

6-5-10. Commercial Recreation, Outdoor

A. Outdoor commercial recreational uses may not be located within 200 feet of the nearest property line of residential use or zone.

B. Any commercial recreational use abutting a residential development shall limit activity to the hours between 9:00am and 10:00pm.

C. Any use of amplified sound will require the issuance of a special exception even for uses noted as permitted with conditions and conditional in the Table of Uses.

6-5-11. Data Centers

A. Data Centers and Data Center Accessory Uses cannot be located within 200 feet of a residential use or zone.

B. Equipment shall be fully enclosed or screened by a wall so that a noise limit of 65 dB at the property line is not exceeded between the hours of 7:00 a.m. and 10:00 p.m. or 55 dB between the hours of 10:00 p.m. and 7:00 a.m. Maximum decibel levels specified herein shall not apply during times of power outage; however, anticipated decibel levels when emergency power generation equipment is running shall be provided at the time of application.

C. Fencing of the property along public roadways may not be chain link, with or without slatted inserts, nor include barbed wire unless the fencing is fully screened from public view by landscaping that is a minimum 50 percent evergreen for the height and length of the fencing.

D. Applicants must demonstrate procedures for an Emergency Response Plan that includes Energy Storage Systems, Fire Suppression, Containment, Ventilation, and Evacuation that are sufficiently protective of public health, safety, and welfare. The Plan must be prepared by a qualified professional.

E. Any Data Center using a Stationary Energy Storage System/Stored-Energy Emergency Power Supply System shall be designed for the latest edition of NFPA 855 and/or NFPA 111 along with the latest codes/ordinances adopted by the City of Madison and must include fire suppression systems designed specifically for Energy Storage Systems.

6-5-12. Dry Cleaning

A. In the B-1 District, dry cleaning establishments with drive-through facilities are not permitted.

B. In all districts other than B-1, drive-through facilities must be screened in accordance with district drive-through screening standards.

6-5-13. Essential Services

A. Where permanent structures are involved in providing such services, such structures shall conform insofar as possible, to the character of the district in which the property is located, as to architecture and landscaping characteristics of adjoining properties.

6-5-14. Farmers Market

A. Farmers markets must provide adequate off-street customer and vendor parking.

B. Farmers markets must not impede the regular flow of traffic.

C. In R-1 and R-1A districts, a farmers market must be an accessory use to the principal use of the property.

6-5-15. Financial Institutions

A. In the B-1 District, banks with drive-through facilities are not permitted.

6-5-16. Gas Stations with or without Convenience Stores

A. An automobile service station or convenience store shall have a minimum front lot line on the primary right-of-way of at least 120 feet.

B. Canopies are required for fueling stations.

C. All buildings shall be set back 40 feet from all right-of-way lines, and all canopies shall be set back 15 feet from all right-of-way lines.

D. Convenience stores with fuel sales should incorporate roof elements of the principal structure so as to provide a look with compatible architectural styles with surrounding buildings. Canopies shall complement materials, colors, and architectural design of the primary building. Building facades shall be designed to a human-scale for aesthetic appeal, pedestrian comfort, and compatibility with the design character of the district or neighborhood.

6-5-17. Grocery Stores

A. In the B-1 District, grocery stores must provide parking as required per the parking standards in Article 7. Drive-up windows are not allowed.

B. **Grocery Stores with Fuel Sales**

1. An automobile service station or convenience store shall have a minimum front lot line on the primary right-of-way of 120 feet and a minimum area of 12,000 square feet.

2. Canopies shall be required for fueling stations. A kiosk located under the canopied area may be incorporated into the site design adjacent to fueling stations.

3. All buildings shall be set back 40 feet from all right-of-way lines and all canopies shall be set back 15 feet from all right-of-way lines.

4. In the B-2 District, convenience stores with fuel sales should incorporate pitched roof elements similar to the principal structure to provide a look compatible with and similar to a residential architectural style. Canopies shall be similar in materials and architectural design to the principal structure. Building facades shall be designed to a human scale for aesthetic appeal, pedestrian comfort, and compatibility with the design character of the district or neighborhood.

5. Additional screening and buffering requirements may be recommended by the Planning Director for approval by the Planning Commission.

6-5-18. Group Homes and Group Care Facilities

A. A group home shall be located in a structure originally constructed as and designed for a single-family dwelling that shall be the principal structure on the lot. The structure shall not be altered, nor the site used in any manner that diminishes its value as a single-family dwelling or which changes its exterior residential character.

B. Group care facilities serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during application.

C. Care facilities may not serve more than 20 residents.

D. In order to protect the health and safety of the community, the Zoning Board of Adjustment and Appeals has the right to further restrict the location of facilities, the number of residents, and impose any other criteria necessary to meet the intent of this ordinance including increased buffering, screening, and fencing.

E. The classification of "multi-family" shall not exclude a group home in which 10 or less unrelated persons who are mentally retarded or mentally ill may reside, and said home may, in addition thereto, include two additional persons who need not be related by blood or marriage to each other or to any of the mentally retarded or mentally ill persons living in the home.

6-5-19. Health Clubs, Gyms, Spas, Wellness Centers

A. In the B-1 district Health Clubs must be less than 15,000 square feet.

6-5-20. Home Occupation

A. **Home Occupation Permit Required**

1. In addition to any other approval that may be required to operate a home occupation legally, a Home Occupation Permit issued by the City of Madison shall be required, unless otherwise noted.
2. Home Occupation Permits are not transferable between individuals, nor are they valid for a location other than the location noted on the permit. An individual who moves may not resume their home occupation in the new location without reapplying for a Home Occupation Permit.

B. **General Requirements for All Home Occupations**

1. The use shall be conducted entirely within a dwelling and carried on by the inhabitants thereof and no others, with the following exceptions:
   a. Outside play and gathering space shall be permitted to the extent required by State daycare regulations, and State-approved substitute workers shall be permitted to participate in the residential daycare home occupation. The licensee and daycare operator shall be the same individual.
   b. Professional services may be rendered outdoors to the extent required, in the opinion of the service provider. For example, clergy may counsel individuals outdoors, artists may work outdoors, etc.
   c. Instruction that must be provided outdoors, such as certain athletic instruction, may be so provided, if it generates no effects beyond the property line any greater than would be normally expected for a residence. In no event shall musical instrument instruction be provided outdoors.
2. The use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes, and the appearance of the structure shall not be altered by the occupation within the residence or be conducted in a manner that would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emission of sounds, or vibrations that carry beyond the premises.
3. There shall be no advertising, display, or other indications of a home occupation on the premises.
4. Selling stocks of merchandise, supplies, or products on-site is prohibited, provided that incidental retail sales may be made in connection with other permitted home occupations. For example, a single-chair beauty parlor would be allowed to sell combs, hair spray and other miscellaneous items to customers. However, a dressmaker would be required to do only custom work for specific clients and would not be allowed to develop stocks of dresses for sale to the general public on-site.
5. No storage or display of goods shall be visible from outside the structure.
6. No highly explosive or combustible material should be used or stored on the premises. No activity shall be allowed that would interfere with radio or television transmission in the area, nor shall there be any offensive noise, vibration, smoke, dust, odors, heat, or glare noticeable at or beyond the property line.

7. Parties for the purpose of selling merchandise or taking orders shall not be held more than once each month per residence.
8. Notwithstanding any provision contained herein to the contrary, garage, basement, yard, or other similar sales shall not be allowed more than twice each year per residence, and each sale shall not last more than 10 consecutive hours. Such sales do not require a permit.

C. **Additional Requirements for Minor Home Occupations**

1. No more than one room of the dwelling may be used for the home occupation, except that this requirement will not apply in the case of family daycare facilities.
2. A home occupation shall not create greater vehicle or pedestrian traffic than normal for the district in which it is located.
3. A home occupation shall not create the need for additional parking spaces in excess of those required this Ordinance for the use of the property as a dwelling.
4. No use of material or equipment not recognized as being part of the normal practices of owning and maintaining a residence shall be allowed.
5. No deliveries from commercial suppliers may be made to the dwelling.
6. Permitted minor home occupations include, but are not necessarily limited to, the following uses. The Director shall decide when a use not specifically listed is a minor home occupation.
    a. Artists and sculptors
    b. Authors and composers;
    c. Home crafts for sale off-site;
    d. Office facility of minister, rabbi, priest, or other clergy;
    e. Office facility of a salesman, sales representative, or manufacturer's representative provided that no transactions are made in person on the premises
    f. Photo processing
    g. Professional office facilities not excluded elsewhere in this Ordinance;
    h. Individual tutoring or counseling;
    i. Preserving and home cooking for sale off-site;
    j. Individual instrument instruction provided that no instrument may be amplified;
    k. Telephone solicitation work
    l. Family daycare in a residential dwelling not involving more than six children or adult clients

D. **Additional Requirements for Major Home Occupations**. Uses not otherwise classified as minor home occupations may be approved as major home occupations as a special exception provided they meet all the following additional requirements.

1. Major home occupations shall be only permitted in Residential R-1, R-1A, R1-C, RC-2, and R-2 districts when they can specifically demonstrate that the proposed use will have no short- or long- term negative impact on the neighborhood.

2. The total area used for such purposes (including storage) shall not exceed the equivalent of one-half of the floor area, in square feet, of the first floor of the user's dwelling unit, if any; otherwise, the main floor of the dwelling unit. In no case shall more than two rooms of the dwelling unit be used for the Home Occupation. This restriction shall not apply in the case of group daycare facilities.
3. A home occupation, including studios or rooms for instruction, but not including group daycare facilities, shall provide additional off-street parking area reasonably adequate to accommodate needs created by the home occupation of not less than one parking space for each 300 square feet of floor area devoted to the home occupation, said spaces to be in addition to the spaces required by Article V of this Ordinance. In the case of group daycare facilities, one additional parking space shall be provided for each employee not residing in the dwelling.
4. Deliveries from commercial suppliers may not be made more than once each week, and the deliveries shall not restrict traffic circulation.
5. Permitted major home occupations shall include but are not necessarily limited to the following uses. The Director shall decide when a use not specifically listed is a major home occupation.
    a. Beauty parlors and barber shops catering to one client at a time.
    b. Organized classes with up to six students at one time
    c. Upholstering
    d. Dressmaking or tailoring
    e. Woodworking, excluding cabinet making
    f. Group daycare in a residential dwelling caring for more than six children or adult clients. Such care shall be limited to twelve clients.
6. The following uses, by the nature of the investment or operation, have a pronounced tendency once started to rapidly increase beyond the limits permitted for home occupations and thereby impair the use and value of a residentially zoned area for residence purposes and are more suited to professional or business districts. Therefore, the uses specified below shall not be permitted as home occupations.
    a. Minor or major auto repair, painting of vehicles, trailers, or boats
    b. Funeral chapel or home
    c. Gift shops
    d. Medical or dental clinic
    e. Rental businesses
    f. Catering
    g. Photo studios
    h. Massage parlors
    i. Welding or machine shops
    j. Any retail, wholesale, or distribution not specifically enumerated as a permitted use or special exception, or accessory to such use.

6-5-21. Junk or Salvage Yard

A. Any article or material stored permanently or temporarily outside of an enclosed building shall be screened by ornamental walls, fences and/or evergreen plantings so that it cannot be seen from public streets or adjoining lots when viewed by a person standing at ground level.

6-5-22. Manufactured Home Park

A. **Manufactured Home Park License Required**

1. It shall be unlawful for any person to establish, operate or maintain, or permit to be established, operated, or maintained upon any property owned, leased, or controlled by him, a manufactured home park without having first secured a license for each such park from the Alabama Manufactured Housing Commission pursuant to this Article. The license shall expire on December 31 of each year but may be renewed under the provisions of the Section for additional periods of one year.

2. The application for a license or a renewal thereof shall be made on forms furnished by the City Clerk and shall include the name and address of the owner in fee of the tract (if the fee is vested in some person other than the applicant, a duly verified statement by that person, that the applicant is authorized by him to construct or maintain the park and make the application), and such a legal description of the premises, upon which the park is or will be located as will readily identify and definitely locate the premises. The application shall be accompanied by one copy of the park plan and one copy of the Special Exception Permit.

B. **Manufactured Home Standards** To protect the health and safety of the public and assure quality construction, all manufactured home units shall conform to standards authorized by the Alabama Manufactured Housing Commission.

C. **Additional Site Plan Requirements for Manufactured Home Parks** In addition to any other site plan requirements included as part of the permit approval process, a manufactured home park site plan submitted for approval by the Zoning Board of Appeals shall contain all the following information.

1. The location of manufactured homes on stands.

2. The dimensions of each stand.

3. Typical stand detail showing the patio, if any, and manufactured home with the location of utility connections including gas, water, and sewer, and electrical.

4. The location and number of sanitary conveniences including toilets, washrooms, laundries, and utility rooms to be used by the occupants of units.

5. Demarcation of any area within or adjacent to the proposed manufactured home park subject to periodic inundation by storm drainage, overflow, or ponding.

D. **Basic Minimum Site Requirements for Manufactured Home Parks**

1. Area Requirements. The minimum size of Manufactured Home Park shall be two acres.

2. Stand Requirements. Each stand shall provide a minimum area of 6,000 square feet.

3. Open Space Requirements. The minimum front yard setback shall be 20 feet from the nearest corner of the manufactured home to the front line of the stand. The minimum distance between manufactured homes shall be 25 feet on the sides and 20 feet on the rear.

4. Height Regulations. The height limit for any manufactured home in the park shall be 18 feet. The height of the manufactured home frame above the ground elevation, measured at 90 degrees to the frame, shall not be greater than three feet.
5. Soil and Ground Cover. Exposed ground surfaces in all parts of every park shall be paved, covered with stone screenings or other solid material, or protected with a vegetative growth that is capable of preventing soil erosion and eliminating dust.
6. Drainage. The ground surface in all parts of a park shall be graded and equipped to drain all surface water in a safe, efficient manner. The adequacy of drainage facilities shall be verified by a licensed professional engineer.
7. Design and Location of Storage Facilities. Storage facilities with a minimum capacity of 200 cubic feet per stand may be provided on the stand, or in compounds located within 200 feet of each stand. Storage facilities shall be designed in a manner that will enhance the appearance of the park and shall be faced with masonry, porcelain steel, baked enameled steel or other material equal in fire resistance, durability, and appearance, or of an equal material approved by the Director.
8. Manufactured Home Stands. The area of the manufactured home stand shall be improved to provide adequate support for the placement of the manufactured home.
9. Parking. Every manufactured home stand shall have two off-street parking spaces.
10. Lighting. Adequate lighting shall be provided in a manner approved by the utility company. All electric, phone, and broadband lines should be placed underground whenever possible.
11. Recreation Areas. All manufactured home parks shall have at least one recreation area located to be free of traffic hazards, easily accessible to all park residents, centrally located where topography permits, and usable for recreation purposes. Not less than ten percent of the gross park area shall be devoted to recreational facilities. Such space shall be maintained in a usable and sanitary condition by the park owner.
12. Utilities. Each manufactured home shall be connected to the municipal water system and to the municipal sewage disposal system, if available. The design and specifications of the utility systems shall meet City specifications and shall be approved by the City Water and Sewer Board. If the municipal utility system is not available, then a private central system shall be required until such time as the municipal systems become available. The design and specifications of such systems shall meet Health Department specifications and shall be installed under inspection of the appropriate City Department

E. **Access and Circulation Requirements for Manufactured Home Parks**

1. Internal streets shall be privately owned, built, and maintained, and shall be designed for safe and convenient access to all stands and parking spaces and to common use of park facilities.
2. An internal street or common access route shall be provided to each stand. The street shall be a minimum of 30 feet in width. The internal street shall be continuous or shall be provided with a cul-de-sac having a minimum radius of 60 feet. No internal street ending in a cul- de-sac shall exceed 400 feet in length.
3. All streets shall be constructed to meet the minimum specifications for streets within the City of Madison except the curbing. A concrete lay-down curb or acceptable substitute shall be used as approved by the Administrative Officer.

4. Every manufactured home stand shall have two off-street parking spaces. Off-street parking shall be hard surfaced with all-weather materials.
5. Internal streets shall be maintained free of cracks, holes, and other hazards at the expense of the licensee.
6. All streets within each park shall be numbered or named in an approved manner.
7. Interior streets shall intersect adjoining public streets at ninety degrees and at locations which will eliminate or minimize interference with the traffic on those public streets.
8. At each entrance to the park, an 18-inch by 24-inch sign shall be posted stating "Private Drive, No Thru Traffic". The licensee may also post a speed limit sign on this same post.

6-5-23. Manufactured Home Subdivision

A. All subdivisions must contain ten or more lots.

B. All manufactured homes must be underpinned.

C. All subdivisions must be serviced with underground utilities and individual lots are provided with a pedestal.

6-5-24. Manufacturing, Light

A. In the MU District, light manufacturing establishments provided that any accessory warehousing is incorporated into the main structure.

6-5-25. Manufacturing, Heavy

A. Volatile uses and volatile industries provided that such use or industry shall not be located closer than l,000 feet to any residential district.

6-5-26. Mini Storage Facilities

A. Self-storage warehouse spaces shall be used for storage only. No space shall be leased or used for any other purpose. Any other use associated with the warehouse, such as office or commercial, shall meet all applicable standards of this ordinance for that use for the district in which it is located as well as all other local or state codes that may apply. All uses of the site shall be clearly defined and designated on the site plan prior to zoning approval.

B. No hazardous materials shall be stored.

C. Outside storage shall be screened and shall not be located closer than 100 feet, lot line to lot line, to a residential or mixed-use zoning district or a lot containing a legal, conforming residential use. Outside storage of recreational vehicles, boats and trailers shall be located to the side or rear of the principal building closest to the street.

D. All driveways and parking areas between and around buildings shall be paved with asphalt or concrete including parking areas for the storage of boats, recreational vehicles and similar vehicles.

6-5-27. Mobile Food Vending

A. Mobile food vendors shall comply with all regulations and certification requirements set forth by the Alabama Department of Public Health and the Alabama Alcoholic Beverage Control Board if serving alcohol.

B. Mobile food vendors must be located on private property unless approved by the City as part of a special event.

C. Mobile food vendors shall acquire written permission of the property owner before locating on a site and shall maintain such permission on premises and shall produce such permission upon request.

D. Mobile food vendors shall not operate at a fixed place of business for more than two continuous weeks.

E. Mobile food vendors shall vacate site at the close of business daily.

F. Mobile food vendor sales are limited to food and non-alcoholic beverages unless approved by the City as part of a specific event or located within an approved Arts and Entertainment District.

G. No amplified or other loud sounds or music may be produced by or from the mobile food vendor to attract customers, for entertainment, or other purposes.

H. Mobile food vendors must be at least 100 feet from any residential use or residential zoning district (R-1, R-1A, R-1C, R-2, R-3, R-3A, R-4, RZ, RC-2) unless approved by the City as part of an assembly use, a specific event, or located within an approved Arts and Entertainment District.

I. On-site food preparation must be performed inside the mobile food vendor truck or trailer.

J. The mobile food vendor truck or trail and the area utilized by the mobile food vendor must be maintained in a clean, attractive, and safe condition at all times.

6-5-28. Museums and Activity Centers

A. In the B-1 District, museums and activity centers must provide parking as required per the parking standards in Article 7.

6-5-29. Outdoor Sales and Storage

A. **General Standards**. Except as provided below, all sales of merchandise and display merchandise shall be conducted within an enclosed building.

1. Storage in connexes, shipping containers, and semi-trailers are not permitted. Portable buildings may not be made into permanent structures in any form.

2. Restaurants are permitted to have outdoor seating on private property but must maintain a clear and unobstructed walking path of at least six feet in width between the outdoor seating and an adjoining driveway. A moveable bollard, planting, or fence, three feet maximum in height is required between the outdoor seating and the walkway.

3. Self-service vending apparatus such as soft-drink machines, ATM machines, movie vending machines, and newspaper racks may be located adjacent to the exterior of the principal building.

A clear and unobstructed walking path of at least four feet in width must be provided between the self-service apparatus and the adjoining driveway. No additional freestanding units are permitted except as provided by the U.S. Postal Service, UPS, FedEx, DHL, and other similar shipping/mailing services. Donation drop boxes are not permitted.

B. **Special District Standards - Neighborhood Business (B-1) District**

1. Outdoor displays of merchandise may be located adjacent to the exterior of the principal building. A clear and unobstructed walkway of at least four feet must be maintained between the display and adjoining driveway.

2. Self-service vending apparatus such as soft-drink machines, ATM machines, and movie vending machines are not permitted.

C. **Special District Standards - Community Business (B-2) District**.

1. Outdoor displays of merchandise may be displayed adjacent to the exterior of the principal building. A clear and unobstructed walkway of at least four feet must be maintained between the display and the adjoining driveway.

D. **Special District Standards - General Business (B-3) District**.

1. No display, sales, leasing or operation of merchandise outside of sales areas for dealerships for new trucks, cars, boats and motorcycles, are permitted unless such activity is visually screened with a continuous solid screening device from adjacent property lines of residentially zoned properties.

2. Outdoor storage is permitted where the storage area is situated behind the principal building in the rear half of the property and where a solid wood or masonry fence screens the outdoor storage from public view. Such wood or masonry fence must be at least one foot higher than the stored material.

6-5-30. Outdoor Sales and Storage – Plant Nurseries, Outdoor Furniture, Playground Equipment, Garden Supplies

A. Storage in connexes, shipping containers, and semi-trailers are not permitted. Portable buildings may not be made into permanent structures in any form.

6-5-31. Personal Enrichment Services

A. If a structure or activity space devoted to this use exceeds 5,000 square feet, a special exception is required.

B. Personal enrichment uses within a retail building parked at a ratio of at least one space per 350 square feet shall require no additional parking provided the use complies with the following conditions:

1. The maximum number of persons per classroom does not exceed the number of parking spaces allocated to the suite based upon the square footage of the building; and

2. The instruction area does not exceed 75 percent of total floor area of the personal enrichment building area.

6-5-32. Pharmacies, Drug Stores

A. In the B-1 District, pharmacies and drug stores with drive-through facilities are not permitted. In all other districts, drive-through facilities must be screened in accordance with district drive-through screening standards.

6-5-33. Portable Carts and Kiosks, Retail and Food Sales

A. Portable carts and kiosks for retail sales must be on private property and must have the written permission of the owner or manager of such property available for review upon request.

B. A cart or kiosk may only be used after a plot plan and elevation are approved by the City of Madison Planning Department.

C. A cart or kiosk shall not obstruct access to or occupy a parking space, impede delivery of materials to an adjoining property, interfere with access to public property or an adjoining property, or be located in the public right-of way.

D. A cart or kiosk shall not exceed a maximum of four feet in width, excluding any wheels, eight feet in length including any handle, and no more than six feet in height excluding canopies or umbrellas, unless approved by the City of Madison Planning Department.

E. A limit of one cart or kiosk shall be allowed for each commercial business.

F. Seating or tables for customers shall not be permitted in association with a cart or kiosk. A chair or stool may be provided for a cart or kiosk employee.

G. A cart or kiosk shall be self-contained for water, waste, and power to operate, unless otherwise approved by the City.

6-5-34. Radio and Television Offices, Stations, Transmitters

A. Stations with transmission equipment but no broadcast tower are permitted in the UC and MU District.

6-5-35. Restaurants-Drive Through

A. Drive-through restaurants are permitted directly adjacent to collector roads and arterial streets.

B. Vehicle drive-through windows facing the street or traffic flow must be screened by one or some combination of a continuous hedge, shrub or earthen berm that is a minimum of five feet in height. Additionally, vehicle drive-through windows must be screened from all adjacent property owners in the same manner. Additional screening and buffering requirements may be recommended by the Planning Director for approval by the Planning Commission.

C. A minimum queue space for five cars per service window shall be provided in addition to other parking.

6-5-36. Sexually Oriented Businesses

A. No sexually oriented business shall be located within 1,000 feet (measured as the longer of (a) the shortest distance from lot line to lot line along public rights-of-way and (b) radially, i.e., within a 1,000 feet radius) of any residence, nursing care facilities, assisted living facility, continuing care retirement community, mobile home park, park, playground, golf course, country club, religious assembly use, child or adult day care facility, family care facility, group home, group care facility, library, museum, visitor center, school (public or private), outdoor recreation facility, property owned by the Madison City School Board or another sexually oriented business.

B. No sexually oriented business shall be located along an arterial or collector road, as depicted in the City's Comprehensive Plan, within 1000 ft. of the City limits (measured radially), as said limits exist on the date of application for zoning approval for such a business.

C. All sexually oriented businesses must post their valid Business Privilege License and Certificate of Occupancy in a conspicuous public area inside the building.

D. A manager must be present at all times while the business is open.

E. The business shall post and enforce a "no loitering" policy and require that individuals not transacting business leave the premises.

F. The business shall not permit individuals under 21 years of age to enter the premises or transact business.

G. It shall be the duty of the manager to report any illegal activities on the premises to local law enforcement authorities.

H. This ordinance shall not be construed to permit activities prohibited by law, including Public Indecency (Section 14-4, et. seq., Code of Ordinances), Prostitution (Section 14-30, et. seq., Code of Ordinances, and Title 13A, Article 3, Code of Alabama), or Obscenity (Title 13A, Article 4 Code of Alabama).

6-5-37. Temporary Events

A. Any outdoor entertainment use abutting a residential development shall limit activity to the hours between 9:00 am and 10:00 pm.

B. Light or glare shall not spill onto adjacent property or rights-of-ways.

C. In the B-2 District, commercial outdoor entertainment uses may not be located within 200 feet of a residential use or zone.

D. In the UC District, temporary events may not occur in parking lots unless a plot plan is approved by the City of Madison Planning, Police, and Fire Departments. Said approval must be requested at least seven days in advance of the event. Property owners may submit a master list of temporary events for approval on an annual basis.

E. In the Residential and Agricultural Districts, temporary events may only be held if the property is developed with an approved Assembly Use.

6-5-38. Temporary Seasonal Uses

A. A plan showing the temporary display and sale area on the property shall be submitted to the Planning Department for review by the Planning, Engineering and Fire Departments. The plan must be dimensioned and show other improvements on the property including buildings, parking, and drive aisles.

6-5-39. Vehicle Sales, Service and Repair

A. All garage and vehicle service bays, including but not limited to off-street loading bays and service bays used for vehicle repair and servicing, must be located to the rear of the principal building or on the side of the building that is not visible to the traffic flow on the abutting side of the public street.

B. Such bays may be located on the on-coming traffic flow side of the building at the approval of the Director but must be screened by a masonry wing wall complementing the architectural style and material of the building or a landscape screen.

C. Additionally, all service bays must be screened from view from adjoining property owners with a landscape screening buffer a minimum of six feet in height. The landscaping in the buffer shall be 80 percent opaque after a period of one year. Additional screening and buffering requirements may be recommended by the Director for approval by the Planning Commission.

D. Special rules for vehicle sales lots. All lots used to store and display vehicles for sale, including but not limited to new and used cars, trucks, recreational vehicles, trailers, campers, boats, motor homes, shall be improved in accordance with Section 7-8-1 of these regulations. All such lots shall be required to provide perimeter landscaping in accordance with Section 7-5-3(C).

E. In the B-2 District, drive-through service bays visible from the public street right-of way shall be screened by an opaque landscape screen a minimum of five feet in height that will be 80 percent opaque after a period of one year.

F. Additional screening and buffering requirements may be recommended by the Director for approval by the Planning Commission.

G. Storage of vehicles accessory to a repair service shall be located in an enclosed building or in a separate motor vehicle storage yard that meets the following requirements:

   a. Storage areas shall meet parking lot standards for access and paving.

   b. Storage areas are exempt from the interior landscaping requirements for parking lots but shall meet perimeter landscaping requirements.

   c. Storage areas shall be located behind the principal building and shall not be placed within 100 feet of a property line that abuts a public street or residential lot.

6-5-40. Veterinary Services and Kennels

A. In the B-2 District, veterinary hospitals and clinics may not have boarding facilities, other than those required for patient recovery and care.

B. In the B-3 District, all outdoor boarding facilities to include animal run areas or play yards must be screened from the right-of-way and adjacent property by a continuous hedge, shrub, earthen berm, or retaining wall (complementing the architectural style and material of the building) that is a minimum of five feet in height.

C. In the B-3 District, all outdoor boarding facilities to include animal run areas and play yards cannot be located within 200 feet of a residential use or zone.

6-5-41. Wireless Communication Facility

A. All wireless facilities within the City of Madison shall be permitted only when in full compliance with Chapter 8, Article IV of the City of Madison Code of Ordinances.

ARTICLE 7
SITE DESIGN STANDARDS

Section 7-1. Purpose

The following standards are required to implement the City of Madison's adopted plans. These standards ensure that new development, renovation, and reconstruction are designed, sized, and sited to achieve functionally efficient, economically productive, pedestrian-friendly, and aesthetically pleasing development that contributes to the stability, vitality, and long-term livability of the City.

Section 7-2. General Applicability

7-2-1. These standards are applicable to all zoning districts, as well as all development, renovation, and construction, unless otherwise noted.

7-2-2. These standards apply in all overlay districts where the standard applies to the applicable underlying district unless a specific standard in the overlay district conflicts. In those cases, the standard in the overlay district will apply.

Section 7-3. Exceptions

The standards in this Article shall apply to all development, renovation, and reconstruction in all zoning districts unless the activities fall under one of the following categories:

7-3-1. Routine maintenance related to plumbing, mechanical, or electrical systems of buildings and sites.

7-3-2. All plumbing, mechanical and electrical equipment work when such work is contained entirely within the interior of a building.

7-3-3. Construction or alteration necessary for the compliance with a lawful order of the City, Fire Department, Police Department, or Public Works Department related to public health or safety.

7-3-4. Any interior alterations, repairs, or renovations, which do not change the principal use of the structure or alter it in a way that is inconsistent with the principal use.

7-3-5. Demolition or wrecking, repair, construction, reconstruction, alteration, rehabilitation, moving, demolition, or change in use for either land or buildings within any historic district approved by the Madison Station Historic Preservation Commission.

Section 7-4. Site Design Standards

7-4-1. Building Orientation

The following standards shall apply to all development occurring within an R-4, TND, UC, MU, B-1, B-2, or B-3 zoning district:

A. The primary building entrance shall be oriented to the sidewalk and primary street frontage.

B. On corner lots (except in R-4), buildings and their primary entrance shall be oriented to the street corner, whenever feasible. When entry on the corner is not feasible, the building corner shall be beveled or incorporate other design detail to reduce the angular appearance of the building at the street corner.

C. A building may have its main entrance facing a side yard when a pedestrian walkway of no more than 20 feet in length is provided between the building entrance and the street right-of-way.

D. Properties that do not front directly onto a street or drive shall orient the primary entrance toward a plaza, alley, sidewalk, or other public space that connects directly to a street.

7-4-2. Pedestrian Access

A. In the R-4, TND, UC, MU, B-1, B-2, or B-3 zoning district, a lot or development must provide a safe and attractive pedestrian environment, and all buildings on a lot or within a development shall be accessible by a direct system of pedestrian facilities.

1. Primary building entrances must open directly onto a sidewalk or pedestrian access-way.

2. Primary buildings must have at least one entrance that does not require passage through a parking lot or garage for access.

B. In the M-1, M-2, and AG districts, if the entrance opens onto a parking area, a clearly demarcated walkway or sidewalk must be provided to ensure safety and accessibility to the building.

C. In all zoning districts except M-1, M-2, and AG, pedestrian facilities must connect a lot or development to adjacent lots, and provide connection from or through a development to the closest public street right-of-way, wherever feasible.

7-4-3. Building Design

A. The location and placement of buildings on individual sites must consider roadway access, the preservation of major existing natural vegetation, visual impact, and the relationship to surrounding developments and the public street right-of-way.

B. In the R-4, TND, UC, MU, B-1, B-2, and B-3 zoning districts, the exterior walls of all buildings (excluding roofs) subject to the provisions of this section shall be constructed of, or be veneered with one or more of the following:

1. Wood (including painted wood)

2. Brick

3. Stucco or synthetic stucco (included painted stucco)

4. Glass

5. Masonry, except for cinderblock and painted stone

6. Split face decorative block

7. Architectural Metal panels may be used up to 25 percent of any elevation. Requests to exceed this percentage must be approved by the Planning Commission.

8. Exterior Insulation and Finish Systems and Cementitious Fiber Board may be used when installed above, and supported by, a masonry half-wall not less than three feet above the finished floor elevation but shall not exceed 50 percent of the surface area of each façade.

C. In the R-4, TND, UC, MU, B-1, B-2, and B-3 zoning districts, up to 15 percent of an individual exterior wall or elevation may be constructed of, or veneered in, a nonconforming material.

D. All roofs of buildings shall be:

1. Constructed of prefabricated painted metal, composite shingles, shakes, slate, or a synthetic material designed to mimic shakes or slate, except in M-1, M-2, and AG districts.

2. Articulated with features such as gables, dormers, hips, or changes in roof plane to create visual interest and reduce the perceived scale of the building.

E. Except as specifically provided in this section, and in M-1, M-2, and AG districts, the use of synthetic methods or materials designed to mimic permitted exterior treatments, such as stamped vinyl, tromp l'oiel, and similar, are not permitted.

F. The Historic Preservation Commission may approve alternate materials for any new construction located in a designated historic district or alterations to any property listed on the National Register of Historic Places.

G. The following treatments are required for attached multifamily housing development in all zoning districts and shall apply to the exterior of a building in whole as well as to each building elevation individually.

1. Exterior siding shall consist of a minimum of 50 percent masonry.

2. The balance of exterior treatments shall consist of wood, stucco, glass, or other masonry. Exterior Insulation and Finish Systems and Cementitious Fiber Board may be used when installed above, and supported by, a masonry half-wall not less than three feet above the finished floor elevation but shall not exceed 50 percent of the surface area of each façade. Metal and exposed cinderblock are prohibited.

3. Permitted roofing materials include and are limited to asphalt shingles, shakes, or slate, or synthetic materials designed to mimic one of these.

4. Siding and trim that are not constructed of masonry shall be white, gray, or neutral earth tones. Roofing colors shall be black, gray, or earth tones. Roof and siding colors shall be compatible with one another.

5. Roofs shall be gabled, hipped, mansard, or some combination of these.

H. The following treatments are required for commercial development and shall apply to the exterior of a building in whole as well as to each building elevation individually.

1. All buildings must be architecturally finished on all sides with same materials, detailing, and features. The primary façade shall have a higher level of finish than secondary facades.

2. Alternative design standards that present a unified design and meet the spirit and intent of the district may be submitted for consideration by the Planning Commission. The Planning Director may approve alternative architectural finishes for rear facades not visible from the public street right-of-way.

3. Alternative finishes must be screened by an approved landscape buffer a minimum of six feet in height. The landscaped buffer shall be 80 percent opaque after a period of one year.

4. First story windows shall not be glazed or re-glazed.

5. The Planning Commission, or Historic Preservation Commission for buildings located in a designated historic district or alterations to any property listed on the National Register of Historic Places, may approve accent colors that are not earth tone for any new construction. However, the predominant building color shall be earth-tones, with accent colors that meet the following:

a. In the TND, UC, MU, B-1, and B-2 districts, 20 percent of the building may be non-earth-tones.

b. In the B-3 district, 30 percent of the building may be non-earth tones.

6. A minimum of 85 percent of the surface area of each façade must consist of one or more approved materials; however, no single building material may cover more than 80 percent of the primary façade. Doors, windows, overhead doors, and roofs are not included in the percentage calculation.
7. No more than three approved materials may be used on a single building façade.
8. All façades of a commercial or mixed use building shall incorporate articulation a minimum of every 45 linear feet.
    a. For all buildings regardless of size, required articulation must project a minimum of two feet from the vertical wall.
    b. Buildings over 50,000 square feet shall incorporate a minimum of two approved architectural elements.
    c. For buildings greater than 100,000 square feet in area, canopies and awnings must project five feet from the vertical wall.
    d. Buildings over 100,000 square feet and/or multi-story buildings shall incorporate a minimum of three approved architectural elements.
    e. Commercial buildings with facades greater than 200 feet in length and visible from a public street right-of-way shall incorporate wall plane projections or recesses that are at least four feet deep. Projections and recesses must account for at least 25 percent of the length of the façade.
9. Approved architectural elements that count toward the articulation requirements of this section include:
    a. Canopies, awnings, or porticos
    b. Overhangs
    c. Recesses or projections
    d. Arcades
    e. Peaked roof forms
    f. Arches
    g. Outdoor patios
    h. Display windows
    i. Architectural details (such as tile work or moldings) integrated into building façade
    j. Articulated ground floor levels or base
    k. Articulated cornice line
    l. Integrated planters or wing walls that incorporate landscape and sitting areas
    m. Offsets, reveals or projecting rib used to express architectural or structural bay.

7-4-4. Open Space Amenity Requirements

A. Required open spaces shall be located and designed to add to the visual amenities of the district and surrounding areas by maximizing the visibility of internal open space as terminal vistas (i.e., the building or landscape seen at the end of a street, or along the outside edges of street curves), and by maximizing the visibility of external open space as a perimeter greenbelt.

B. Landscaped parks and hardscaped plazas shall be spatially defined and distributed throughout a site, and shall include amenities such as benches, shade trees, or structures, or other comparable facilities.

C. **Outdoor Seating and Dining Areas**

1. Applicability. The standards in this section shall apply to all commercial and mixed-use properties that provide outdoor seating or dining areas for patrons.

2. Location. Outdoor seating and dining areas may be located in the front, side, or rear yard of a property. Such areas shall not obstruct pedestrian access or encroach into the public right-of-way, unless a permit for such use is obtained from the City.

3. Design and Materials

a. Enclosure. Outdoor seating and dining areas may be defined by a low wall, fence, or railing. The design and materials of the enclosure shall be compatible with the principal building.

b. Furniture. All furniture, including tables, chairs, and umbrellas, shall be of durable, high-quality materials and shall be maintained in good condition.

c. Lighting. Lighting for outdoor seating and dining areas shall be designed to provide for the safety and comfort of patrons while minimizing glare and light spillage onto adjacent properties, in conformance with Section 7-9 of these regulations.

Section 7-5. Landscaping Standards

7-5-1. General Landscape Requirements in all Zoning Districts

A. Areas not covered by buildings, storm water facilities, or pavement must be landscaped according to the Plant Material Standards in Section 7-5-3 of this Ordinance.

B. **Notice of Installation.** Upon the beginning of installation of plant materials required by this subsection in association with a site plan or subdivision approval, the property owner or developer shall notify the Engineering Department.

C. **Maintenance.** The property owner, lessee, or his agents shall be responsible for providing, maintaining, and protecting all landscaping in a healthy and growing condition, and for keeping it free from refuse and debris. All unhealthy and dead materials shall be replaced within one year after notification, or during the next appropriate planting period, whichever comes first.

D. **Bonding.** No certificate of occupancy shall be issued until the provisions of this subsection have been met or a performance bond, letter of credit, or certified check has been posted with the Engineering Department of the City. When circumstances preclude immediate planting, a certificate of occupancy may be granted after both of the following actions have occurred:

1. The owner or developer has completed all curbing, irrigation systems, and other construction preliminary to planting; and

2. The property owner or developer posts a letter of credit, or cashier's check with the Engineering Department in an amount equal to 110 percent of the cost of the total required planting, including labor. Such instrument shall be made payable to the City of Madison. Landscaping must be completed and approved within 180 days after a certificate of occupancy is issued to redeem the bond. After 180 days have passed, unless the property owner or developer requests a limited extension in good faith from the Director, the City will proceed to convert the instrument to readily available funds to a City account and will proceed with the necessary landscaping work.

E. All landscape materials are subject to approval by the Director, as well as appropriate utility providers if landscaping is to be located in a utility easement.

F. Planting dates recommended by the City of Madison are shown in the table below.

Recommended Planting Dates	
Type of Plants	**Normal Planting Dates**
Non-Container Grown, Deciduous	October 1 to April 1
Non-Container Grown, Other	October 1 to May 1
Non-Container Grown, Other	October 1 to May 1
Container Grown, All	Year-round, if suitable precautions are taken to protect the stock from extremes of moisture and temperature. If there is a doubt, obtain a variance or a performance bond

G. **Credit for Existing Vegetation.** Each existing tree meeting the following criteria may count for one and one-half of the trees required in this section if other landscaping requirements are met:

1. Has a minimum caliper of four inches;
2. Is not a species that produces sap or has a root system capable of causing damage to infrastructure;
3. Is at least two feet from the nearest planned curb or standard protective wheel stop and is within a planned planting area of at least 100 square feet;
4. Has a live crown at least 30 percent of the total tree height and is free from serious root, trunk, and crown injury;
5. Is indicated on the landscaping plan as a tree "to be saved;" and
6. Is situated so that it can be incorporated into a required landscaping area, perimeter, island, or peninsula with minimal grade cut or fill (less than 18 inches); and is protected during all pre-landscaping phases of construction by a durable physical barrier excluding all vehicles, equipment, materials, and activities from the area that is to become a part of this landscaped area.

H. Rain gardens and low-impact development techniques are encouraged. Where these techniques are incorporated, landscaping may be reduced by up to one third of the required area, pursuant to Planning Commission approval.

7-5-2. Landscaping Requirements in Specific Zoning Districts

A. In the TND, UC, MU, B-2, B-3, and M-1 zoning districts, a minimum of 15 percent of the total site must be landscaped with living trees, shrubs or groundcovers as approved by the City.

B. In the TND, UC, MU, B-2, B-3, and M-1 zoning districts, foundation plantings may count toward the required minimum site landscape area when they are a minimum of four feet deep along 60 percent of the length of any façade and visible from the public right-of way.

7-5-3. Off-Street Parking and Vehicular Use Area Landscaping

The following requirements are applicable in all zoning districts and to all uses other than single family detached dwellings, and unless otherwise set forth in these regulations.

A. The purpose of this section is to:

1. Require the planting and preservation of trees and other landscape elements to improve the appearance of paved and unpaved off-street parking and vehicular use areas (PVAs).
2. Establish criteria for off-street parking areas in order to protect and preserve the appearance, character, and value of surrounding properties;
3. Require the partition of large PVAs with planting islands and peninsulas;
4. Protect public rights-of-way and adjoining properties from noise, glare, and other distractions originating from off-street PVAs;
5. Provide safer vehicle and pedestrian circulation within off-street PVAs and along public rights-of-way; and
6. Protect streams and watercourses from excessive runoff and erosion, and to replenish underground water reservoirs by using natural drainage and infiltration systems.

B. **General Requirements for Off-Street PVA**

1. Landscape Plan Required. Any off-street PVA (or system of PVAs), totaling 20 or more parking spaces or containing 6,000 square feet or more must be designed and constructed in accordance with a landscape plan in compliance with the site plan requirements found in Article 11 of these regulations.
2. Landscape Plan Components. A site plan meeting the requirements of Article 11 including sufficient detail on the number of parking spaces, the amount of PVA area, the amount of interior landscaping area, and the extent of perimeter landscaping shall be submitted for site plan approval or before the issuance of a building permit if no site plan is required for any building served by a PVA. A detailed plan shall be submitted and approved before the installation of landscape materials has begun.
3. Existing Paved or Unpaved PVAs: When a lawful paved or unpaved off-street PVA already exists at the effective date of this article, the PVA may continue until it is expanded by more than 25 percent of its existing parking capacity, as calculated pursuant to this article, at which time the entire PVA must be brought into conformity with requirements for new construction.
4. Types of Landscaping Required. Landscaping of PVAs, when required, shall consist of both perimeter landscaping and interior landscaping and shall conform to landscape plans submitted and approved in accordance with the requirements of this subsection.

a. Parking Garages. Only perimeter landscaping is required for parking garages; landscaping requirements for adjoining PVAs at or near the grade of surrounding land will be calculated separately.

b. Underground PVA. Wholly underground PVAs are exempt from the requirements of this article.

C. **Perimeter Landscaping Requirements**

1. For any PVA, perimeter landscaping according to these standards must be provided within the property lines between the PVA and adjoining properties and any public rights-of-way. Planting areas existing in the public right-of-way or on adjoining property shall not count toward the required perimeter landscaping area.
2. Perimeter landscaping areas shall be at least five continuous feet in depth, excluding walkways, measured perpendicularly from the adjacent property line or right-of-way to the back of curb or pavement edge. Where a landscaped buffer is required by these regulations, perimeter landscaping is not required in addition to the buffer.
3. Hedges, walls, and berms are encouraged in perimeter landscaping to minimize the visual impact of PVAs.
4. Perimeter landscaping shall include a minimum of one tree and an average of six shrubs per 30 linear feet that under typical conditions can be expected to reach a height and spread of three feet within three years of planting. Shrubs are optional in areas where a berm at least three feet in height is used. Trees and shrubs shall be well distributed, though not necessarily evenly spaced.
5. Landscaping at driveways and street intersections shall conform to Section 4-5 of this Ordinance.
6. Any property adjoining the south side of U.S. Highway 72 between Hughes Road and Nance Road with an average lot width less than 100 feet may substitute the required perimeter landscaping with a two and one-half foot landscaped strip along any side yard adjoining the paved vehicular area.

D. **Interior Landscaping Requirements**

1. The combined area of required interior landscaping shall equal a minimum of five percent of the perimeter landscaping area.
2. Planting islands and peninsulas shall be provided for any PVA of 40 or more parking spaces or 12,000 or more square feet (not including the area of perimeter landscaping and not including the area of any plantings between the parking lot and buildings). The design and dimensions of planting islands and peninsulas shall be as follows:

a. Each island or peninsula counting toward the total interior landscape requirement shall be a minimum of 100 square feet and shall not exceed 1,000 square feet in area.

b. Islands and peninsulas shall be a minimum five feet in width at their least dimension, measured from back of curb to back of curb.

c. Islands and peninsulas in PVAs shall be uniformly distributed to subdivide large expanses of parking areas, to regulate traffic flow, to protect pedestrians, and to permit access by emergency vehicles. When practicable, islands or peninsulas shall be placed at the ends of rows of parking spaces or between the circulation drives and parking rows, to channel traffic safely around the parking areas and to demarcate parking rows. No more than 10 adjacent

parking spaces may be placed side-by-side, without an intervening landscaped planter island or peninsula.

d. The interior landscaped area shall contain a minimum of one tree and four shrubs per 200 square feet of landscaped area. Trees and shrubs shall be in landscaped islands or peninsulas that contain at least one tree or three shrubs.

3. Exception. The primary parking facility for a Multi-Purpose Venue may configure landscape islands in a linear fashion between parking rows provided that the linear landscape islands are a minimum 12 feet wide and extend the length of the parking row. Such landscape islands shall include landscaping as prescribed below:

a. Trees planted at a ratio of one tree per 50 linear feet. The trees may be planted in intervals or clustered in the islands and on the surrounding property.

b. Up to 50 percent of the trees may be substituted with some combination of the following:

i. Small ornamental trees

ii. Shrubs at a ratio of five shrubs per one shade tree and be 24 inches in height at planting.

c. Decorative hardscape may be used on up to 50 percent of the landscape island area.

E. **Plant Materials Standards**

1. Trees and Shrubs. All trees and shrubs planted or existing in the required perimeter and interior landscaped areas shall meet the following requirements.

a. Trees shall be of species other than those determined by this section as unacceptable for parking lot landscaping.

b. Trees and shrubs shall conform to the latest adopted minimum size standards set forth in the American Standard for Nursery Stock as set by AmericanHort and be planted as follows:

i. Trees and shrubs shall be planted within a bed of mulch or ground cover other than turf grass or be protected by some barrier from damage from vehicles and maintenance equipment.

ii. Trees shall be spaced no closer than ten feet to count toward the required ratio between perimeter and number of trees; such trees need not be evenly spaced along perimeter landscaping areas, and trees exceeding the minimum requirement may be closer than ten feet apart if sufficient area will exist when the trees reach maturity.

2. Grass or Other Permanent Ground Cover. Grass or other permanent groundcover shall be installed and maintained on all parts of the required landscaped area. Effective measures shall be taken to control erosion and storm water runoff using mulches, ground cover plants, erosion-control netting, etc. The permanent groundcover may include shrubs and low-growing plants such as Liriope, English ivy (Hedera helix), periwinkle (Vinca minor), and similar materials. Ground cover may also include non-living organic materials such as bark, shredded hardwood mulch (free of color dyes), or pine straw, and inorganic materials such as pebbles, crushed rock, brick, tile, and decorative pavers; however, inorganic materials shall not make up more than 10 percent of the landscaped area.

3. Synthetic or artificial material in imitation of trees, shrubs, turf, ground covers, vines, or other plants shall not be used in lieu of plant requirements in this ordinance.

F. **Installation and Maintenance Requirements Specific to PVAs**

1. Required landscaped areas adjacent to parking areas shall be protected by fixed curbing or other permanent wheel stops along all sides exposed to parked or moving vehicles.
2. Whenever possible, trees should be located on extensions of parking stall lines to minimize bumper, exhaust, and engine heat damage to trees.
3. The maximum recommended distance from any part of a required landscaped area to the nearest hose bib or other irrigation water supply fixture shall be 150 feet, except where built-in irrigation systems are provided.
4. Berms with ground cover that necessitate mowing shall have a slope not greater than one foot of rise per three feet of run.
5. The use of permanent broad-area mulch beds is encouraged to increase absorption of surface water, retard erosion, runoff, and stream siltation, protect tree roots and stems, and foster tree health.
6. Landscaping must be designed to be compatible with existing and planned overhead and underground electrical, communications, and television cables and conduits, public water supply lines, and storm and sanitary sewer lines.

Section 7-6. Required Buffers and Screening

7-6-1. General Buffer Requirements

A. Landscaped buffers are typically required wherever two different zoning districts are adjacent to one another, and along public rights-of-way in specified zoning districts. In addition to width requirements enumerated in Section 7-6-2, buffers in all zones shall meet the following requirements:

1. The landscaped buffer area shall be measured at right angles to property lines and shall be established along the entire length of and contiguous to the designated property line or lines.
2. The area shall be designed, planted, and maintained so that 80 percent or more of the buffer between two different zoning districts is opaque between two and six feet above finished grade when viewed horizontally, unless otherwise specified in the district-specific standards. Plantings for buffers between two different zoning districts shall include evergreens and shall be of a size and type that ensure the meeting of the opacity requirement within 12 months of the date of first planting and shall be maintained year-round.
3. Types and numbers of plantings for landscaped buffers shall be identified in the required landscaping plan and submitted with the application for a building permit, along with plans and statements demonstrating how the buffer will be irrigated in the future. No building permit or site plan certificate shall be issued without staff verification these requirements have been met.
4. Required buffers shall, at minimum, include the following:
    a. Along public street rights-of-way, one shade tree planted for every 30 feet of linear frontage as measured along the lot lines. Trees may be planted at regular intervals or in clusters. Up to 50 percent of required shade trees may be substituted with some combination of the following:
        i. Small upright (ornamental) trees or small spreading trees at a ratio of three to one; and,

ii. 24-inch shrubs (minimum) at a ratio of five to one.

b. Between two different adjoining zoning districts, one evergreen tree planted for every 30 feet of linear footage as measured along the lot lines.

c. Berms not less than 24 inches or greater than 48 inches in height, with a slope not to exceed four to one and covering a minimum of 50 percent of the buffer area.

7-6-2. Landscape Buffer Widths

Minimum landscape buffer widths along public rights-of-way shall be consistent with district regulations in Article 5 of this Ordinance. Landscape buffers between two different zoning districts shall be constructed by and located on the lot zoned for the more intensive use at the time of development. However, when an existing "more intensive" use adjoins a proposed lower intensity district, and no landscape buffer exists, the less intensive use, when developed, may provide the buffer, at the option of the owner of the less intensive use. Minimum buffer widths between districts are established in the table below.

Minimum Required Landscape Buffer Widths

District of Proposed New Use	**Adjoining District (Existing at time of proposed new use application)**						
	R-1A, R-1C, R-2, R-3A, RC-2, RZ, AG	R-3 (1)	R-4, TND (1)	B-1, MU	B-2	B-3, UC	M-1, M-2
R-1A, R-1C, R-2, R-3A, RC-2, RZ, AG	None	None	None	None	None	None	None
R-3	10 (1)	None	10	None	None	None	None
R-4, TND	20 (1)	20	None	None	None	None	None
B-1, MU	20	10	10	None	None	None	None
B-2, B-3, UC	25	25	25	None	None	None	None
M-1, M-2	50	35	30	25	25	25	None

1. Does not apply when the proposed R-3 & R-4 use is single-family detached dwellings.

A. **Context-specific Buffer Requirements**

1. A landscaped buffer meeting the requirements of 7-6-2 is required any time a non-residential use abuts or is within 50 feet of a residential zone, except where two different zoning districts are separated by a public street or railroad.

2. A landscaped buffer is required adjacent to any public street right-of way in accordance with the dimensional requirements provided in Article 5. Any property fronting the south side of U.S. Highway 72 between Hughes Road and Nance Road that has an average lot depth of less than 200 feet may substitute the required 20 foot buffer with a 10 foot buffer.

3. If a multi-use path is provided along a collector road or arterial street, the multi-use path may be included in the buffer area.

4. Where a sidewalk is required within the right-of-way, it shall not count or be included in the buffer width. In such cases, the width of the buffer will be provided in compliance with Section 7-8-5.B.4.
5. In the B-1 zoning district, a six-foot planting strip shall be provided in lieu of a landscape buffer when the building is setback a minimum of 15 feet. In such cases, the first six feet of setback along a public street must be reserved for the provision of a planting strip and include plantings pursuant to buffer requirements in Section 7-6-1.A.

B. **Substitution for Landscaped Buffer Area.** When expressly authorized by the Planning Commission, a six-foot high, opaque structure set within a minimum five-foot wide landscaped buffer area may be substituted for the six-foot high, planted buffer required in Section 7-6-1.1.b.

7-6-3. Corridor Landscaping and Buffer Standards

A. **Applicability.** The standards in this section shall apply to all new development and redevelopment on properties with frontage on an arterial or collector street, as identified in the *Madison on Track 2045 Comprehensive Plan*.

B. **Median Plantings.** Where medians are present or are proposed as part of a roadway improvement project, they shall be landscaped with a combination of trees, shrubs, and groundcover to enhance the visual character of the corridor. The selection of plant materials shall be appropriate for the site conditions and shall not obstruct sight lines for motorists.

C. **Street Trees.** Street trees shall be planted along all arterial and collector streets at a maximum spacing of 40 feet on center. The species of street trees shall be consistent with the City's approved street tree list.

Section 7-7. Screening and Wall Requirements

7-7-1. General Requirements

A. Walls or fences shall be constructed in accordance with Section 5-7-2 of these regulations.

B. Unless otherwise permitted by these regulations, fences and walls shall be constructed of one or more of the following materials:

1. Wood
2. Brick, stone, or cast-stone
3. Decorative, architectural, or split-faced block
4. Stucco over standard concrete masonry blocks
5. Wrought iron or decorative metal
6. Composite fencing
7. PVC vinyl
8. Other material approved by the Planning Director

C. When it can be determined the required standards do not provide adequate screening between incompatible uses, additional screening and buffering requirements may be recommended by the Director for approval by the Planning Commission.

D. The following elements must be screened by a landscape buffer when located within 100 feet of any public right-of-way and clearly visible at eye level from a public street or any adjoining residential property:

1. Refuse storage and compactors shall be screened by an enclosure having three walls and constructed of solid wood or masonry complimenting the color, style, and material of the associated building or structure. The enclosure must be a minimum of one foot taller than the containers being screened and provide a self-closing gate. Refuse containers and compactors shall be in the rear or side yard but not within 20 feet of any public street right-of-way or within a required side setback.

2. Ground mounted service equipment such as air conditioners, transformers, trash collection equipment, and other service functions must be located at the rear of buildings and integrated into the building envelope or an enclosed service area, unless the rear of the building faces a public street right-of-way, in which case such equipment must be located on the side least visible from a public street right-of-way.

3. Service equipment that is visible from a public street right-of-way shall be screened by a wall or materials that are 100 percent opaque. Screens must incorporate evergreen shrubbery with year-round foliage, or a wall, fence, or architectural element of the adjacent building, and be a minimum of one foot taller than the equipment being screened.

E. Vehicle drive through windows or vehicle queuing lanes facing a public street right-of-way or an adjacent residential use shall be screened by one or some combination of a continuous hedge, shrub or earthen berm a minimum five feet in height.

7-7-2. Constructed Earth Berms

A. No structures, including fences, shall be placed on a berm unless approved as part of the landscaping requirements for a development.

B. Berms shall not be used for the display of vehicles or other merchandise.

C. Constructed earth berms shall:

1. Have a minimum height of 18 inches, a minimum crown width of two feet, and a side slope with a width to height ratio of no greater than four to one. No berm shall exceed four feet in height.

2. Be designed and constructed with an undulating appearance which mimics, as much as is practicable, a natural topographical feature of the site.

3. Be substantially planted and covered with live vegetation. No berm shall consist entirely of turf grass, ground cover, mulch, or similar material.

4. Be fully installed, planted, stabilized, and maintained prior to certification of zoning compliance.

5. Be designed to be consistent with the drainage plan.

Section 7-8. Parking, Loading, and Access Requirements

7-8-1. General Requirements

A. All spaces shall be arranged and marked to provide for orderly and safe parking.

B. All off-street parking and loading areas shall have full internal vehicular circulation and storage. Vehicle circulation shall be completely contained on the plot, and vehicles located within one portion of the facility shall have access to all other portions without using the adjacent street system.

C. All off-street parking spaces, circulation within the parking area, and access leading from the street shall be paved with an all-weather surface of asphaltic concrete, Portland cement concrete, or any equivalent material acceptable to the Director and maintained such that no dust will result from continued use. Spaces intended primarily for the parking or storage of heavy equipment, trucks (excluding pickup trucks), or other vehicles not classified as passenger cars by the National Highway Transportation Safety Board need not be paved. However, areas intended primarily for parking of such vehicles shall be spread with gravel of a size, weight, and thickness acceptable to the City Engineer.

D. As an alternative to conventional bituminous asphalt paving, off-street-parking, circulation, and access areas may be paved with GEOBLOCK® "Porous Pavement" or its equivalent, as approved by the City Engineer. Application and installation of porous pavement shall be in accordance with manufacturer's directions and shall conform to USEPA Circular EPA 832-F-99- 023, Stormwater Technology Fact Sheet: Porous Pavement, which is available from the City Engineer's Office.

E. All parking and loading areas shall be graded and provided with permanent stormwater drainage facilities. Surfacing, curbing, and drainage improvements shall be sufficient to preclude flow of water onto adjacent properties, public streets or across sidewalks. Curbing is required around parking and drive areas, including all islands and peninsulas internal to such areas (except on properties located within a designated historic district). Alternative designs for paving or curbing that promote infiltration and reduce stormwater run-off may be submitted for review and approval by the Technical Review Committee.

F. Except for parking areas provided for single-family and two-family units, suitable barriers or curbs shall be provided to protect sidewalks. Wheel or bumper guards shall be located so that no part of any vehicle shall extend beyond the parking area, intrude on pedestrian ways, or come in contact with walls, fences or plantings.

G. As an alternative to requiring wheel stops, the Technical Review Committee or Planning Commission may permit the widening of walks and landscaped areas to a minimum of six feet, where such widening will serve to protect walls, fences, and landscaping in a substantially similar manner as wheel stops. Areas of open space substituted for required wheel stops shall be identified on the site plan, and their cumulative area computed and noted on the site plan. Such open space shall not be counted in the calculation of required open space for the project site, nor shall it count toward the minimum open space requirements for the zoning district in which the development is located.

7-8-2. Minimum Space Requirement

A. Each separate use shall be provided with off-street parking as specified below, unless this Ordinance makes specific provision to the contrary.

Parking Spaces Permitted		
Uses	**Parking Spaces Required (Min.)**	**Parking Spaces Allowed (Max.)**
Residential Uses		
Dwellings, Accessory	1/unit	2/unit
Dwellings, Live/Work	1/unit	No max.
Dwellings, Multi-family	1/unit plus 0.5 spaces/unit for guest parking	3/unit (including guest parking)
Dwellings, Single-Family Attached	2/unit	No max.
Dwellings, Single-Family Detached		
Dwellings, Upper Floor in B1	1/unit	2/unit
Mobile Homes (Park/Subdivision)	1/unit	2/unit
Subdivision clubhouse and/or pool	1/300 sq. ft. of clubhouse plus 1/150 sq. ft. of surface pool water area	No max.
Public/Quasi-Public Uses		
Conference, Convention, Meeting Centers	1/1,000 sq. ft.	1/250 sq. ft.
Civic uses and government buildings		
Parks, recreation, and open space areas	No min.	No max.
Utilities		

Parking Spaces Permitted (cont'd)		
Uses	**Parking Spaces Required (Min.)**	**Parking Spaces Allowed (Max.)**
Commercial Uses		
Accommodations and all overnight lodging (bed and breakfast, hotel, motel, boarding rooms, etc.)	1/room plus 1/manager or owner's room	1.5/room plus 1/manager or owner's room
All day care facilities (child and adult)	No min.	1/200 sq. ft.
Assisted Living Facilities	0.5/bed	1/bed
Continuing Care Retirement Community		
Indoor entertainment venues	1/500 sq. ft.	1/250 sq. ft.
Outdoor entertainment venues	1/500 sq. ft. plus 2 per 1,000 sq. ft. of outdoor area	1/250 sq. ft. plus 3 per 1,000 sq. ft. of outdoor area
All medical facilities (hospitals, clinics, surgery centers, and urgent care facilities)	1/500 sq. ft.	1/250 sq. ft.
Office and professional space	1/500 sq. ft.	1/250 sq. ft.
Schools (K-8)	1/classroom	2/classroom
Schools (9-12, college, vocational)	2/classroom	10/classroom
Religious assembly	1/every 4 seats (8 ft. of bench)	1/every 2 seats (4 ft. of bench)
Personal enrichment services	1/350 sq. ft.	1/250 sq. ft.
All eating and drinking establishments	No min.	1/175 sq. ft.
All retail sales and services	1/500 sq. ft.	1/250 sq. ft.
All vehicle sales and rentals	1/1,000 sq. ft.	1/500 sq. ft.

Parking Spaces Permitted (cont'd)		
Uses	**Parking Spaces Required (Min.)**	**Parking Spaces Allowed (Max.)**
Industrial Uses		
All light manufacturing	1/1,000 sq. ft.	1/350 sq. ft.
All research and development	1/500 sq. ft.	
Data Centers	1/8,000 sf. ft. of floor area	1/500 sf. ft.
All vehicle service and repair	1/1,000 sq. ft.	1/350 sq. ft
Warehouse, storage, and distribution facilities		
Waste-related services		No max.
Other Uses		
Agriculture (not associated with a commercial use)	No min.	No max.
Transit facilities		

B. **Parking Flexibility**

A reduction to the required parking may be granted by complying with any one or combination of the parking flexibility options listed in this section provided that the total reduction is not greater than approximately 25 percent of the parking requirements established.

1. Shared Vehicle Parking Credit. For each shared vehicle provided, which is available throughout the day for employee use, the minimum number of required off-street parking spaces may be reduced by two. Each shared vehicle space shall be signed for such use and shall count toward the minimum number of required parking spaces.

2. Electric Vehicle Charging Station Credit. For each electric vehicle charging station provided above the minimum requirements of Section 7-8-7, the minimum number of required off-street parking spaces may be reduced by two. Each charging station counts toward the minimum number of required parking spaces.

3. Bicycle Parking Credit. The number of required off-street parking spaces may be reduced at a ratio of one motor vehicle parking space for each four secured bicycle parking spaces provided above the minimum bicycle parking requirements of this section, up to a maximum reduction of five percent of the required motor vehicle parking spaces.

4. Public Parking Credit. The Planning Commission may allow for a reduction or elimination of parking requirements if spaces are available in a public parking lot or structure within approximately 500 feet, and that the reduction or elimination of parking requirements will not result in excessive traffic congestion or on-street parking in any nearby residential district. For

this provision, on-street parking and parking located within public parks and open space areas shall not constitute a nearby public parking lot or structure.

5. On-street Parking Credit. Any public, on-street parking space at least one-half the length of which is located immediately adjacent to the subject property, may be counted towards onsite parking requirements. Each on-street parking space may only be counted once towards the adjacent lot's parking requirements, regardless of the number of individual buildings or tenants on the lot. The use of this credit does not entitle the property owner to the continued availability of those on-street parking spaces over time. On-street parking may not be used to meet the minimum off-street parking requirements for any residential uses but may be used to meet the requirements for a subdivision clubhouse and/or pool.

6. Permeable Pavement. The number of required off-street parking spaces may be reduced up to 10 percent when a minimum of 50 percent of the total parking and loading area of a site is paved with permeable pavers, permeable asphalt, porous concrete, or similar permeable, hard-surface material. A maintenance plan for the permeable paving material must be approved by the Director before the credit is granted.

7. Parking Limited to Rear Yard. The number of required off-street parking spaces may be reduced up to five percent when all parking is located to the rear of the principal use, or rear and side in combination.

C. **Shared Parking**

Two or more adjacent properties or three or more uses located on the same property may provide a shared parking area to meet the requirements of this section when all the following conditions are met:

1. The shared parking area shall provide at least 80 percent of the cumulative total of parking spaces required for each property or use.

2. Any property using a shared parking agreement shall be located within 500 feet of such parking area and be connected to it by a sidewalk(s) and crosswalk(s) where necessary.

3. The Planning Commission must approve the shared parking area.

4. When two or more properties share parking, a written shared parking agreement shall be approved and signed by all property owners and recorded as a commitment against each property. An easement drawn in favor of each property shall be established and recorded with the appropriate county office.

D. **Fractional Spaces.** When determination of the number of spaces required results in a fractional space, any fraction less than one-half shall be disregarded and any fraction of one-half or more shall require one space. This methodology shall also be used to calculate the number of off-street loading spaces required pursuant to Section 7-8-6.

E. **Enlarged/Changed Use.** When an existing use or structure is enlarged, expanded, or changed, only the number of parking spaces directly attributable and required because of such enlargement, expansion, or change shall be provided. However, where a lot with an existing use or structure is cleared and a new use or structure is erected, the requirements of this section shall apply in full. This methodology shall also be used to calculate the number of off-street loading spaces required pursuant to Section 7-8-6.

7-8-3. Off-street Parking Location

A. Every building and use erected or instituted after the effective date of this Ordinance shall provide adequate off-street parking areas for the use of occupants, employees, visitors, customers, and patrons. The required off-street parking shall be located on the same lot or parcel of land they are intended to serve, with the following exception.

1. For parking serving non-residential uses, the Planning Commission may allow the establishment of such off-street parking areas within 300 feet of the premises they are intended to serve when:

a. Practical difficulties prevent the placing of the parking on the same lot as the premises they are designed to serve;

b. The owner of the parking area enters into a written agreement with the City, to be enforced by the City, ensuring the land comprising the parking area shall never be disposed of except in conjunction with the sale of the building which the parking area serves so long as the parking is required; and,

c. The owner agrees to bear the expense of recording the agreement and agrees that the agreement shall bind all heirs, successors, and assigns. The written agreement shall be voided by the City if other off-street parking areas are provided in accord with these regulations.

B. **Accessible Parking**

1. Accessible spaces shall be provided and designed to meet the requirements of the Americans with Disabilities Act (ADA).

2. Accessible spaces shall count towards the minimum parking requirements of this section.

3. All accessible spaces shall be striped and have vertical signs identifying them as accessible spaces.

4. Accessible spaces shall be located adjacent to an access aisle and as close as reasonably practical to the building entrance most accessible to the disabled.

7-8-4. Design and Maintenance of Off-street Parking Facilities

A. Each off-street space shall have an area not less than 180 square feet, nor have a minimum width less than nine feet.

B. Tandem parking spaces may only be used for valet parked areas subject to Site Plan approval.

C. **Compact Vehicle Spaces**

1. Up to 15 percent of required parking may be designed for compact vehicles. Each space must be clearly marked for use by compact vehicles only.

2. Compact vehicle spaces shall be a minimum of eight feet in width by 16 feet in length.

D. **Motorcycle and Scooter Parking**

1. Parking spaces for motorcycles, scooters, and other non-vehicular motorized modes of travel shall have an area of four feet in width and eight feet in depth.

2. Motorcycle/Scooter Parking may be credited toward up to five percent of required parking for non-residential uses.

E. **Bicycle Parking**

1. Bicycle parking shall be provided for all non-residential and multi-family residential uses. The Director may waive or reduce the number of bicycle parking spaces required based on the surrounding use and context of the proposed development and the site's accessibility by bicycle.
2. Minimum Number of Spaces: A minimum of one bicycle parking space shall be provided per 25 vehicle parking spaces. No more than 15 bicycle parking spaces shall be required for any primary structure.
3. Proximity to Primary Structure: The bicycle parking spaces shall be near the main entry into the primary structure or be located inside the primary structure.

F. **Connectivity.** Where a parcel abuts one or more parcels that are also zoned for commercial use, parking spaces and drive aisles shall be designed in a manner that allows for connection of the parking areas on abutting parcels. A cross-access easement shall be established. The use of public access easements or equivalent shall be required between and across adjoining parcels of property in order to protect and preserve the movement function of public roadways.

G. No parking row shall exceed 250 feet in length except where a parking row is adjacent to the building or property line.

H. Drive aisles shall meet the following minimum width requirements.

Minimum Drive Aisle Widths[1]		
Angle of Parking	**One-Way Drive Aisle (ft.)**	**Two-Way Drive Aisle (ft.)**
0^0 (Parallel)	12	20
30^0	12	20
45^0	15	20
60^0	18	24
90^0	24	24
[1]Drive aisles designated as fire lanes must be at least 24 ft. wide; however, when necessary, to ensure public safety and emergency access, the Fire Marshall may require a minimum width of 26 ft.		

I. Parking Area Lighting shall comply with Section 7-9. Lighting Requirements.

7-8-5. Access Requirements

A. **General Requirements**

1. Driveways shall be in the most appropriate location, taking into account existing and proposed adjacent and opposing driveways and land use, and subject to Section 4-7.
2. A minimum of one driveway shall be permitted for ingress and egress purposes to any plot.
3. Two or more driveways entering the same street from a single plot may be permitted if all applicable requirements of this section are met. For a plot where more than one driveway is requested, the applicant shall submit a traffic report justifying the need, describing the internal

circulation, and parking system, and identifying the impact of the development of the plot and its proposed access facilities on the operation of the street system.

4. Driveways shall receive approval from the City Engineer, the Director, and if accessing on to a state highway, the Alabama Department of Transportation.
5. Joint access driveways are encouraged and shall be considered adequate access for any two adjacent plots.
6. Improvements to an intersection shall be required to be constructed by the developer where the development causes the intersection to be impacted by traffic generated as a result of the proposed development. Intersection improvements shall be in accord with the requirements set forth in this Article 7.

B. **Sidewalks**

1. All new development and redevelopment shall provide a continuous and accessible network of pedestrian facilities, including sidewalks, crosswalks, and pedestrian-scaled lighting along all public and private streets. Sidewalks shall be a minimum of four feet in width on local streets and a minimum of five feet in width on all other streets unless otherwise approved by the Planning Commission.
2. Sidewalks will not be required adjacent to parcels that are zoned M-2.
3. Sidewalks shall be installed within public right-of-way. However, the Planning Commission shall in no case require the installation of sidewalks in State-owned right-of-way or along State Roads. When right-of-way is not available, the Technical Review Committee or Planning Commission may require the installation of sidewalks in a sidewalk easement adjacent to the right-of-way, in such location and configuration as to connect to existing or future sidewalks on adjacent parcels. However, sidewalks may not be installed in a front yard without the explicit approval of the Director and City Engineer.
4. Where the Planning Commission permits sidewalks or other walkways designed for pedestrian traffic to be placed within buffer areas required by these regulations, the width of the buffer will be increased one foot for every one foot of width of the sidewalk.

C. **Nonresidential Driveways and Street Access**

1. Design Criteria. The design of driveways and off-street parking areas serving any building or use other than single-family or duplex residential shall be regulated as follows.

   a. Driveways through perimeter landscaped areas, between PVAs and public rights-of-way and between adjacent PVAs, shall conform to the following standards:

Driveway Requirements		
Type of Access	**One-Way**	**Two-Way**
Minimum width	12 feet	26 feet
Maximum width	30 feet	35 feet

   b. Driveways shall permit traffic to enter and leave the plot simultaneously without conflict in aisles, parking, or maneuvering areas. The City Engineer may approve technical deviations to driveway width requirements.

2. Each driveway shall be classified as one of the following types and regulated accordingly.

    a. Minor driveway. A minor driveway shall provide service for a maximum of average daily traffic of 500 vehicles, based on Institute of Transportation Engineers Trip Generation Rates. The minimum distance from the street right-of-way at any ingress or egress driveway to any interior service drive or parking space with direct access to such driveway shall be a minimum of 20 feet measured on a line perpendicular to the street right-of-way. Minor driveways shall provide minimum single-lane widths of 12 feet or double lane width of 26 feet and provide minimum vehicle radii of 30 feet.

    b. Intermediate driveway. An intermediate driveway shall provide for a maximum average daily traffic volume of 2,000 vehicles, based on Institute of Transportation Engineers Trip Generation Rates. The minimum distance from the street right-of-way line at any ingress or egress driveway to any interior service drive or parking space with direct access to such driveway shall be a minimum of 20 feet measured on a line perpendicular to the street right-of-way. Intermediate driveways shall provide minimum ingress lanes 14 feet wide and egress lanes 12 feet wide. Where left- and right-turn egress is allowed, dual egress lanes shall be provided with a minimum 4-foot separation from the ingress lane. Intermediate driveways shall provide minimum vehicle turning radii of 35 feet.

    c. Major driveway. A major driveway shall provide for a minimum average daily trip volume of 5,000 vehicles, based on Institute of Transportation Engineers Trip Generation Rates. The minimum distance from the street right-of-way line at any ingress or egress driveway to any interior service drive or parking space with direct access to such driveway shall be 20 feet measured on a line perpendicular to the street right-of- way. Major driveways shall provide minimum ingress lanes 14 feet wide and egress lanes 12 feet wide. Where left- and right-turn egress is allowed, dual egress lanes shall be provided with a minimum 4-foot separation from the ingress lanes. Major driveways shall provide minimum vehicle turning radii of 40 feet.

3. All driveways along streets with existing curbs shall be provided with concrete header curbs along the driveway radii.

4. Any driveway requiring a traffic signal shall conform to those warrants specified in the Manual on Uniform Traffic Control Devices, United States Department of Transportation, Federal Highway Administration, most recent edition, as may be amended. The location and installation of any traffic signal under the jurisdiction of the city shall be subject to the accepted standards and approval of the City Engineer.

5. The location and spacing of driveways shall be determined as follows:

    a. Along local streets, access driveways to corner lots shall be located a minimum of 35 feet from the intersection of the projection of right-of-way lines to the centerline of the driveway, except as provided hereinafter.

    b. Along arterial and collector streets, access driveways to corner lots shall be located a minimum of 150 feet from the intersection of the projection of right-of-way lines to the centerline of the driveway except as provided hereinafter.

    c. If, due to lot size or location or for other reasons deemed sufficient by the Planning Commission, a corner lot is unable to construct access drives that are at least 150 feet from the intersection, then the lot may be permitted to construct driveways at the following distances from the intersection:

Corner Clearance at Intersection With Restrictive Medium	
Access Minimum	**Position Allowed (Feet)**
Approaching Intersection, Right Full Access	115
Approaching Intersection Right In/Only	75
Departing Intersection Right Full Access	125
Departing Intersection Right Out Only	100

Corner Clearance at Intersection Without Restrictive Medium	
Access Minimum	**Position Allowed (Feet)**
Approaching Intersection, Right Full Access	125
Approaching Intersection Right In/Only	100
Departing Intersection Right Full Access	125
Departing Intersection Right Out Only	100

d. Along arterial and collector streets, minimum acceptable spacing between double or multiple driveways on the same parcel shall meet the following criteria:

Driveway Separation	
Speed Limit (mph)	**Minimum Separation (feet)**
30 or less	125
31 to 35	245
36 to 45	440
Over 45	660

e. Distances between adjacent one-way driveways with the ingress drive upstream from the egress drive may be one half the distance shown in the table above.

6. Ingress Lanes

a. Ingress left-turn lane requirements: A 12-foot-wide left-turn lane with appropriate storage and transition shall be provided at each driveway where the peak hour inbound left-turn volume is 30 vehicles or more. As an alternative, ingress left-turn lanes may be required when warranted according to a study performed by the project engineer, based on professionally accepted standards, and approved by the City Engineer.

b. Ingress right-turn lanes: For any plot, a 12-foot-wide right-turn lane with appropriate storage and transition shall be provided at each driveway where the highway average daily traffic exceeds 10,000 vehicles per day, permitted highway speeds exceed 35 miles per hour, and driveway volume exceeds 1,000 vehicles per day with at least 40 right-turn movements per hour during peak periods. For any plot, a right-turn lane as described in this paragraph shall

be provided at each driveway where right-turn ingress volumes exceed 75 vehicles per peak hour. As an alternative, ingress right-turn lanes may be required when warranted according to a study performed by the project engineer, based on professionally accepted standards, and approved by the City Engineer.

7. Constructed Medians

    a. Median openings located within a traffic way corridor to ensure safety, capacity, and control shall be spaced the maximum distance apart that will allow safe and adequate traffic circulations. Median openings shall be permitted, subject to City approval, only when traffic studies justify the need, taking into consideration the following:

        i. Potential number of left turns into driveways;

        ii. Length of frontage along the street right-of-way line of the property proposed to be served;

        iii. Distance of proposed opening from adjacent intersections or other openings;

        iv. Length and width of the left-turn storage lane as functions of the estimated maximum number of vehicles to be in the lane during peak hours;

        v. Traffic control, including signalization that will be necessary at the median cut. If a traffic signal at a median cut is within 1,500 feet of another traffic signal, the two shall be coordinated; and,

        vi. Adopted design guidelines.

    b. Public streets shall be given priority consideration for median openings.

    c. All median openings shall include adequate storage and transition lanes, where warranted.

8. Vehicle Stacking at Driveways

    a. Adequate stacking capacity shall be required for both inbound and outbound vehicles to facilitate the safe and efficient movement between the street and the parking facility. An inbound reservoir shall be of sufficient size to ensure that vehicles will not obstruct the adjacent street, sidewalk, and circulation within the facility. An outbound reservoir shall be required to eliminate backup and delay of vehicles within the facility.

    b. In the case of special driveway needs such as service stations, drive-in banks, or other high-volume traffic uses, or where the requirements of these regulations cannot be met, an applicant may submit a traffic engineering study requesting technical deviation from the requirements and documenting the reason. The traffic engineering study shall be performed and certified by a registered professional engineer qualified in traffic engineering. The study will set forth all traffic operations and safety features that minimize the impact of the special driveway or technical deviation.

9. Transit Accommodations. For developments located along existing or planned transit routes, provisions to accommodate transit facilities, such as bus shelters, pull-outs, and passenger waiting areas, may be considered. These elements may be permitted within the buffer, when required. The location and design of these facilities shall be coordinated with the appropriate Transit Authority.

7-8-6 Off-street Loading Requirements

A. Off-street loading areas are required when vehicles are engaged in the loading or unloading of goods and materials to ensure such activity shall not encroach on, or interfere with, the public use of streets and alleys.

B. **Minimum Space Required.** Off-street loading spaces shall be provided and maintained as follows:

Minimum Off-Street Loading Spaces	
Square feet	**Number of Spaces**
Over 5,000 to 25,000	1
25,000 to 60,000	2
60,000 to 120,000	3
120,000 to 200,000	4
200,000 to 290,000	5
90,000 over 290,000	1 additional off-street loading space
Multi-Family Dwelling (20 or more dwelling units)	1
Auditorium, Convention Hall, Exhibition Hall, Motel, Hotel, Office, Building, Sports Arena, Stadium Hospital, Sanitarium, Welfare Institution, or similar use with an aggregate floor area as follows:	
Over 10,000 to 40,000	1
Each additional 60,000 over 40,000	1

C. **Design of Off-street Loading Facilities**

1. Each off-street loading space shall have clear horizontal dimensions of 12 feet by 30 feet, exclusive of platforms and piers, and a clear vertical dimension of fourteen 14 feet.
2. Where the use of a plot includes a truck loading, unloading, parking or service facility, adequate space shall be provided such that all truck maneuvering is performed off the street.

7-8-7. Electric Vehicle Charging Stations

A. Electric vehicle charging stations equipped with Level 1, Level 2, or DC Fast Charge electric vehicle supply equipment shall be permitted in all required and non-required off-street parking spaces as an accessory use provided the following conditions are met.

1. Parking spaces designated for electric vehicle charging stations shall be counted toward meeting the minimum parking requirement.
2. On single-family residential lots, stations must be in an enclosed garage or carport, or on the side or rear of the home if there is no garage or carport. At least one 240V, 5-amp outlet is encouraged for each new single-family residential structure for this purpose.
3. On multi-family lots, stations must be located to the side or rear of the development, or within an interior parking lot or parking garage if present. A minimum of two EV-installed parking spaces for multi-family developments shall be provided for projects with 50 units

or more, and at least 10 percent of all new parking spaces on such lots are encouraged to be set aside for electric vehicle charging

4. On non-residential lots with more than 100 parking spaces, a minimum of two EV-installed parking spaces shall be provided.

B. Electric vehicle supply equipment associated with each charging station may encroach into a required side or rear setback up to five feet or 20 percent, whichever is less. This shall not be construed to allow surface or structured parking beyond such associated supply equipment to encroach into a required setback more than otherwise permitted by this Ordinance.

C. Parking spaces with public electric vehicle charging stations are reserved for electric vehicles that are actively charging or have recently completed charging. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that would apply to any other vehicle that would park in that space.

D. Electric vehicle charging stations on multi-family and non-residential lots shall be maintained in all respects, including the functioning of the equipment. A phone number or other contact information shall be provided on the equipment for reporting non-functioning equipment, malfunctioning equipment, or other issues regarding the equipment.

Section 7-9. Lighting Requirements

7-9-1. General Outdoor Lighting Requirements in all Zoning Districts

A. **Photometric Plan Required.** A Photometric Plan shall be required for new outdoor lighting and any change to existing lighting other than routine maintenance. The Plan must be prepared by a Professional Engineer registered in the State of Alabama.

1. Exception. A Photometric Plan is not required for properties occupied by a single-family residential dwelling and/or used for agricultural production. However, the requirements of this Section shall apply and new outdoor lighting or a change to existing lighting, other than routine maintenance, may be subject to review and approval by the Planning Department.

B. Light trespass caused by outdoor lighting, including light sources, diffraction, and reflections from on-site objects, shall not illuminate another property more than the following limits:

1. 0.2 foot-candles onto properties in a residential district
2. 1.0 foot-candles onto properties in a mixed-use district
3. 1.5 foot-candles onto properties in non-residential districts

C. Light or glare shall not trespass onto adjacent rights-of-way.

7-9-2. Lighting Fixtures

A. All outdoor light fixtures installed after the effective date of this article (excluding lighting installed within rights-of-way) shall be full cut-off fixtures either recessed into a canopy or shielded.

B. Light fixtures located within 50 feet of residential zoning or a dwelling may be no higher than 15 feet.

C. External building illumination shall use top mounted light fixtures that shine light downward and are fully shielded except for the following:

1. Building-Mounted Lights
    a. Building-mounted light fixtures shall not be attached to a roof and shall not exceed the building's height.
    b. Building-mounted lights shall be ornamental sconces, cutoff fixtures, or other fixtures that are screened by the building's architectural features.
    c. Lighting shall not outline buildings, except as part of temporary holiday lighting
2. Lighting mounted to swimming pools or decks to illuminate paths and pool edge

D. Outdoor light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a narrow cone and confine the light to the object of interest.

E. Lighting for outdoor seating and dining areas shall be designed to provide for the safety and comfort of patrons while minimizing glare and light spillage onto adjacent properties.

F. Outdoor light fixtures used for outdoor recreational facilities shall be fully shielded except when such shielding would cause an impairment to visibility required for the recreational activity. Partially shielded fixtures and directional lighting methods shall be utilized in these instances to limit light pollution, glare and light trespass to a reasonable level, without diminishing the performance standards of the intended recreational activity.

G. Vehicular Canopies. The maximum light level of any light fixture under vehicular canopies (such as a gas pump island or similar) shall not exceed 24 foot-candles when measured from the edge of an adjacent street right-of-way. Fixtures permitted as part of the vehicular canopy include:

1. Recessed fixtures incorporating a lens cover that is either recessed or flush with the bottom surface of the canopy;
2. A fixture incorporating shields or shielded by the edge of the canopy itself, so that light is restrained to five degrees or more below the horizontal plane;
3. Surface-mounted fixtures incorporating a flat glass that provides a cutoff design or shielded light distribution;
4. Surface-mounted fixtures measuring no more than two feet by two feet, with a lens cover that contains at least two percent white fill diffusion material; or,
5. Indirect lighting where light is beamed upward and then reflected down from the canopy's underside, provided the fixture is shielded so that direct illumination is focused exclusively on the canopy's underside.

H. Lighting shall not illuminate when not needed. Electric circuits for outdoor lighting shall have control switches conveniently located for manual operation. Light sensors shall automatically turn-off when they sense adequate daylight. Timers shall automatically turn off and turn on lights when their clocks arrive at preset times corresponding to the times needing the light. Alternatively, the controller may dim lights or allow fewer lights to remain on for security and safety. Motion detectors and occupancy sensors may interrupt to turn on lights for timed durations.

I. **Prohibitions.** The following fixtures are not allowed.

1. Use of mercury vapor fixtures or lamps for outdoor lighting.
2. Pole-mounted floodlights and stoplights.

7-9-3. Outdoor Lighting Requirements for all Off-Street Parking Areas

All outdoor lighting installed within off-street parking areas shall meet the requirements of Sections 7-9-1 and 7-9-2. In addition, the following regulations apply. Where there may be a conflict, the regulations in Section 7-9-3 will apply.

A. Lighting for off-street parking shall be adequate and so arranged as to direct the light away from any adjoining property in a residential district.

B. Pole mounted light fixtures located within surface parking lots and vehicle sales and display areas may be no higher than 30 feet unless the parking lot serves fewer than 100 spaces, in which case a pole-mounted light fixture shall not be higher than 20 feet. Pole mounted lighting regulations found in Section 7-9-2.B shall apply when in conflict with this requirement.

C. Light fixtures in parking and vehicular display areas must be full cutoff.

D. Internal light sources within structured parking shall not be visible from the adjacent public right-of-way to the maximum extent possible.

E. Light fixtures located on the top floor of a parking structure that is open-air shall be located a minimum of 15 feet from the structure's external edge.

7-9-4. Exemptions

A. The requirements of this section shall not apply to temporary light installations at street fairs, school events, and similar events, providing that such event does not last longer than seven consecutive days, nor longer than 10 days in any 30-day period. Temporary lighting installations that remain in place beyond these timeframes shall be deemed permanent and shall be subject to the provisions of this ordinance.

B. All outdoor light fixtures existing and legally installed prior to the effective date of this article are exempt from the provisions of this article, provided that no replacement, structural alteration, or restoration of outdoor light fixtures is made except to come into conformance with these requirements. Exemptions may be granted to this conformance requirement if:

   1. Utilization of a conforming outdoor light fixture would decrease the lighting levels to below the minimum illumination levels required by the City; and

   2. Utilization of conforming outdoor light fixtures would negatively impact the aesthetic quality or architectural design of the property or immediate area by mixing substantially different styles and types of fixtures.

C. When a gas station canopy is repaired or improved and the value of the improvements or the repair total 50 percent or more of the assessed value of the structure, all lighting requirements in Section 7-9 must be met.

D. Outdoor light fixtures producing light directly by the combustion of fossil fuels, such as, kerosene lanterns or gas lamps.

E. Temporary lights used for holiday decorations.

F. Construction or emergency lighting provided such lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency necessitating said lighting.

G. Signs constructed of translucent materials and wholly illuminated from within are exempt from the shielding requirement.

ARTICLE 8
ENVIRONMENTAL PROTECTION & INFRASTRUCTURE

Section 8-1. Environmental Standards

8-1-1. Purpose. The purpose of this Article is to ensure the protection of natural resources, the viability and integrity of a strong ecosystem, and the prevention of avoidable loss of life or property through proper development standards and additional locational criteria in identified hazard areas.

8-1-2. Compliance Required. Compliance with all the regulations covered by this Article is required. Proof of compliance may be required prior to issuance of zoning approval for a building permit, land disturbance permit, site plan approval, or a certificate of occupancy. Failure to comply with any of these regulations is a violation of this Ordinance and subject to any and all remedies for zoning violations.

8-1-3. Flood Hazard Areas. All developments located within a flood hazard area as identified by the Federal Emergency Management Agency (FEMA) and included on official Flood Insurance Rate Maps (FIRMs), as well as City-established floodplains, are subject to the regulations and requirements of Chapter 17, *Floods*, of the Madison City Code, unless expressly exempted within those regulations.

8-1-4. Storm Water Management, Drainage, Erosion Control, Grading, and Clearing

A. All new development must be designed and constructed to comply with the current City of Madison Stormwater Management Program Plan (SWMPP*).*

B. **Erosion and Sedimentation Control**. All new development shall comply with Chapter 20, Article VIII, of the Madison City Code entitled “Erosion and Sediment Control.”

C. **Low Impact Design**. In order to balance growth needs with environmental protection, reduce municipal infrastructure and utility maintenance costs (e.g. streets, curbs, gutters, sidewalks, storm sewer), reduce stormwater management costs, preserve the integrity of ecological and biological systems, protect water quality by reducing sediment, nutrient, and toxic loads to water bodies, and to preserve trees and natural vegetation, low impact design shall be employed where feasible, for all non-residential projects and all residential projects containing more than 10 dwelling units. All projects should strive to meet the following criteria.

1. Site design must minimize impervious surface and alteration of natural vegetation and topography and meet the following requirements:

    a. Clearing and re-grading on a development site must be minimized.

    b. Clearing should be done in phases to minimize the amount of bare ground at any one time.

2. New streets, whether dedicated to the public or private internal drives serving multiple tenants on a single parcel, must be designed in such a way as to minimize the total amount of impervious surface.

3. Shared parking must be used whenever possible.

4. Open space areas set aside in residential cluster developments may be used for onsite treatment of stormwater consistent with an approved stormwater plan.

D. **Grading and Clearing**. Pursuant to Section 20-441 of the Madison City Code, no land shall be graded or disturbed prior to issuance of a Land Disturbance Permit. However, if the City approves a preliminary plat or site plan pursuant to this Zoning Ordinance or City Subdivision Regulations, then

the approval of the preliminary plat or site plan will serve as the land disturbance permit for a development.

Section 8-2. Wetlands

All property owners have the responsibility to ensure that any land disturbance on their properties meets the requirements of Section 404 of the Clean Water Act and to obtain all necessary permits from the U.S. Army Corps of Engineers when applicable. The City may require proof of permitting prior to City approval of a zoning or development application.

ARTICLE 9
SIGN REQUIREMENTS

Section 9-1. Purpose

The purpose of this article is to promote and protect the public health, safety, and welfare, and further the goals of Madison's Comprehensive Plan. There is a legitimate call for regulation of signs because signs can obstruct views, distract motorists, displace alternative uses for land, contribute to blight, and pose other problems. This article shall be interpreted in a manner consistent with the First Amendment guarantee of free speech and enable the public to:

1. Enhance the economy of the City in accordance with its plans and ordinances by promoting the reasonable, orderly, and effective display of signs;
2. Locate businesses and facilities that offer goods and services without difficulty or confusion;
3. Protect and enhance property values;
4. Facilitate the creation of a convenient, orderly, attractive, and harmonious community;
5. Promote traffic and pedestrian safety by preventing obstructions within public rights-of-way, minimizing visual distractions to motorists, ensuring that sign size and height is appropriate for a sign's location, and preventing conflicts with public safety signs and police and fire protection;
6. Protect the safety of people and property from sign hazards due to collapse, decay, or abandonment;
7. Balance the rights of individuals to convey messages through signs with the right of the public to be protected against the unrestricted proliferation of signs;
8. Restrict signs and lights that obstruct or interfere with drivers' vision and therefore contribute to the probability of traffic accidents and hazards;
9. Promote signs that are compatible with their surroundings, that are appropriate to the planned character and development of each zoning district, and which do not obstruct light, air, and open space;
10. Ensure the fair and consistent enforcement of sign regulations; and
11. Regulate the proper construction, maintenance, safety, and structural soundness, as well as the appearance and attractiveness of signs.

Section 9-2. Severability

It is the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance.

Section 9-3. Applicability

9-3-1. It shall hereafter be unlawful for any person to erect, place, relocate, expand, modify, maintain, or otherwise alter a sign within the corporate limits of the City of Madison except in accordance with the provisions of this article.

9-3-2. Any sign legally established prior to the effective date of this article, and which sign is rendered nonconforming by the provisions herein, shall be subject to the nonconforming sign regulations of Section 9-7 and not the nonconforming structure regulations of Article 3.

9-3-3. Exemptions from this Article. Certain signs are exempt from the standards and permitting requirements of this article except for any applicable safety, height, area, and locational standards. Regardless of whether an exemption applies, any of these signs may be subject to building permits, state approval, and other permitting and approval processes. Only the following signs are expressly exempt:

A. Any sign located inside a building that is not visible from the exterior of the building. Signs in windows that are mounted in such a way as to be viewed from outside the building shall be considered window signs subject to the provisions of Section 9-11-4;

B. Interior signs within a stadium, open-air theater, outdoor shopping center, arena, or other similar use, which signs are not visible from a public right-of-way or adjacent property and can be viewed only by persons within such stadium, open-air theater, outdoor shopping center, parks, arena, or other similar use. Signs located on structures used for interior signs that are visible from a public right-of-way or adjacent property are subject to the requirements of this article;

C. Any sign located on umbrellas or similarly related private patio furniture or seating provided it is located outside of the right-of-way and complies with any other applicable standards of this code. However, umbrellas or similarly related private patio furniture that advertises beer or alcohol must comply with the advertising provisions of the Alabama Alcoholic Beverage Control Board Administrative Code;

D. Any sign on a truck, bus or other vehicle that is used in the normal course of a business for transportation (See also Section 9-6-15) or vehicle signage required by the State or Federal government;

E. Signs installed or required by the City of Madison, Madison County, Limestone County, State of Alabama, federal government, or approved transit agency and which sign is allowed pursuant to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD);

F. Any warning signs or traffic safety signs required by public utility providers;

G. Signs and/or notices issued by any court, officer, or other person in performance of a public duty. Any such sign shall be removed no later than seven days after the last day it is required to be displayed;

H. For the purposes of safety and emergency access, signs indicating the street number of a building or structure are permitted without a sign permit and shall comply with the adopted fire and building codes but shall not exceed six square feet in sign area; and

I. Any sign posted to mark an accessible parking space or an electric vehicle charging station provided such sign meets all applicable state and federal requirements and an electric vehicle charging station sign does not exceed four square feet in size.

Section 9-4. Sign Permit Required

9-4-1. Unless otherwise stated in this article, all signs shall require a sign permit issued by the Director (and, where applicable, approved by the Historic Preservation Commission), in accordance with this article.

9-4-2. For the purposes of this article, any reference to the Director shall include the Director or his or her designee.

9-4-3. A Certificate of Appropriateness from the Historic Preservation Commission is required before sign permits can be issued for properties that are either individually designated as historic or located within a historic district as established by the Historic Preservation Commission. Certificates of Appropriateness are not required for temporary signs.

9-4-4. In some instances, a sign may require a building or electrical permit in addition to the sign permit and where required, approval of all permits shall be required prior to the installation of the applicable sign.

9-4-5. Sign Permit Exemptions. A sign permit is not required for:

A. General maintenance, painting or repainting (same colors and sign face), cleaning and other normal maintenance of a legal, conforming sign. Sign permits are required for any repairs to the structure or electrical components of a sign.

B. Sign face changes where there is no change to the sign structure including change in sign face area, height, or alteration of the sign cabinet, if applicable (e.g., replacement of a sign face, repainting of a sign face, etc.);

C. Changes of copy on signs with changeable copy including the changing of messages on electronic message centers (See Section 9-11-6); and

D. Certain temporary signs as established in Section 9-12.

9-4-6. Sign Permits and Application Process

A. Applications for sign permits must be filed with the Director on forms as provided by the City, accompanied by a permit fee as identified in the Municipal Code.

B. The application shall be accompanied by information as established by the Director in a list of submittal requirements. Additional information may be required for any master sign plan application as set forth in Section 9-11-9.

C. Permits for permanent signage shall only be issued for uses/businesses that have been approved at the proposed address.

D. The Director shall promptly process the sign permit application and approve the application, reject the application, or notify the applicant of deficiencies in the application within 10 business days after receipt. The 10-day time frame shall not begin until after a Site Plan, Certificate of Appropriateness, or Master Sign Plan has been completed as may be required and shall re-start once the application is deemed complete.

E. Every sign permit shall be considered canceled if active work is not commenced within a period of 180 days from the date of permit issuance. Each applicant is allowed one 90-day extension for each sign permit, provided the extension is applied for prior to the expiration date of the original permit, but not before five days prior to said expiration, and provided that the original permit was issued properly, and the applicant is entitled to said permit. No charge is imposed for the extension of a sign permit. Such time limit shall not apply if an alternative time limit is approved as part of a sign master plan in Section 9-11-9.

F. **Violation and Revocation of Sign Permit**

1. The Director may revoke a permit or approval if it is found that there has been concealment or misrepresentation of material facts in either the application or the plans submitted.

2. Failure to adhere to the requirements of this article in the construction and maintenance of a sign shall void any sign permit issued, and the property owner shall remove said sign or structure

within 30 days of notice from the Director, unless the sign poses a public safety hazard, in which case the owner shall remove the sign or structure as soon as practicable and no later than 48 hours after receiving notice.

G. **Sign Code Exception**

1. The Director may grant approval for a sign code exception of not more than 10 percent in permitted sign height or sign area.
2. The following findings shall be made prior to approval of any sign code exception:
   a. The sign is compatible with the character of the area;
   b. The exception is needed due to special and unique circumstances defined by the applicant and applicable only to the property or building;
   c. The exception requested is the smallest necessary to address the unique situation;
   d. The applicant did not create the special or unique circumstances themselves due to the design of the site and or building;
   e. The sign will neither adversely affect other signs in the area nor give the sign applicant an unnecessary advantage over other signs the area;
   f. The sign will not be detrimental to properties located in the vicinity; and
   g. The sign will not obstruct vehicular or pedestrian traffic visibility and will not be a hazardous distraction.

9-4-7. Removal and Confiscation of Signs

A. City police and enforcement staff designated by the Director or the Director of the Building Department are authorized to remove and dispose of or order the removal and disposal of any prohibited sign listed in Section 9-6, any sign that was not permitted in accordance with this article, and any nonconforming signs that do not meet the requirements of Section 9-7.

B. Any temporary sign installed or placed in a public right-of-way or easement, except as allowed in this article, shall be forfeited to the public and subject to confiscation without notice by authorized enforcement staff and officers of the City. Any temporary or permanent sign installed or placed in a public right-of-way or easement, except as allowed in this article, shall be forfeited to the public and subject to removal by authorized enforcement staff and officers of the City. In addition to other remedies provided in this Ordinance, the City shall have the right to recover from the person placing such signs the full costs of removal and disposal.

Section 9-5. Measurements and Calculations

9-5-1. Sign Setback. All required setbacks for signs shall be measured as the distance in feet from the applicable lot line, or other stated point of measurement, to the closest point on the sign structure.

9-5-2. Sign Height

A. The height of a sign shall be computed as the distance from the base of the sign at normal grade (average grade at the base of the sign) to the top of the highest attached component of the sign. Normal grade shall be construed to be the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely undertaken for the purpose of locating or increasing the height of sign.

B. In cases where the normal grade is below grade at street level, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public or private street.

9-5-3. Sign Width

A. The width of a sign shall be measured across the widest portion of a sign that runs parallel to the ground at the base of the sign.

B. The sign width shall include all structure elements of a sign (e.g., support posts, sign cabinet, etc.).

9-5-4. Sign Area. The surface of a sign to be included when computing maximum allowable square footage of sign area shall be calculated as follows:

A. When calculating street frontage, only the street frontage that lies in the incorporated area of the City of Madison shall be used in the calculation.

B. All fractions will be rounded to the closest integer number.

C. For sign copy mounted or painted on a background panel, cabinet, or surface distinctively painted, textured, lighted, or constructed to serve as the background for the sign copy, the sign area shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that encompasses the extreme limits of the background panel, cabinet, or surface. See *Figure A* and *Figure B*.

D. For sign copy where individual letters or elements are mounted or painted on a building façade where there is no background panel, cabinet, or surface distinctively painted, textured, lighted, or constructed to serve as the background for the sign copy, the sign area shall be computed by means of the combination of the smallest square, circle, rectangle, triangle, or combination thereof that encloses all the letters or elements associated with the sign. See *Figure C*. In cases where there are multiple sign elements on the same surface, the Director shall have the authority to determine the outermost boundaries of individual sign elements.

E. The calculation of sign area shall not include any supporting framework, bracing, or decorative fence or wall unless such structural support is determined to constitute an integral part of the sign design by means of text or other commercial message, as determined by the Director. See *Figure A*.

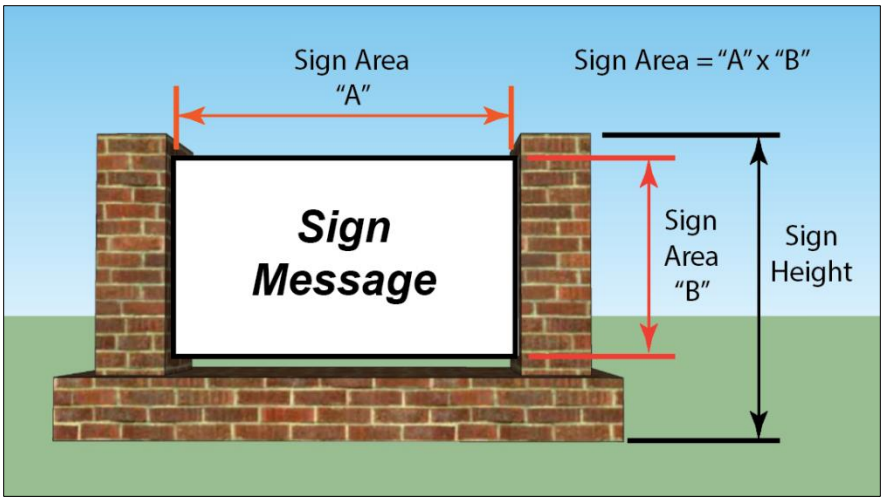


Figure A: Illustration of sign area calculation for a monument sign with copy on a distinct cabinet.

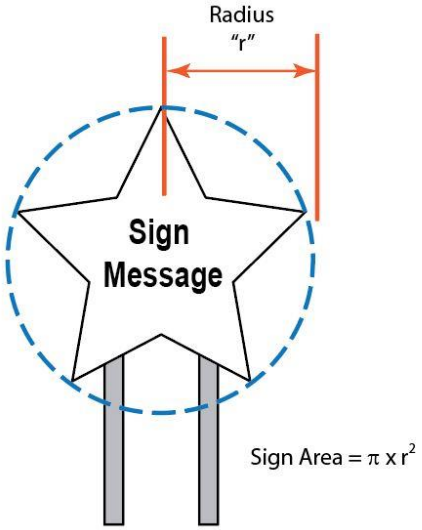


Figure B: Example of sign area computation by the smallest circle encompassing the extreme limits of the sign message. For the purposes of calculations, π equals 3.14.

Figure C: Illustration of sign area calculation for two differently shaped wall signs with individual letters.

F. In the case of a three-dimensional sign where the sign faces are not mounted back-to-back, the sign area shall be calculated by the smallest square, rectangle or circle that encompasses the profile of the sign message. The profile used shall be the largest area of the sign message visible from any one point. See *Figure D*.

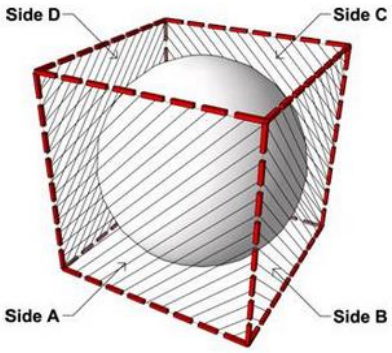


Figure D: The sign area of a three-dimensional sign is measured measuring the smallest square, rectangle, or circle that encompasses the profile of the sign (illustrated as sides).

G. Except for three-dimensional signs, the sign area for a sign with more than one face (multi-faced signs) shall be computed by adding together the area of all sign faces when the interior angle is greater than 60 degrees.

H. When two identical, flat sign faces are placed back-to-back or at angles of 60 degrees or less, so that both faces cannot be viewed from any one point at the same time, and when such sign faces are part of the same sign structure and are not more than 24 inches apart, the sign area shall be computed by the measurement of one of the faces. If the two faces are unequal, the sign area shall be calculated based on the larger of the two faces.

I. The calculation of the width or lineal measurement of any façade shall be the measurement of the façade between two side facades. The calculation shall be based on viewing the façade from a 90-degree angle (i.e., straight on), regardless of façade insets, offsets, or angles. See *Figure E*.

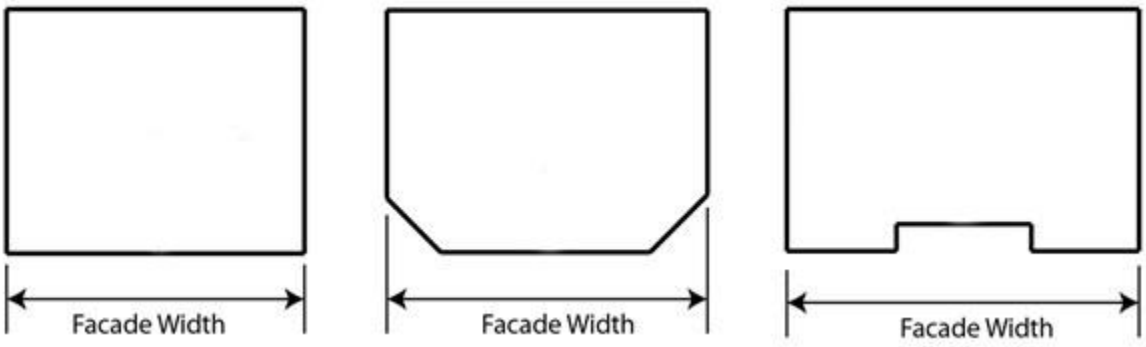


Figure E: Illustration of façade width measurement on varied façade shapes.

Section 9-6. Prohibited Signs

The following types of signs are specifically prohibited within the City of Madison.

9-6-1. Any sign that copies or imitates a sign installed by a government agency for official purposes;

9-6-2. Billboard signs (See Section 9-7-5);

9-6-3. Windblown devices, except pole-mounted banner signs (See Section 9-11-5);

9-6-4. Signs that employ any parts or elements that revolve, rotate, whirl, spin or otherwise make use of motion to attract attention. This shall not include changeable copy signs as allowed in this article;

9-6-5. Signs with moving or flashing lights, except as allowed for electronic message centers in Section 9-11-6;

9-6-6. Beacons, spotlights, and searchlights, except for emergency purposes;

9-6-7. Pennants or streamers;

9-6-8. Signs that are applied to trees, bus shelters, utility poles, benches, trash receptacles, newspaper vending machines or boxes, or any other unapproved supporting structure, or otherwise placed in the public right-of-way;

9-6-9. Signs that obstruct or substantially interfere with any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress, or egress to any building;

9-6-10. Any sign located in a public right-of-way except as provided for in Section 9-8-7;

9-6-11. Signs which are not securely affixed to the ground or otherwise affixed in a permanent manner to an approved supporting structure unless specifically permitted as a temporary sign;

9-6-12. Signs mounted in a manner that more than 15 percent of the height of the sign is affixed to extend above the roofline of any building;

9-6-13. Signs mounted on top of a roof;

9-6-14. Portable signs;

9-6-15. Vehicle signs viewed from a public road with the primary purpose of providing signage not otherwise allowed by this article. A vehicle sign shall be considered to be used for the primary purpose of advertising if the vehicle fails to display current license plates, inspection sticker, or municipal decal, if the vehicle is inoperable, if evidence of paid-to-date local taxes cannot be made available, or if the sign alters the standard design of such vehicle. Vehicle signs include those attached to or placed on a vehicle or trailer. Vehicles or trailers shall not be parked continuously in one location to be used primarily as additional signage. This does not apply to a vehicle parked at a driver's residence and is the primary means of transportation to and from his or her place of employment;

9-6-16. Balloon signs or air activated graphic; and

9-6-17. Any sign not specifically allowed by this article.

Section 9-7. Nonconforming Signs

9-7-1. Any sign that was lawfully in existence at the time of the effective date of this ordinance, or amendment thereto, that does not conform to the provisions in this Article, shall be deemed a legal nonconforming sign and may remain on a lot of record except as qualified below. No legal nonconforming sign shall be enlarged, extended, structurally altered, or reconstructed in any manner, except as allowed for in this section, and the general non-conforming structure regulations within the Zoning Ordinance shall not apply.

9-7-2. A sign shall lose its legal nonconforming status and must be brought into full compliance with the provisions of this article by an application for, and issuance of, a sign permit or by complete removal, if any of the following occurs:

A. If such sign is destroyed or damaged to an amount exceeding 50 percent of the sign's fair market replacement value, as determined by at least two sign companies requested to provide a quote by the City;

B. The structure of a freestanding sign is altered in any form except as allowed in Section 9-7-3;

C. The structure of a building sign is altered in any form;

D. If a billboard sign installed prior to October 25, 1999 is altered or replaced in any manner except as allowed in Section 9-7-5;

E. The sign is relocated;

F. The sign is defined as a temporary sign and has been in use for more than one year following the effective date of this ordinance; or

G. The nonconforming sign and its structure (including support and frame and panel) are determined by the Director or Building Director to be unsafe or in violation of this code and are declared a nuisance.

H. The nonconforming sign has been discontinued in use, blank, or abandoned for 180 calendar days.

a. If a sign remains blank, discontinued in use, or abandoned for a continuous period of 180 days, then that sign shall be deemed discontinued and abandoned and shall, within 30 days after such abandonment, be brought into compliance with this Ordinance or be removed by the sign owner, owner of the property where the sign is located, other person with control over the sign, or the City in accordance with Section 9-7-8 of this Ordinance.

b. For purposes of this Ordinance, a sign shall be deemed "blank," discontinued in use, or abandoned if:

   i. It is no longer in use as an On-Premise sign; or

   ii. The property on which the sign is located has been vacant or unoccupied for at least 180 consecutive calendar days; or

   iii. The words, letters, symbols, or other sign features are illegible in whole or substantial part; or

   iv. The primary sign structure or face is not in use, and other signs or objects, including banners or other temporary signs, have been attached to the nonconforming sign structure.

c. For purposes of this Ordinance, a sign shall not be deemed "blank," discontinued in use, or abandoned if:

   i. The business or other activity on the property is closed for repairs or renovations, which are properly permitted by the City; or

   ii. Federal, state, or local government action has suspended good faith conforming use of the sign temporarily through no fault of the sign owner; or

   iii. The property on which the sign sits is subject to a good faith real estate transaction, the sign remains in sound condition, and none of the other conditions for removal in this Section 9-7-2(A-G) apply.

9-7-3. General maintenance and cleaning of nonconforming signs shall be permitted without loss of legal nonconformity status. General maintenance shall include any replacement of light bulbs, where applicable, or replacement of broken parts with the same parts. Any upgrade of electrical systems or replacement of structural parts shall be reviewed by the Director to determine if the repair or maintenance changes the nonconformity status of a legally nonconforming sign.

9-7-4. Sign face changes including changes in sign face area, height, replacement of a sign face within a pre-existing sign cabinet, repainting of a sign face, or alteration of the sign cabinet, if applicable, may be made without a sign permit and without losing the legal nonconforming status of the sign as long as there is no change to the nonconforming sign structure.

9-7-5. **Billboard Signs**. Only billboard signs that were installed prior to October 25, 1999 may be replaced. Any replacement of a billboard sign must conform to the following requirements:

A. The owner must replace the billboard sign within six months after its destruction or removal, or the owner will forfeit its right to replace the billboard sign.

B. The replacement billboard sign shall not exceed the height or sign area of the sign it is replacing.

C. The replacement billboard sign shall be installed in the same location as the sign it is replacing, unless:

D. The lot on which the billboard sign sits is adjacent to Interstate 565; and

E. The billboard sign is moved in a line perpendicular to Interstate 565 and no farther than 150 feet away from its original location;

F. The replacement billboard sign shall meet all setback requirements of the City's Zoning Ordinance at the time the billboard sign is to be installed.

G. Billboards may incorporate electronic message centers provided they comply with Section 9-11-6 and the regulations of the Alabama Department of Transportation.

9-7-6. Failure to bring a sign into compliance after loss of a legal nonconforming status as defined above shall cause the sign to be considered an illegal sign and is subject to removal and fines pursuant to this Zoning Ordinance.

9-7-7. Safety Verification for Nonconforming Signs. Notwithstanding the provisions of this section, before any repair or alteration to any nonconforming sign may proceed, the owner must submit engineer-stamped documentation that the sign footing, structure, and supports meet a 90-mile per hour wind load. If said signs do not meet this standard, then they will be considered a safety hazard or public nuisance and the sign must be removed within 90 days unless an imminent safety hazard is present in which case the sign must be removed within 10 days.

9-7-8. Bond Requirement

A. Where the City approves a permit that allows for the temporary continuation of a nonconforming sign or that otherwise requires a sign to be removed within a certain timeframe, the City shall have the option to require a bond for the removal of the sign.

B. In such cases, the applicant shall be required to submit a bond in an amount and from an issuer approved by the Director to protect the City from the cost of removing the sign should it no longer be allowed under the laws of the City of Madison, Madison County, Limestone County, State of Alabama, or federal government. The bond shall be accompanied by a letter granting the City access to the subject property for the purposes of removing the nonconforming sign if such removal is performed by or on behalf of the City.

C. If the subject approval is given, a condition of the approval shall be that the bond is maintained and increased or decreased based upon the then current estimates of the costs of removal of the sign.

D. If the sign is removed without cost to the City, the Director must release the bond but may execute the bond if the City is responsible for incurring any cost in removing the sign.

Section 9-8. General Regulations for All Sign Types

Unless otherwise specifically stated, the following regulations shall apply to all signs within the City of Madison:

9-8-1. Construction, repair, and maintenance of all signs shall comply with the City's building codes adopted in Chapter 8-99.

9-8-2. No sign or sign structure shall be placed on private or public property without the consent of the owner or agent thereof.

9-8-3. No sign, temporary or otherwise, may be placed or located to conflict with or impair line of sight for turning movements on or onto public streets or conflict with the vision clearance or other requirements of this Ordinance or applicable traffic ordinances including Section 4-5.

9-8-4. No sign shall obstruct or interfere with fire ingress or egress from any door, window, or fire escape, nor shall it obstruct or interfere with traffic or traffic visibility or resemble or imitate signs or signals erected by the City or other governmental agency for the regulation of traffic or parking.

9-8-5. All signs shall be secured in such a manner as to prevent swinging or other significant noticeable movement, not including movement related to electronic message centers.

9-8-6. All signs and associated landscaping shall be maintained in a good state of repair. For signs this includes, but is not limited to, structural components, lighting, and surface features such as painting. For landscaping this includes, but is not limited to, trimming, irrigation, mulching, and similar features necessary to ensure plants remain healthy and neat in appearance.

9-8-7. Signs in Rights-of-Way

A. Signs shall be prohibited in the right-of-way except for the following:

1. Signs installed by the City of Madison, Madison County, Limestone County, State of Alabama, federal government, or approved transit agency that are allowed pursuant to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD); or

2. Any warning signs or traffic safety signs required by public utility providers.

B. Any sign to be installed in the right-of-way by an agency other than the City shall require prior approval of the Director and City Engineer.

C. The Director, Building Director or Director of Public Works may remove or cause to be removed any unlawful sign in the public right-of-way.

9-8-8. Illumination. All signs, unless otherwise stated in this article, may be illuminated by internal or external light sources, provided that such illumination complies with Article 7 and the following:

A. Light fixtures illuminating signs shall be located, aimed, and shielded so that light is directed only onto the sign face and is prevented from creating glare or light shining into motorist or pedestrian field of vision. Shielding shall be accomplished with architectural elements, landscaping, and/or specific lighting components, such as shields or louvers.

B. Lighting shall be designed so any exposed incandescent lamps used to illuminate ground signs, painted signs, or wall signs shall be equipped with reflectors or other devices arranged so as to concentrate the illumination upon the area of the sign and prevent glare or the shining of light onto any adjoining property or public right-of-way.

C. Lighting shall not have an intensity to cause glare visible to pedestrians or vehicle drivers, nor shall the illumination be of such brightness as to cause reasonable objection from adjacent residential districts; and

D. Lighting shall be designed to not obstruct traffic control or other public signs installed by a governmental agency.

9-8-9. Permanent Signs on Historic Properties or Properties in a Historic District. Any permanent sign located on a property that is individually designated as historic, or properties within a historic district, and which are subject to a Certificate of Appropriateness review, shall also be subject to all adopted and applicable historic design guidelines for the subject property.

Section 9-9. Permanent Signs Permitted in MU, PUD, UC, or TND Districts

All development in a MU, PUD, UC, or TND District shall be subject to the standards of this article unless otherwise modified through the applicable MU, PUD, UC, or TND review and approval process or through the Master Sign Plan process established in Section 9-11-9.

Section 9-10. Permanent Signs Permitted in Agricultural and Residential Districts

9-10-1. This section includes the provisions for permanent signs allowed in agricultural or residential zoning districts.

9-10-2. Such standards shall apply to residential uses within a PUD, MU, UC, or TND District where such district approval does not include a separate plan or regulations for signs.

9-10-3. Permanent Signs at Residential Subdivision or Multi-Family Development Entrances. Permanent signs are permitted at the entrances of residential subdivisions or multi-family developments that have more than 25 dwelling units, subject to the following requirements:

A. **General Standards**

1. Each sign may have a maximum sign area of 40 square feet.
2. No such sign or any portion of the structure shall exceed six feet in height in all districts except for multi-family developments where the maximum sign height shall be 12 feet.
3. The sign must be located on a lot or other area that is controlled and maintained by a homeowners' association or other established organization that maintains such common areas for the development. For multi-family developments located on a single lot, the sign may be located on lot.
4. The sign may only be illuminated through an external light source.
5. The sign shall be an on-premises sign.

B. **Monument Signs**

1. A maximum of one monument sign may be permitted for each entrance to the subdivision or development on a collector or arterial street, as determined by the Director.
2. A final plat or site plan should show the common area or sign easement locations for proposed monument signs.
3. The sign shall be located in a landscaped area equal to or larger than the total sign area, including the supporting structure, of the applicable sign. Such landscaped area may be an area that fulfills any landscaping requirements of this code. The landscaped area shall include all points where sign structural supports attach to the ground.
4. Exposed sign foundations shall be constructed with a finished material such as brick, stone, or wood, or be screened with evergreens to the top of the anchor bolts.
5. If an applicant proposes to use a monument sign, no wall signs, as allowed in Section 9-10-3.C below, shall be permitted.

C. **Wall Signs on Entry Fences or Walls**

1. A maximum of two wall signs may be permitted for each entrance to the subdivision or development on a collector or arterial street.
2. If two signs are utilized, the signs shall be separated by a minimum of 50 feet. Additionally, if two signs are utilized, each sign shall have a maximum sign area of 20 square feet.
3. The signs shall be mounted to a decorative wall or fence that generally runs parallel with the street.

4. If an applicant proposes to use wall signs, no monument sign, as allowed in Section 9-10-3.B above, shall be permitted.
5. A final plat or site plan should show the common area or sign easement locations for proposed entrance walls and fences.

9-10-4. Signs for Nonresidential Uses in Agricultural and Residential Zoning Districts

A. One permanent monument sign may be permitted on a lot containing a nonresidential use in an agricultural or residential zoning district provided the sign meets the following requirements:
   1. The sign shall be set back a minimum of 20 feet from any adjacent residential lot lines.
   2. The maximum sign area shall be 30 square feet.
   3. Up to 75 percent of the sign area may consist of manual changeable copy.
   4. No such sign or any portion of the structure shall exceed six feet in height.
   5. The sign may only be illuminated through an external light source.

B. One additional permanent monument sign may be erected on an adjacent street frontage (same lot) if such street frontage has a length of 100 feet or more. Such additional sign shall meet the requirements of 9-10-4.A.

C. Building signs shall be permitted for all nonresidential uses in a residential district provided such signage shall meet the requirements of 9-11-5. This shall not apply to signs located on lots used exclusively for residential dwellings nor shall it apply to home occupation uses within a residential dwelling.

Section 9-11. Permanent Signs Permitted in Other Nonresidential Districts

9-11-1. Unless otherwise stated, the following are the permanent signs allowed in all districts other than the agricultural and residential zoning districts.

9-11-2. Such standards shall apply to nonresidential uses within a PUD, MU, UC, or TND District where such district approval does not include a separate plan or regulations for signs.

9-11-3. Buildings, developments, or subdivisions that are 100 percent residential in use shall be subject to the permanent sign allowances established in Section 9-10.

9-11-4. Window Signs. Window signs do not require a sign permit provided they comply with the following standards:

A. Window signs shall not occupy more than 25 percent of the window area in any nonresidential districts. Window graphics/decals that obscure visibility of building interior will be considered window signs. See *Figure F* for locations used in the calculation of sign area. The sign area is based on the window area, regardless of the presence of an awning.

Figure F: The window area is illustrated within the dashed line area for the two storefronts in the above image.

B. Window signs may be temporarily or permanently attached.

C. Window signs are not permitted in any window of a space used for residential uses or purposes unless allowed as a temporary banner sign in accordance with Section 9-12.

D. One window sign with a maximum sign area of two square feet may be comprised of an electronic message center subject to the provisions of Section 9-11-6.

9-11-5. Building Signs. Building signs are permitted on all principal structures in accordance with the following:

A. The building sign area allowed in this subsection shall include the total amount of all awning, canopy, marquee, projecting, hanging, pole-mounted banner, or wall signs on each façade wall. Standards for each individual building sign type are established in this section.

B. Building signs shall not extend above the top of the roofline of the building to which it is attached more than 15 percent of the height of the sign (See Section 9-6-12).

C. Building signs may not be attached to mechanical equipment or roof screening.

D. Building signs shall not include electronic message centers unless expressly permitted.

E. **Allowed Building Sign Area**

1. Up to 200 square feet or 10 percent of a primary façade wall face, whichever is less, may be allowed for building signage. An increase of up to 10 percent of the permitted building sign area is allowed if all wall signage consists of individual channel letters installed on a raceway.

2. An applicant may provide signage on one secondary façade but shall not combine the total amount of building sign area permitted on each facade and apply it to any single façade. The amount of building sign area allowed on a secondary facade shall be 50 percent of that allowed in Section 9-11-5.E.1.

3. There is no maximum number of building signs, but the total square footage of building signs located on a single façade wall shall comply with the requirements of this section.

4. Any sign that is incorporated into a building as an architectural element shall be classified as a building sign.

5. The amount of building signs permitted as part of a PUD shall be established within the PUD approval. If such amount is not established, the signs shall comply with this article.
6. For multi-tenant buildings in which tenant space is accessed from an internal corridor, exterior tenant signage may be located at building entrances subject to a signage plan submitted by the building owner, the overall size limitation in Section 9-11-5.E.1, and provided no individual exterior tenant signs exceeds 10 square feet. There is no limitation on the number of facades that may have such signage as long as the signage is adjacent to a building entrance. Multi-tenant directory signs are allowed as part of the overall total building signage allowed.

F. **Wall Signs**

1. Wall signs shall be mounted on or flush with a wall and shall not protrude more than 24 inches from the wall or face of the building to which it is attached.
2. A wall sign may be painted directly on a building wall, mounted on the façade wall, or mounted on a raceway.
3. Any wall sign, except for signs painted directly onto the wall or flush with the wall, shall be mounted so there is a minimum clearance of eight feet above an adjacent sidewalk or walkway and 16 feet above any adjacent driveway or vehicular use area.
4. Permanent signs that are attached to gas pumps, gas pump islands, or similar structures, that can be read or understood from a public street by most persons of normal vision shall be considered a wall sign for the purposes of this article and shall be based on the wall sign allowance for the principal building.
5. The lettering of wall signs mounted on a cornice or transom shall not exceed the breadth or height of the cornice or transom on which the lettering is mounted. In no case shall the sign cover more than 75 percent of the total area of the cornice or transom on which it is mounted.
6. Cabinet style wall signs are prohibited in historic districts or on historic properties.
7. Wall signs in the historic district may be illuminated through the following methods, if approved as part of the Certificate of Appropriateness:
    a. Indirect lighting methods such as gooseneck lighting;
    b. Individual reverse channel letters (halo-lit or reverse-lit);
    c. Individual channel letters with transparent plastic covering to shield the source of illumination; and
    d. Neon, provided the neon tubes are not directly visible.
8. In all other districts, signs may be internally or externally illuminated.

G. **Awning, Canopy, or Marquee Signs.** Any canopy, awning, or marquee sign allowed pursuant to this section shall comply with the following standards:

1. Signage shall not cover more than 50 percent of any individual awning, canopy, or marquee.
2. All components of the awning, canopy, or marquee shall have a minimum height clearance of eight feet from the sidewalk.
3. Marquee signs may include manual changeable copy signs.

H. **Pole-Mounted Banner Signs**

1. Only one pole-mounted banner sign is allowed for any one business establishment at one time.
2. Pole-mounted banner signs shall be mounted on the building wall either by bracket or by a pole.
3. The maximum sign area of a pole-mounted banner sign shall be 12 square feet.
4. The bottom of the pole-mounted banner sign shall be no lower than eight feet measured from grade of the property line closest to the pole-mounted banner sign.
5. Pole-mounted banner signs shall not extend beyond three feet over the sidewalk measured from their point of mounting on the storefront wall.
6. Pole-mounted banner sign mounting devices shall have structural integrity as approved by the Building Director.

I. **Projecting or Hanging Signs**

1. Only one projecting or one hanging sign shall be permitted for each tenant entrance.
2. A projecting sign shall be perpendicular to the wall of the building to which it is attached and shall not extend more than four feet from the façade wall to which it is attached.
3. A hanging sign may be attached to the ceiling of an outdoor arcade or underneath a canopy, awning, or marquee if it complies with the sign area, height, and clearance standards of this section.
4. Projecting and hanging signs shall maintain a minimum six-inch clearance from the façade of any building.
5. Decorative supporting structures for projecting signs are encouraged and shall not count toward the maximum square footage of signs allowed, however, in no case shall the supporting structure exceed six square feet.
6. The maximum sign area for a projecting sign shall be six square feet.
7. The maximum sign area for any single hanging sign shall be four square feet.
8. All components of the projecting sign shall have a minimum clearance of eight feet above an adjacent sidewalk or walkway and 16 feet above any adjacent driveway or portion of a private lot used for vehicular circulation.
9. Projecting signs shall not be internally illuminated.
10. Projecting and hanging signs must be suspended from brackets approved by the Building Director and contain no exposed guy wires or turnbuckles.
11. Projecting or hanging signs shall not extend nearer the curb line of any street or walk more than two feet.
12. If such projecting sign is illuminated it shall be by indirect lighting methods such as gooseneck lighting.

9-11-6. Freestanding Signs

A. All new freestanding signs shall be a monument sign unless within 1,000 feet of the centerline of Interstate 565, in which case, one pole sign may be permitted in accordance with Section 9-11-6.H.

B. A sign that is placed on two posts, which are no more than one foot in height from grade to the bottom of the sign cabinet or sign face, shall be considered a monument sign for the purposes of this article.

C. Monument signs shall be set back a minimum of 20 feet from any lot line in a residential or agricultural zoning district unless additional setbacks are required for electronic message centers.

D. Up to 50 percent of a freestanding monument sign area may include changeable copy in all districts. Changeable copy signs may be manual or electronic message centers (See Section 9-11-6.I).

E. All signs shall be subject to the illumination of signs pursuant to Section 9-8-8.

F. The signs allowed in Table 9-1 are per street frontage. The number of signs and/or sign area allowed for lots with multiple street frontages may not be aggregated and placed on a single street frontage.

G. All permanent freestanding signs shall be in a landscaped area equal to or larger than the total sign area of the applicable sign. Such landscaped area may be an area that fulfills any landscaping requirements of this code.

1. The landscaped area shall include all points where sign structural supports attach to the ground.
2. Exposed sign foundations shall coordinate with the building and be constructed with a finished material such as brick, stone, or wood, or be screened with evergreens to the top of the anchor bolts.

Table 9-1: Maximum Sign Area and Height for Freestanding Signs

Zoning Districts	Maximum Sign Area (Square Feet)			Maximum Sign Height (Feet)	Maximum Sign Width (Feet)
	0 to 100 Feet of Lot Frontage	101 to 250 Feet of Lot Frontage	251 or More Feet of Lot Frontage		
B-1	20	30	40	6	6
B-2	40	70	100	10	12
B-3, UC, M-1, and M-2	55	105	155	15	15

H. **Interstate Sign Allowances.** When a lot backs to the right-of-way of I-565, such lot may include a freestanding interstate pole sign that meets the following standards:

1. The sign shall be in addition to any monument sign allowed on the same lot. However, if the subject lot has multiple street frontage, then only one pole sign and one monument sign shall be permitted in accordance with this article.
2. The pole sign shall have a maximum height of 35 feet as measured from the elevation of the roadbed of Interstate 565, at its closest point to the sign, to the top of the highest point of the sign structure.
3. If the lot is located entirely within 1,000 feet of the center point of an overpass of Interstate 565, the pole sign may have a maximum height of 65 feet as measured from the grade at the base of the sign.

4. The maximum sign area shall be 300 square feet.
5. The sign may only be erected in the rear yard, except where a side yard might physically adjoin the I-565 right-of-way. In no case may an interstate pole sign be erected in the front yard.
6. Applications for Interstate Signs must include engineer-stamped drawings, verifying wind load, fall area, and any additional information as required by the Director or Building Director.

I. **Electronic Message Centers.** Electronic message centers shall only be permitted as part of a permanent monument sign in the B-2 or B-3 Districts. All the following standards shall apply to all electronic message centers:

1. Electronic message centers are only permitted on lots that are a minimum of one acre in size and the lot shall have street frontage on a major highway, arterial, or collector road.
2. Any monument sign with an electronic message center shall be set back a minimum of 350 feet from any lot line in a residential zoning district.
3. If more than one monument sign is permitted on a lot, only one monument sign may contain an electronic message center.
4. Any message change shall be a static, instant message change.
5. Messages can only change once every 10 seconds or more.
6. The transition time between messages shall be less than one second.
7. All electronic message centers shall contain a default mechanism that will cause the sign to revert immediately to a black screen if the sign malfunctions or shall be turned off manually within 24-hours of a malfunction.
8. Only Light Emitting Diodes (LED) technology or similar quality signs shall be permitted for electronic message centers.
9. The electronic message center shall come equipped with an automatic dimming photocell, which automatically adjusts the display's brightness based on ambient light conditions.
10. The brightness level shall not increase by more than 0.3 foot candles (or 3.23 lumens per square meter or lux) (over ambient levels) as measured using a foot candle meter at a pre-set distance.
11. The procedure and distances for measurement of brightness shall be as established by the International Sign Association's Recommend Night- time Brightness Levels for On-Premise Electronic Message Centers.

9-11-7. Signs at Driveway Entrances or Intersections. Permanent signs shall be permitted near driveway entrances to a street and at intersections of internal drives under the following provisions:

A. Driveway signs shall be set back at least five feet from all lot lines but in no case shall the sign be set back more than 25 feet from the driveway entrance or intersection of internal drives.

B. Driveway signs are prohibited in the B-1 District.

C. One driveway sign may be permitted per individual driveway or internal intersection.

D. Driveway signs may not exceed four square feet in area and 30 inches in height.

E. Driveway signs may be internally or externally illuminated.

F. Driveway signs shall not be included in the total calculated allowed signage for a property under the remainder of this article.

9-11-8. Drive-Through Signs

A. Up to two freestanding drive-through signs shall be allowed for each stacking lane in a drive-through facility provided the total aggregate sign area of all drive-through signs, for each facility, does not exceed 72 square feet. In no case shall a single drive-through sign exceed 40 square feet in sign area.

B. Drive-through signs are prohibited in the B-1 District.

C. If a drive-through sign is completely screened from view from any right-of-way or adjacent residential uses, there shall be no maximum sign area.

D. Drive-through signs shall only be permitted in a side or rear yard.

E. Drive-through signage shall not be included in the total calculated allowed signage for a property under the remainder of this article. Any signs attached to a wall of building or the structure shall be calculated as part of the building signage allowance in Section 9-11-5.

F. No drive-through sign shall exceed seven feet in height measured from the grade of the adjacent driving surface to the top of the sign.

G. Drive-through signs may have an electronic message center subject to Section 9-11-6.

H. Drive-through signs may be internally or externally illuminated.

9-11-9. Master Sign Plan

A. The master sign plan allowance established herein is to provide for additional permanent signage for large-scale, mixed-use developments. The master sign plan provides a review process where any mixed-use development that includes more than 25 acres or contains buildings with a cumulative floor area of more than 300,000 square feet or more can submit a master sign plan package that illustrates all the signage that will be used on the lot and the relationships of all these signs to the development.

B. The Director shall have the authority to permit the submission of a master sign plan for a project that does not comply with the project size requirement above if:

1. The project is a stand-alone, mixed-use project that contains both commercial or office uses with a residential component;

2. The proposed project will be part of a larger planned development that will have a master sign plan with similar standards and design; or

3. The master sign plan is part of a TND, UC, or MU district development.

C. **Master Sign Plan Requirements**

1. Master sign plans may be submitted to the Planning Commission for any nonresidential or mixed-use development that meets the acreage or square foot threshold above, and where the applicant wishes to submit a single, comprehensive sign plan for review.

2. A master sign plan is intended to promote consistency among signs within a development and enhance the compatibility of signs with the architectural and site design features within a development, as well as with the surrounding neighborhood.

3. A master sign plan may include more than one freestanding sign per frontage and increases to the maximum height of freestanding signs and maximum sign area allowance where the signage will contribute to the overall design of the development as well as comply with any of the city's adopted plans or policies.

4. Master sign plans may include up to a 25 percent increase in the maximum building sign area allowed pursuant to Section 9-11-5.
5. An application for review of a master sign plan shall include:
    a. A master sign plan, drawn to scale, delineating the site proposed to be included within the master sign plan and the general locations of all permanent signs including freestanding and building signs and the property lines, buildings and roadways;
    b. Drawings and/or sketches indicating the dimensions in square feet, location and sign area for all the permanent signs;
    c. Drawings and/or sketches indicating the exterior surface details of all buildings on the site on which wall signs, awning signs, canopy signs, projecting signs, window signs or other building signs are proposed;
    d. Samples or photos of colors and materials to be used for signs and the relationship to the building materials; and
    e. Information regarding the illumination of any signs.
6. To approve a master sign plan, the Planning Commission must find all of the following:
    a. That the plan's contribution to the design of the site and surrounding area will be superior to the quality that would result under the regulations and standards of this article;
    b. That the signs proposed as part of the master sign plan will create a uniform sign package for the site related to materials, lighting, design and other features of the individual signs; and
    c. That the proposed signs are compatible with the style or character of improvements and are well-related to each other in terms of location and spacing.
7. The Planning Commission may impose reasonable conditions to a master sign plan necessary to carry out the intent of this article.
8. No building permits or other permits required for the construction of any sign shall be issued unless the sign is in compliance with the approved master sign plan.
9. An approved master sign plan may only be amended or modified through the same review process required for its approval.

Section 9-12. Temporary Signs

The following temporary signs shall be permitted anywhere within the City provided they meet the established standards.

9-12-1. Standards that Apply to all Temporary Signs

A. Temporary signs shall not be mounted, attached, affixed, installed, or otherwise secured in a manner that will make the sign a permanent sign.

B. No temporary sign shall be mounted, attached, affixed, installed, or otherwise secured in a way that protrudes above the roofline of a structure.

C. Unless otherwise specifically stated, temporary signs shall not be illuminated.

D. A temporary sign may be an on-premises sign or an off-premises sign.

E. No temporary sign may be located in a public right-of-way except as provided for in Section 9-8-7.

F. No temporary sign shall require a foundation, support, wiring, fittings, or elements that would traditionally require a building permit or electrical permit.

G. No streamers, spinning, flashing, or similarly moving devices shall be allowed as part of or attachments to temporary signs.

H. All temporary signs shall be secured in such a manner as to prevent swinging or other significantly noticeable movement resulting from the wind that could pose a danger to people, vehicles, or structures.

I. Mobile signs on wheels, runners, casters, parked trailers, parked vehicles, or other temporary or movable signs shall not be permitted unless otherwise specifically stated in this article.

J. Because of the nature of materials typically used to construct temporary signs and to avoid the unsightliness of deteriorating signs and all safety concerns that accompany such a condition, reuse of temporary signs shall require replacement when such sign is deteriorated.

K. Any temporary sign type that is not specifically allowed by this section shall be prohibited.

9-12-2. Sign Permits for Temporary Signs

A. Unless otherwise stated, a sign permit for temporary signs shall be required for temporary signs that exceed 12 square feet.

B. Only one temporary sign type shall be issued permit(s) to the same business license holder, on the same site, for the same business at any one time.

9-12-3. Temporary Yard Signs Allowed without Time Limitation. The following temporary yard signs are allowed on any lot without any time restrictions; however, such signs shall be subject to the maintenance requirements of this article.

A. Table 9-2 establishes the maximum amount of total sign area allowed per lot frontage along a public street.

B. Where lots have multiple street frontage, the maximum sign area shall be permitted for each frontage and cannot be aggregated and located on a single street frontage.

Table 9-2: Maximum Sign Area for Temporary Yard Signs

Maximum Sign Area (Square Feet)			
0 to 100 Feet of Lot Frontage	**101 to 200 Feet of Lot Frontage**	**201 to 300 Feet of Lot Frontage**	**301 or More Feet of Lot Frontage**
24	36	48	60

C. The maximum sign height shall be six feet unless otherwise allowed in Section 9-12-4.

D. The signs are limited to yard signs subject to the sign-specific standards in Section 9-12-5.

E. There shall not be a maximum number of signs but the maximum sign area for any individual sign shall be six square feet in an agricultural and residential zoning district and eight square feet in all other zoning districts.

9-12-4. Additional Temporary Sign Allowances. In addition to the temporary signs allowed in Section 9-12-3 above, the following additional signage is permitted in accordance with this article.

A. **Temporary Signs at Entrances to Residential or Assisted Living/Nursing Home Developments.** Two temporary yard signs may be permitted at the entrance of any subdivision, multi-family development, assisted living/nursing home development, or equivalent along an arterial or collector street provided that the sign meets the following requirements:

1. Each sign may have a maximum sign area of 36 square feet.
2. No such sign or any portion of the structure shall exceed 12 feet in height.
3. The sign may only be illuminated through an external light source.
4. The sign(s) may only be installed while the project is under construction and shall be removed within three years after the temporary sign permit has been issued.

B. **Temporary Signs in Nonresidential Districts**

1. In addition to the signage allowed year-round pursuant to Section 9-12-3, Table 9-3 establishes the total square footage, height, and allowances for additional temporary signs allowed on each individual lot, in the zoning districts listed in Table 9-3. Nonresidential zoning districts include all zoning districts except for agricultural and residential zoning districts.
2. Each sign type shall be subject to the sign-specific standards in Section 9-12-5.

Table 9-3: Temporary Sign Allowances in Nonresidential Zoning Districts

Sign Type	Zoning Districts	Maximum Sign Area (Square Feet)	Maximum Sign Height (Feet)	Time Limit
Banner Signs	Nonresidential Zoning Districts except B-1	See Section 9-12-5-1.		
Feather Signs	Nonresidential Zoning Districts except B-1	24	8	14 consecutive calendar days, four times per calendar year
Yard Signs	All Nonresidential Zoning Districts	24	6	14 consecutive calendar days, four times per calendar year

9-12-5. Standards for Temporary Sign Types

A. **Banner Signs**

1. There shall be no maximum number of banner signs provided the aggregate total square footage of all banner signs at one time does not exceed the 36 square feet per establishment except paragraph (e) below.
2. Banner signs may be attached to a fence, or other similar structure. Banner signs attached to posts and mounted in a yard or landscaped area shall be regulated as a temporary yard sign. Banner signs may only be attached to a building in accordance with Section 9-12-1.

3. The maximum height standard for temporary signs shall not apply to a banner sign but such signs shall not be mounted in a manner that extends above the roofline of a building or the top of the structure on which it is mounted.
4. Banner signs shall be permitted for up to 14 consecutive calendar days, four times per calendar year. This does not include signs allowed pursuant to Section 9-12-5.A.5.
5. For certificate of occupancy applications related to the establishment of a new use within an existing building, a banner sign may be approved for up to 60 consecutive calendar days to cover the existing permanent signs or for the area where a new permanent wall sign will be located. Such banner sign shall not exceed the sign area of the permanent sign and shall require a sign permit. No extension may be granted after the 60-day time limit.

B. **Feather Signs**

1. There shall be a maximum of one feather sign per 100 feet of lot frontage allowed on any lot at one time and such signs shall be separated by a minimum of 50 feet.
2. The signs shall be securely anchored in the ground or within a portable base designed for such function.
3. The sign shall be setback from any right-of-way and any parking space a minimum distance equal to its height.

C. **Yard Signs**

1. There shall be no maximum number of yard signs provided the aggregate total square footage of all yard signs at one time does not exceed the maximum sign area allowed in Section 9-12-3 for residential uses or Table 9-3 for nonresidential uses.
2. There shall be a maximum of two faces to the sign, mounted back-to-back.

Section 9-13. Maintenance

9-13-1. Every sign shall be maintained in a safe, presentable, and good structural condition at all times, including the replacement of a defective part, painting, cleaning, and other acts required for the maintenance of the sign.

9-13-2. Whenever a sign is to be removed pursuant to the requirements of this section, all parts of the sign and supporting structure (e.g., pole, monument, cabinet structure, etc.), excluding buildings for wall, projecting, or similar signage, shall be removed in its entirety. This section shall not require the removal of a raceway if mounted to such structure on a building.

9-13-3. The Director or Building Director may order the removal or repair of any sign that has become insecure, in danger of falling or otherwise unsafe, or presents a threat to the public safety.

ARTICLE 10
ADMINISTRATION AND ENFORCEMENT

Section 10-1. Purpose

Many city officials, commissions, and boards are responsible for the administration and enforcement of this Ordinance. This Article sets forth their respective responsibilities and duties. The processes and procedures by which they carry out these duties regarding applications and violations are contained in Article 11.

Section 10-2. Director of Development Services

The Director of Development Services (the "Director") or his or her designee has many duties and responsibilities related to this Ordinance including, but not limited to, the following list.

10-2-1. Decide all requests for site and building design approval for properties not subject to the review and approval of the Planning Commission or Madison Station Historic Preservation Commission.

10-2-2. Subject to applicable law, decide applicant or staff requests for interpretation of the intent or meaning of provisions of this Ordinance.

10-2-3. Decide all requests for interpretation of zoning district boundaries in certain instances where:

A. Zoning district boundaries divide a single lot, and

B. Actual street layouts or rights-of-way differ from those on the Official Zoning Map where these features were intended to reflect zoning district boundaries.

10-2-4. Serve as staff to the City Council, Planning Commission, Zoning Board of Adjustment and Appeals, Madison Station Historic Preservation Commission, and Mural Advisory Board coordinating the placement of land use items on agendas in coordination with other City officials, providing information regarding any agenda items brought before them as required by this Code, and providing a professional recommendation as noted in this section.

10-2-5. Serve as Co-Chair of the Technical Review Committee, establish meeting agendas and protocol, and forward committee recommendations to the decision-making body designated in this Ordinance.

10-2-6. Establish submittal requirements, review procedures, and application forms for all applications required by this Ordinance.

10-2-7. Ensure all public notice requirements are met as required for planning items.

10-2-8. Make recommendations on changes to the schedule of fees related to administration and enforcement.

10-2-9. Maintain the Official Zoning Map and ensure the accuracy of map amendments resulting from any amendment to the Ordinance that changes zoning district boundaries.

10-2-10. As permitted by law, conduct inspections of buildings, structures, design features, and land to determine compliance with the provisions of this Ordinance.

10-2-11. Enforce all rules and regulations of the Ordinance as noted in the text and those not assigned to another official, board, or commission.

10-2-12. Issue zoning permits and authorize approval of related permits and certificates of occupancy.

10-2-13. Maintain the Official Zoning Ordinance.

10-2-14. Maintain all records related to the administration and enforcement of the code.

10-2-15. Grant minor waivers as outlined in this Ordinance.

10-2-16. Perform any other ministerial review and approval required or as may be assigned to ensure proper administration of and compliance with this Ordinance.

Section 10-3. City Engineer

The City Engineer has specific duties and responsibilities related to the administration and enforcement of this Ordinance including, but not limited to, the following list.

10-3-1. Review, recommend, and approve proposals for development infrastructure such as, but not limited to, stormwater, streets, driveway connections, pedestrian and bicycle facilities, and utility easements.

10-3-2. Review, recommend, and approve proposals for development subject to the environmental standards contained within this Ordinance and the City Code.

10-3-3. Serve as Co-Chair of the Technical Review Committee.

10-3-4. Advise the Director, Planning Commission, and City Council as needed and provide testimony to the Zoning Board of Adjustment and Appeals as may be required.

10-3-5. Coordinate reviews and approvals with other local, state, and federal agencies and utility providers as may be needed or desired.

10-3-6. Assist the Director with the enforcement of this Ordinance as needed.

Section 10-4. City Building Director

The City Building Director has specific duties and responsibilities related to the administration and enforcement of this Ordinance including, but not limited to, the following list.

10-4-1. Review and make recommendations on proposals for the addition or alteration of structures.

10-4-2. Conduct inspections of buildings, structures, design features, and land to determine compliance with the provisions of this Ordinance.

10-4-3. Advise the Director, Planning Commission, and City Council as needed and provide testimony to the Zoning Board of Adjustment and Appeals as may be required.

10-4-4. Assist the Director with the enforcement of this Ordinance as needed.

Section 10-5. Technical Review Committee

The Technical Review Committee, as created and empowered in Chapter 28, Article IV, of the City of Madison Code of Ordinances, has the following duties and responsibilities related to this Ordinance.

10-5-1. Review and make recommendations on development applications as indicated by this Ordinance.

10-5-2. Review and make formal written recommendations on changes to this Ordinance or the Official Zoning Map.

10-5-3. Advise the Director as needed and requested on matters related to the administration and enforcement of this Ordinance.

Section 10-6. City Council

The City Council, as authorized by the Code of Alabama, has the following duties and responsibilities related to this Ordinance.

10-6-1. Adopt and, from time to time, amend this Ordinance and the Official Zoning Map.

10-6-2. Appoint certain members of the Planning Commission, Zoning Board of Adjustment and Appeals, Madison Station Historic Preservation Commission, and Mural Advisory Board.

10-6-3. Adopt other laws and policies as may be necessary to administer and enforce this Ordinance.

10-6-4. Adopt a fee schedule for the administration and enforcement of this Ordinance.

10-6-5. Hear appeals on decisions of the Mural Advisory Board.

Section 10-7. Planning Commission

The Planning Commission, as established in Chapter 28, Article II, of the City of Madison Code of Ordinances, has the following duties and responsibilities related to this Ordinance.

10-7-1. Review and make formal recommendations on changes to this Ordinance and the Official Zoning Map.

10-7-2. Approve waivers to the sidewalk completion and maintenance requirements pursuant to the City's Subdivision Regulations.

10-7-3. Adopt comprehensive plans and master plans, which may have a bearing on the Zoning Map and Zoning Ordinance.

10-7-4. Review and approve site plans, except as otherwise provided in this Ordinance.

Section 10-8. Madison Station Historic Preservation Commission

The Madison Station Historic Preservation Commission, as established in Chapter 28, Article III, of the City of Madison Code of Ordinances, has the following duties and responsibilities related to this Ordinance.

10-8-1. Issue Certificates of Appropriateness for exterior changes to and for the erection or demolition of any structure in the historic district.

10-8-2. Recommend to the City Council areas for designation as historic districts.

10-8-3. Review and make formal recommendations on amendments to this Ordinance and the Official Zoning Map that have the potential to impact the integrity of designated historic districts and properties.

Section 10-9. Mural Advisory Board

The Mural Advisory Board, as established in Chapter 28, Article VI, of the City of Madison Code of Ordinances, has the following duties and responsibilities related to this Ordinance.

10-9-1. Issue Certificates of Approval for murals installed on the exterior of buildings in the city.

10-9-2. Provide guidance to the City Council on mural regulations.

Section 10-10. Zoning Board of Adjustment and Appeals

10-10-1. Establishment. The Zoning Board of Adjustment and Appeals (also sometimes referenced as the "Board of Adjustment"), shall have the powers and duties specified in this Ordinance and Alabama law. Members are appointed as provided by Alabama law.

10-10-2. Rules of Procedure. The Board shall adopt procedural rules necessary for the conduct of its affairs and in keeping with the provisions of this Ordinance and Alabama law.

10-10-3. Quorum & Voting. The concurring vote of four members of the Board shall be necessary to reverse any order, requirement, decision, or determination of Director; to decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance; or to affect any variation in the application of this Ordinance.

10-10-4. Meetings. Meetings of the Board shall be held at the call of the chair and at such times as the Board may determine. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the office of the Planning Department. The chair, or, in his/her absence, the acting chair, may administer oaths and compel the attendance of witnesses. All meetings of the Board are open to the public. All requests shall be conducted as public hearings and the applicant as well as the general public may speak in favor or against such requests at the meeting. Any party may appear by agent or attorney.

10-10-5. Powers and Duties. The Board shall have the following powers and duties.

A. **To Hear and Decide Appeals**. The Board shall, upon proper application, hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Director or his/her designee in the performance of their duties. Appeals to the Board may be taken by any person aggrieved or by any officer, department, board, or bureau of the City affected by any decision of the Director. Such appeal shall be taken within a reasonable time, as provided by the Board's Rules of Procedure, by filing with the Director and with the Board a notice of appeal specifying the grounds for the action. In exercising this power, the Board shall reverse or affirm, wholly or in part, or may modify the order, requirement, decision, or determination and to that end, shall have the powers of the officer from whom the appeal is taken.

B. **To Grant Variances**. The Board shall, upon proper application, hear and authorize in specific cases such variances from the terms of this Ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship, and in a manner such that the spirit of the Ordinance shall be observed and substantial justice done.

C. **To Approve Special Exception Permits**. The Board shall, upon proper application, hear and decide Special Exceptions pursuant to the provisions of this Ordinance.

10-10-6. Decisions Final. All decisions rendered by the Board shall be final and binding on all parties. No request for an appeal, special exception, or variance shall be heard, and no further application shall be accepted, once a decision has been given, except under one or more of the following conditions. Where no error is alleged and no new evidence is available, a new or more effective presentation by the applicant shall not constitute grounds for rehearing any decision of the Board.

A. New evidence or information pertinent to the request has been discovered that was not available to the applicant at the time of the original hearing.

B. The decision resulted from an error in procedures required by this Ordinance or State law made by the Board or Director.

C. The decision resulted from an error in substantive law under the provisions of this Ordinance or the Code of Alabama.

Any applicant requesting a rehearing shall appear before the Board to present one or more of the qualifying conditions. If the Board finds that one or more of these conditions exists, the applicant shall be permitted to submit a new application, together with the required fees. The new application shall be heard at a subsequent meeting and shall be subject to all regular advertising and procedural requirements. Allowing an application for rehearing to proceed does not obligate the Board to grant the request.

10-10-7. Appeals from Decisions by the Board of Adjustment. Any person aggrieved by any decision of the Board may appeal to the appropriate Circuit Court within 15 days of the entry of the decision upon the record.

Section 10-11. Enforcement

10-11-1. Whenever any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained; or any building, structure, land subdivision, or use is in violation of this Ordinance, the City may institute any appropriate civil or criminal action or proceeding authorized by the City of Madison Code of Ordinances or the Code of Alabama to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; to restrain, correct, or abate such violation; to prevent occupancy of a building, structure or land in violation; or prevent any illegal act, conduct, business, or use in or about such premises. Specific remedies include, but are not limited to, the following as well as any other remedies permitted under Alabama State Law.

A. **Permit Revocation**. The Director may revoke any zoning permit issued by staff after written notification to the permit holder when violations of this Ordinance have occurred, when false statements or misrepresentations were made in securing the permit, work is being or has been done in substantial departure from the approved application or plan, or a permit has been mistakenly issued in violation of this Ordinance.

B. **Stop Work Orders**. Whenever a building, structure or part thereof is being constructed, demolished, renovated, altered, or repaired in substantial violation of any applicable provision of this Ordinance, the Director or Building Director may order the specific part of the work that is in violation, or would be when the work is completed, to be immediately stopped. The stop work order shall be in writing, directed to the person doing the work, and shall state the specific work to be stopped, the specific reasons for cessation, and the action(s) necessary to lawfully resume work.

C. **Criminal Penalties**. Any person, firm, or corporation who violates any provision of this Ordinance or any order promulgated by an officer of the City charged with its enforcement or administration shall, upon conviction, be guilty of a misdemeanor and shall be punished by a fine not exceeding $500.00 or by imprisonment or hard labor not exceeding six months or both, provided, that no penalty shall consist of the fine or sentence or imprisonment exceeding the maximum fine and sentence established under State law for the commission of a substantially similar offense.

D. **Injunction**. When a violation occurs, the City Council may, upon the recommendation of the Director, either before or after the institution of other authorized action, apply to the appropriate division of court for a mandatory or prohibitory injunction commanding the defendant to correct the unlawful condition or cease the unlawful use of the property.

E. **Order of Abatement**. The Director may apply to either the City Council or, with the permission of the City Council, to the Circuit Court for an order of abatement. If to the City Council, the Director may proceed pursuant to §11-47-117 of the Code of Alabama or Chapter 22 of the City Code regarding Nuisances, which includes provisions for the abatement of unsafe structures and dangerous buildings. If the City seeks an injunction in Court, the City may also apply for and the

Court may enter into an order of abatement as part of the judgment in the case. Orders of abatement from either the City Council or Court may direct any or all of the following actions:

1. Buildings or other structures on the property be closed, demolished, or removed.
2. Fixtures, furniture or other moveable property be moved or removed entirely.
3. Improvements, alterations, modifications, or repairs be made or removed.
4. Any other action be taken that is necessary to bring the property into compliance with this Ordinance

F. **Withholding Approvals**. Any violation of this Ordinance shall constitute grounds for withholding new building permits directly related to the violation until the violation has been corrected, including the payment of all fines and fees and the planting of all trees and vegetation required as mitigation.

10-11-2. Continuing Violation. If a violation is repeated within a two-year period from the date of the initial violation, it shall be considered to be a continuation of the initial violation and shall be subject to additional penalties and remedies. A repeat violation is one which is identical to or reasonably similar to a previous violation for which a warning citation or violation notice has been issued by the City.

10-11-3. Each Day is a Separate Violation. Each day any violation of this Ordinance continues after notice of the violation constitutes a separate offense.

Section 10-12. No Effect on Immunities

This Ordinance is adopted only to provide a service for the public as a whole and is not for the benefit of any individual person or entity. By the adoption of this Ordinance, the City and its agents, officers, and employees accept no duty for the benefit (intended or unintended) of any person, including but not limited to any owner, mortgagee, lien holder, landlord, tenant, occupant, roomer, invitee of any type, trespasser, or any of their agents, officers, or employees. Any duty alleged to arise under this Ordinance on the part of the City or any of its agents, officers, or employees for the benefit of any person is hereby expressly rejected. The City and its agents, officers, and employees hereby expressly reserve all applicable immunities existing under any doctrine, authority, or law (whether under the common law, statute, or otherwise), including but not limited to substantive immunity, qualified immunity, and discretionary function immunity. Save for the powers and remedies that this Ordinance gives to the City and to its agents, officers, and employees who are administering this Ordinance or otherwise performing its, his, or her official duties, this Ordinance does not create any private cause of action for the benefit of any person.

ARTICLE 11
PROCESSES AND PROCEDURES

Section 11-1. Approvals in General

11-1-1. Zoning Approval Required. No building or land shall hereafter be used or occupied, and no building or structure shall be erected, expanded, altered, or moved until zoning approval as required by this Ordinance has been issued.

11-1-2. Conformation to Adopted Comprehensive Plans Required. This Ordinance is intended to assist the City with the implementation of its adopted comprehensive plans. Any applications submitted under this Ordinance should demonstrate how the action requested:

A. Conforms to the intent, if not the specifics, of one or more adopted plans; and/or

B. Should be exempt from conforming to one or more adopted plans due to changed circumstances that render the plan(s)'s application on that property invalid or no longer in the public interest.

Section 11-2. Types of Zoning Approval

The following types of zoning approvals are required under this Ordinance.

11-2-1. Staff Administrative Approvals. The types of zoning approval addressed in Article 10 that City staff may issue administratively include, but are not limited to the following:

A. Zoning approval related to a building permit application.

B. Zoning approval related to issuance of a certificate of occupancy or minor home occupation permit.

C. Zoning approval for any or all the following unless expressly exempted or further conditioned in this Ordinance for the action described:

1. New use permitted in the applicant's property's applicable zoning district
2. Change of use permitted in the applicant's property's applicable zoning district
3. New structures and signs
4. Changes to structures and signs
5. Additions or modifications to off-street parking or access, shared facilities, and cross-connections
6. Modifications of required site and design features such as, but not limited to, landscaping, screening, environmental protection and control systems, and façade treatments
7. Additions or modifications to above-ground private utilities and green energy generators regulated by this Ordinance
8. Demolition

D. Plot plans for single-family and two-family dwellings.

E. Site plans for new commercial structures with less than 10,000 square feet and industrial buildings.

F. Site plans for changes to existing structures unless subject to other board approvals.

G. Engineering change orders for minor amendments to plans that do not increase density or intensity of use.

H. Administrative waivers.

11-2-2. Zoning Board of Adjustment and Appeals. The following types of zoning approval are required to be heard and decided by the Zoning Board of Adjustment and Appeals.

A. Special exceptions

B. Variances

C. To hear and decide appeals where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this Ordinance or amendment thereto. In exercising the power of administrative review, the board shall apply and not vary the terms of this Ordinance. Such appeals may include the following:

1. Hear and decide upon request for the interpretation of the provisions of this Ordinance;

2. Determine the precise location of boundary lines between zones when there is dissatisfaction with a decision regarding said subject by an administrative official; or

3. Classification of a use, which is not specifically mentioned within this Ordinance, for the purpose of determining the permissiveness of such use in any zone.

11-2-3. Madison Station Historic Preservation Commission. The following types of zoning approval are required to be heard and decided by the Madison Station Historic Preservation Commission:

A. Exterior modification to historic property

11-2-4. Planning Commission Approvals. The following types of zoning approvals are required to be heard and decided by the Planning Commission.

A. Site plans for new structures with 10,000 square feet or more, excluding structures used for industrial purposes.

B. Amendments to site plans approved by the Planning Commission that would result in a change to density or intensity of use.

11-2-5. City Council Approvals. The following types of zoning approval are required to be heard and decided by the City Council.

A. Zoning text amendments

B. Zoning map amendments (rezonings)

C. Initial zoning of newly annexed land

Section 11-3. Amendments to this Ordinance and the Zoning Map

11-3-1. Authority and Initiation. This Ordinance including the Zoning Map may, from time to time, be amended as authorized and prescribed in Sections 11-52-77–79 of the Code of Alabama, as amended. Proposed changes may be initiated by the City Council, the Planning Commission, the owner of property that is the subject of a request or upon which a requirement of this Ordinance applies, or a duly authorized representative of such owner.

11-3-2. Application. A complete application for an amendment to this Ordinance or the Zoning Map shall be submitted to the Department at least 30 days prior to the regularly scheduled Planning Commission meeting at which it is to be heard. All petitions shall be filed on an application form available from the

Department and must include all information indicated on that form in order to be deemed complete. The Planning Commission will not reconsider a rezoning petition following its denial by the City Council for a period of twelve (12) months.

11-3-3. Planning Commission Recommendation. The Planning Commission reviews and makes recommendations to the City Council on all proposed amendments to this Ordinance and the Zoning Map. The recommendation of the Planning Commission is advisory only and not binding on the City Council.

11-3-4. Planning Commission Public Hearing. Before the adoption of any amendment to this Ordinance or the Zoning Map, the Planning Commission will hold one or more public hearings. Notice of the place and time for such hearings will be sent by certified mail at least seven business days before the date of the meeting to:

A. All landowners within 500 feet of the nearest portion of the land proposed for rezoning. Notification.

B. The Airport Authority for any zoning text change that modifies the Airport Impact Overlay District Regulations or Figures or any zoning map change within the Airport Impact Overlay District Boundary.

C. Redstone Arsenal for any zoning change that may or will significantly affect any area or airspace that is within two miles of Redstone Arsenal.

11-3-5. Planning Commission Action. Unless otherwise required by law, the Planning Commission recommendation shall be by the affirmative votes of the majority of Commissioners present and voting. The Planning Commission may recommend approval or denial.

11-3-6. City Council Hearing and Decision. After receiving a recommendation from the Planning Commission, the City Council may hold a public hearing, deliberate, and make a decision on the application. Prior to the public hearing, the Council must follow public hearing notice requirements set forth in Sections 11-52-77–78 of the Code of Alabama, as amended. The Council may approve or deny the request by a majority vote of the members elected to the City Council.

Section 11-4. Initial Zoning of Newly Annexed Land

All newly annexed land or property that is brought into the corporate limits of the City of Madison, Alabama, shall receive a Zoning Map designation pursuant to the procedures listed in Section 11-3. Pursuant to Section 11-52-85 of the Alabama Code, an applicant for annexation may apply for ~~pre-~~zoning of property proposed for annexation in the City's corporate limits.

Section 11-5. Application for Zoning Approval

11-5-1. Proof of Compliance. It is the burden of the applicant to demonstrate intent to comply with this Ordinance, or provide proof of compliance, whichever is needed for approval.

11-5-2. Contents. The form and content of applications, although not expressly set out in this Ordinance, shall be determined by the Technical Review Committee as reflected on application forms and checklists available within the Department or on the Department website. All applicants should contact the Department if they need assistance determining which forms and processes apply to their application and if they have any questions about the content required.

Section 11-6. Inspections and Enforcement Authorized

Subject to applicable law, any person charged with the administration and enforcement of this Ordinance may enter upon any premises at any reasonable time for the purpose of making inspections of structures, features, or other aspects of the site necessary in carrying out their duties. If the Administrative Officer finds that any of the provisions of this Ordinance are being violated, they may take any action authorized in this Ordinance or applicable law to ensure compliance with and to prevent further violation of its provisions.

Section 11-7. Site Plan Required

For many types of zoning approval, whether administrative or quasi-judicial, a site plan is required to accompany the application. The required minimum contents of the site plan vary by the type of approval sought and are maintained on application forms or checklists available from the Department. In summary, site plans must contain enough information to demonstrate compliance with this Ordinance. Such information may include but is not limited to existing conditions and planned changes as further described in this Section 11-7.

11-7-1. Existing Conditions.

A. Physical characteristics of the property such as shape, dimensions, current uses, environmental features and constraints, natural and added landscaping, the location and number of parking areas and spaces, drainage and water control, and the location and nature of structures and access points.

B. Legal characteristics of the property such as ownership, rights-of-way, easements, and zoning.

C. Context characteristics of the property such as the location, zoning and use of adjacent properties, and proximity to and location of mobility networks, parks, preserved open space, and utilities that will serve the site.

D. Cultural characteristics of the property such as the presence of historic properties and other features of local significance whether they meet the definition of an historic property or not.

11-7-2. Planned Changes. Changes to any of the existing characteristics of a site must be shown as planned changes on the site plan. If planned changes are to be phased in over time, phase lines must be shown on the site plan or, if not spatially oriented in relation to one another, a list of changes by phase must be included in the application.

11-7-3. Site Plan Preparation. All site plans must be prepared by a qualified professional, such as an architect, landscape architect, or civil engineer.

11-7-4. Site Plan Review by TRC. All site plans must be reviewed by the Technical Review Committee (TRC). Site plans must be submitted no less than 30 days prior to a regularly scheduled TRC meeting. The number of copies required for a complete submittal is included on the appropriate application form (i.e. general application). In reviewing the site plan, the Technical Review Committee shall ascertain whether the proposed site plan is consistent with all regulations of this Ordinance and any other applicable law, ordinance, or regulation of any jurisdiction of competent authority for which the City has enforcement responsibility. Copies of completed applications may be forwarded to appropriate agencies outside the City for comments when applicable, and proof of approvals issued by other agencies may be required before site plan approval.

11-7-5. Site Plans Required for Planning Commission, Historic Preservation Commission, and Board of Adjustment Action. Site plans required for actions of the Planning Commission or Board of Adjustment must be submitted as part of a request for formal action (e.g. rezoning, variance) at least 30 days prior to the meeting at which the board is to consider the application. Site plan approval shall remain valid

for one year after the date of approval. However, if a valid building permit for proposed work authorized under a site plan has been issued, then approval shall remain in effect as long as a valid building permit remains in effect.

11-7-6. Exemption from and Addition to Site Plan Requirements. The Technical Review Committee (for administrative actions) or Board of Adjustment (for quasi-judicial actions) may exempt one or more site plan requirements on a case-by-case basis when they determine a requirement is unrelated to the proposal. Also, either may require additional information determined necessary to prove the applicant's intent to comply with City regulations or, in the case of the Board of Adjustment, to show changes related to conditions the board determines are necessary to make the required findings of fact.

11-7-7. Minor modifications to a Site Plan Requirement. The Technical Review Committee may approve minor variations to a site plan with an Engineering Change Order during construction to accommodate unforeseen onsite issues if those variations do not alter the location, character, use, function, intensity, capacity, or offsite impacts of the project. If the committee determines a request for a change exceeds its authority, the request must be submitted to the Planning Commission as a proposed amendment to the site plan.

11-7-8. Site Plan Amendments. Amendments to site plans originally approved by the Technical Review Committee may be approved following the same requirements and procedures as the original approval. No site plan approved as part of a Planning Commission, Historic Preservation Commission, Zoning Board of Adjustment and Appeals action shall be amended by the Technical Review Committee unless it meets the criteria for a minor modification. All other amendments must be approved by the applicable approving board following the same process and procedures required for initial approval.

Section 11-8. Special Exceptions

11-8-1. Authority and Initiation. Special exceptions may be issued by the Board of Adjustment as authorized in Section 11-52-80 of the Code of Alabama, as amended. Uses subject to the issuance of a special exception are listed in the Table of Uses in Article V.

11-8-2. Application. A complete application for a special exception shall be submitted to the Department at least 30 days prior to the regularly scheduled Board of Adjustment meeting at which it is to be heard. All petitions shall be filed on an application form available in the Department and must include all information indicated on that form in order to be deemed complete.

11-8-3. Required Findings of Fact. No special exception shall be approved by the Board of Adjustment unless all the following general findings of fact are made concerning the proposed special exception.

A. The use/design will not materially endanger the public health or safety if located, designed, and proposed to be operated according to the information submitted.

B. The use/design complies with all regulations and standards of this Ordinance.

C. The use will not substantially injure the value of adjoining properties, or the use is a public necessity.

D. The location and character of the use, if developed according to the information as submitted and approved, will be in harmony with the area in which it is to be located.

E. The use/design will not create traffic impacts that will endanger public safety or create or contribute to congestion.

F. That the proposed use/design will not be in conflict with but will further the objectives of all adopted plans for the area in which it is located.

11-8-4. Conditions. In granting a special exception, the Board may attach to it reasonable and appropriate conditions intended to minimize offsite impacts, protect in the surrounding area, and to promote public health, safety, or general welfare.

11-8-5. Failure to Act. Failure to begin or complete an action for which a special exception is granted within the time limit specified as a condition of its approval shall void the special exception.

11-8-6. Hearing and Decision. All meetings of the Board of Adjustment are open to the public. All requests shall be conducted as a quasi-judicial public hearing and the applicant as well as the general public may speak in favor or against such request at the meeting. Meetings shall be held at the call of the Chair of the Board of Adjustment and/or as prescribed in the Board of Adjustment By-Laws. Any party may be represented by an authorized agent or attorney.

Section 11-9. Variances to the Requirements of this Ordinance

11-9-1. Authority and Initiation. When owing to special conditions, a literal enforcement of the provisions of the Ordinance will result in unnecessary hardship, the Board of Adjustment shall have the power to vary or modify any of the regulations or provisions relating to the construction or alteration of buildings or structures on the land in a manner that meets required findings of fact and does not result in a use variance.

11-9-2. Application. A complete application for a variance shall be submitted to the Department at least 30 days prior to the regularly scheduled Board of Adjustment meeting at which it is to be heard. All petitions shall be filed on an application form available in the Department and must include all information indicated on that form in order to be deemed complete.

11-9-3. Required Findings of Fact. In order for the Board of Adjustment to conclude a variance is warranted, the board must make all the following findings of fact:

A. Unnecessary hardship would result from the strict application of this Ordinance, and this hardship:

1. Results from conditions that are peculiar to the property and do not apply generally to other properties in the zoning district, and
2. The hardship is not self-created.

B. The variance as approved:

1. Will be consistent with the spirit and intent of the ordinance;
2. Will not cause substantial detriment to adjacent property or harm the character of the district;
3. Will not allow the establishment of a use not otherwise permitted in the zoning district;
4. Will not extend a nonconforming use of the land;
5. Will not change the zoning district boundaries shown on the Zoning Map;
6. Will secure public safety; and
7. Will achieve substantial justice.

11-9-4. Profit is Not a Justification for a Variance. The fact that property may be used more profitably, should a variance be granted, shall not be considered grounds for issuance of a variance.

11-9-5. Conditions. In granting a variance, the Board may attach to it reasonable and appropriate conditions intended to minimize offsite impacts, protect in the surrounding area, and to promote public health, safety, or general welfare.

11-9-6. Failure to Act. Failure to begin or complete an action for which a variance is granted within the time limit specified as a condition of its approval shall void the variance.

11-9-7. Hearing and Decision. All meetings of the Board of Adjustment are open to the public. All requests shall be conducted as a quasi-judicial public hearing and the applicant as well as the general public may speak in favor or against such request at the meeting. Meetings shall be held at the call of the Chair of the Board of Adjustment and/or as prescribed in the Board of Adjustment By-Laws. Any party may be represented by an authorized agent or attorney.

Section 11-10. Administrative Waivers

11-10-1. Purpose. To encourage creative design, to avoid undue hardship, to allow minimal variations in approved plans to accommodate unforeseen site conditions, and to expedite the development approval process for projects within the City, a waiver of certain requirements contained within this Ordinance may be approved by the Director, or the Director's designee, provided the waiver meets the criteria in this Section.

11-10-2. Criteria

A. The waiver does not deviate more than 10 percent from any measurable standard of this Ordinance.

B. The waiver granted is the minimal waiver needed to address the site or design issue.

C. The waiver is needed to address unique conditions of the property, to preserve significant trees or site features, to connect pedestrian facilities, to protect historic features, to guarantee reasonable accommodation as required by the Americans With Disabilities Act, or to promote consistency of design that meets the intent of this Code.

D. The applicant has provided information sufficient to prove the need for and allow the Director to assess the impacts of the requested waiver.

11-10-3. Action and Appeal. The authority given to the Director to grant a waiver shall be construed to be permissive and not mandatory. The Director may determine that a request is too substantial in scope or potential impact to meet the requirements for a minor waiver. In such cases, the applicant has the right to appeal the Director's decision to the Board of Adjustment or to request a variance to any requirement of this Code according to Section 11-9 of this Ordinance.

Section 11-11. Appeals

11-11-1. Appeals from Administrative Decisions

A. In exercising its authority to grant appeals as prescribed in Section 11-52-80 of the Code of Alabama, as amended, the Board of Adjustment may reverse or affirm, wholly or in part, or may modify the order, requirement, decision, or determination appealed from, so long as such action is in conformity with this Ordinance.

B. The concurring vote of four members of the Board shall be necessary to decide in favor of the applicant.

C. Appeals may be taken by any person aggrieved or affected by any decision, or any order to stop, cease, and desist, issued by any administrative officer in enforcing the provisions of this Ordinance. Applications for appeal shall be submitted to the Director within 30 days after the date of the decision being appealed.

D. All meetings of the Board of Adjustment are open to the public. All requests shall be conducted as a quasi-judicial public hearing and the applicant as well as the general public may speak in favor or against such request at the meeting. Meetings shall be held at the call of the Chair of the Board of Adjustment and/or as prescribed in the Board of Adjustment By-Laws. Any party may be represented by an authorized agent or attorney.

E. In rendering a decision with respect to an appeal from any order, decision, or determination, the Board shall not render any decision which shall modify an order, decision, or determination which confers rights or privileges on the appellant that are not otherwise permissible under the strict interpretation of this language of this Ordinance.

11-11-2. Appeals from a Decision of the Board of Adjustment. Any person aggrieved by a decision of the Board of Adjustment may appeal to the County Circuit Court. The aggrieved party shall first file a written notice of appeal with the Board within 15 days after the Board's final decision. Thereafter, the aggrieved party must file the appeal with the proper circuit court within 45 days after the final decision of the Board and shall also serve the Board with the appeal at the office of the City Clerk as prescribed by Section 11-52-81 of the Code of Alabama, as amended.

Section 11-12. Stays

Any appeal or variance request stays all proceedings in furtherance of the action appealed from, unless the Director certifies that by reason of facts stated in the certificate a stay would, in his or her opinion, cause imminent peril to life and property. In such cases, proceedings shall not be stayed otherwise than by a restraining order which may be granted by a court of record.

Section 11-13. Decisions Final

11-13-1. Exceptions. All decisions rendered by the City Council and Board of Adjustment as authorized in this Ordinance shall be final and binding on all parties. No request for a new hearing on any item shall be considered once a decision has been given, except under one or more of the following conditions. Where no error is alleged and no new evidence is available, a new or more effective presentation by the applicant shall not constitute grounds for rehearing any decision.

A. New Evidence or Information. New evidence or information pertinent to the request has been discovered that was not available to the applicant at the time of the original hearing. New information includes, but is not limited to, the adoption of new policies, an amendment to this Ordinance or other laws, and changing land use patterns, or facts or circumstances that would change the nature and possibly the outcome of the request.

B. Error in Procedure. The decision resulted from an error in procedures required by the Ordinance or law made by the Council, Board, or Staff.

11-13-2. Request for a New Hearing. A request for a new hearing shall be heard by the Council or the Board of Adjustment, whichever is appropriate. If that board finds that one or more of the required conditions exists, the applicant shall be permitted to submit a new application.

11-13-3. New Application Requirements. Applications for a new hearing on a previous request are subject to the same application, fee, and hearing requirements as the original request.

Section 11-14. Administrative Fees

Fees related to the administration and enforcement of this Ordinance as approved by City Council are on file at City Hall and available upon request from the Department.

ARTICLE 12
DEFINITIONS

Section 12-1. Rules of Language and Construction

12-1-1. Interpretation of Selected Words and Terms

A. The word "person" includes a firm, association, organization, partnership, corporation, trust, company, and any other legal entity as well as an individual.

B. Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the usage clearly indicates otherwise.

C. Words used in the present tense include the future tense and the past tense.

D. Words used in the masculine gender include the feminine gender.

E. The word "lot" includes the word plot, parcel, or tract.

F. The words "used" or "occupied" as applied to any land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.

G. The words "Zoning Map", or "Madison Zoning Map", or “Official Zoning Map” shall mean the Official Zoning Map of Madison, Alabama, as amended.

H. The word "street" includes the word road, and vice versa.

I. The word "structure" includes the word building.

J. The words "shall," "must," and "will" are mandatory in nature implying an obligation or duty to comply with the particular provision.

K. The word "may" is permissive in nature except when the context of the particular use is negative as in “may not.” In such cases it shall be construed as being mandatory.

L. The word “city” or “City” shall mean the City of Madison, Alabama unless the context clearly indicates otherwise.

M. In the conjunction “and/or” the word “and” indicates that all connected items or provisions apply, and the word “or” indicates that the connected items may apply singularly or in combination.

N. The term "City Council," or “Council,” shall mean the City Council of Madison, Alabama.

O. The term "Planning Commission" shall mean the Planning Commission of Madison, Alabama.

P. The term "Zoning Board of Adjustment and Appeals," or “Board of Adjustment” shall mean the Zoning Board of Adjustment and Appeals of Madison, Alabama.

Q. The titles "Director" or “Planning Director” shall mean the Director of Development Services of Madison, Alabama or a person(s) properly designated to perform some or all the tasks of the Director.

R. The term “Planning Department” or “Department” shall mean the Department of Planning for Madison, Alabama.

S. The term “Engineering Director” shall mean the Director of Engineering for Madison, Alabama, or a person(s) properly designated to perform some or all the tasks of the Engineering Director.

T. The term “Director of Building” shall mean the Director of Building for Madison, Alabama, or a person(s)

properly designated to perform some or all the tasks of the Director of Building.

U. The term “Engineering Department” shall mean the Engineering Department of Madison, Alabama.

V. Any reference to an Article or Section shall mean an Article or Section of this Ordinance, unless otherwise specified.

12-1-2. Interpretation of Abbreviations

A. The abbreviation “FCC” shall mean the Federal Communications Commission of the United States.

B. The abbreviation “ALDOT” shall mean the Alabama Department of Transportation.

C. The abbreviation “ADEM” shall mean the Alabama Department of Environmental Management.

D. The abbreviation “FAA” shall mean the Federal Aviation Administration.

E. The abbreviation “MCA” shall mean the Redstone Arsenal Miliary Compatibility Area.

12-1-3. Computation of Time

A. References to “days” are to calendar days unless otherwise expressly stated. Reference to “business days” are references to regular working days of the City of Madison, excluding Saturdays, Sundays, and holidays observed by the City of Madison.

B. The time in which an act is to be completed is computed by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or holiday observed by the city, that day is excluded.

C. In the context of computing a time required by this Ordinance, a day concludes at the close of business (5:00 p.m. CST.) and any materials received after that time will be registered as received the following day.

12-1-4. Headings and Illustrations

Headings and illustrations are provided for convenience and reference only and do not define or limit the scope of any provision of this Ordinance.

12-1-5. Current Versions and Citations

All references to other city, county, state, or federal regulations in this Ordinance refer to the most current version and citation for those regulations and as they have been amended over time, unless expressly indicated otherwise.

12-1-6. Lists and Examples

Unless otherwise expressly indicated, lists of items or examples that use “including,” “such as,” or similar terms or abbreviations are intended to provide examples only. They are not to be construed as exhaustive lists of all possibilities.

12-1-7. Words and Terms associated with Telecommunications Facilities

All words and terms associated with telecommunications facilities necessary for administering the requirements of this Ordinance shall be the same as defined and used in Chapter 8, Article IV, Division 2 of the *City of Madison Code of Ordinances*.

Section 12-2. Definitions of Terms and Words

The following words and terms, when used in the interpretation and administration of this Ordinance, will have the meaning set forth below unless, otherwise specifically indicated in the text. Words and terms not defined in this Section will be interpreted according to their common dictionary meaning unless explicitly defined by

applicable titles within the Code of Alabama, state rule-making authorities, or applicable industry standards groups such as, but not limited to, the International Code Council, the North American Industry Classification System, the American National Standards Institute, and the American Society of State Highway and Transportation Officials.

A

Above Ground Level (AGL): The altitude expressed in the actual number of feet measured above the ground.

Access: A way of approaching or entering a property.

Access Way: One or more driving lanes intended for use by vehicles entering or leaving a Parking and Vehicular Use Area.

Accessory Building or Use: A building or use which: (1) is subordinate to and serves principal building or principal use; (2) is subordinate in area, extent, or purpose to the principal building or principal use served; (3) contributes to the comfort, convenience, or necessity of the occupants of the principal building or principal use; (4) is located on the same zoning lot as the principal building or principal use except as herein provided; and (5) is customarily associated with the principal use. Examples of customary accessory uses on residential lots include private garages, storage sheds, gazebos, and swimming pools.

Adjoining: Having property or district lines in common. In the instance of notification of a public hearing, property located across the street from a lot in question shall be considered as adjoining. The term adjoining means the same as "adjacent" or “contiguous.”

Airport: Huntsville International Airport.

Airport Authority: The Huntsville-Madison County Airport Authority, an Alabama public corporation, originally organized pursuant to Act 780 of the 1961 regular session of the Alabama legislature and subsequently reincorporated pursuant to Alabama Code Sections 4-3-1, *et seq*.

Airport Hazard: Any structure, tree, or use of land that obstructs the airspace required for the safe and efficient operation of the Airport or to the flight of aircraft in landing, taking-off, or maneuvering to or from the Airport.

Alley: A public right-of-way meeting the standards for alleys in the Subdivision Regulations that is designed to serve as a secondary access to abutting properties or the side or rear of those properties whose principal frontage is on some other street.

Alteration: This word is interpreted to include any or all of the following:

1. Any addition to the floor area, number of stories, height, or depth of a building or structure;
2. Any change in the location of any of the exterior walls of a building or structure;
3. Any increase in the interior accommodations of a building or structure;
4. Any change in the physical design of the façade, excluding color and similar superficial changes; and

5. Any change to a site that impacts access, the flow of pedestrians or vehicles, the configuration or location of parking or required landscaping, the number of parking spaces, and any other site characteristic regulated by this Ordinance.

Animal Day Care: A facility that regularly offers non-medical pet care service for companion animals including day care, grooming, training, and overnight boarding.

Assembly Uses: Structures and land designed to allow 50 or more people to congregate for civic, social, religious, or recreational functions. This definition includes but is not limited to theaters, arenas, coliseums, community and cultural centers, and places of worship.

Assisted Living: A living arrangement characterized by a residential setting in combination with personal custodial care assistance designed to respond to the individual needs of those who need help with the activities of daily living, but who do not require 24-hour nursing care. Services provided may include personal care assistance, meals, laundry, medication reminders, and similar services. Assisted living facilities do not provide extensive medical care or a program of rehabilitative services to their residents.

Assisted Living Facility: A facility meeting the requirements and definition of the Alabama State Board of Health, Alabama Department of Health, which includes an individual, individuals, corporation, partnership, limited partnership, limited liability company or any other entity that provides, or offers to provide, residence and personal care to three or more individuals who are in need of assistance with activities of daily living.

Association, or Associations: The association or associations of all owners of property charged with the perpetual maintenance and ownership of common open space and associated facilities, which is operated pursuant to recorded articles of incorporation and bylaws. This word includes the terms “homeowners association (HOA)” and “property owners association (POA)”.

Avigation Easement: An easement and right-of-way granted by the owner of real property to the Huntsville-Madison County Airport Authority, restricting the height of structures and trees and allowing the unobstructed passage of aircraft in designated altitudes above the owner's property, together with the right to cause in all airspace above the surface of the owner's property such noise, vibrations, fumes, dust, fuel particles, and other effects that may be caused by operations at the Airport, including the landing, taking-off, and operation of aircraft.

Awning: A structure made of cloth, metal, or other material affixed to a building in such a manner that the structure may be raised or retracted to a flat position against the building, but not including a canopy or marquee.

B

Bed and Breakfast: A use in which overnight accommodations and meals are provided to guests for compensation for periods of less than 30 continuous days within a dwelling unit occupied by the owner-proprietor**.**

Berm: See Landscape, Berm**.**

Boarding or Rooming House: A building other than a hotel, motel, café, or restaurant that contains not less than three nor more than nine guest rooms that are designed or intended to be used, let, or hired out for occupancy by individuals for longer than 30 days for compensation and where meals may be provided for three or more persons.

Brew Pub: A restaurant-brewery that sells 25 percent or more of its beer on-site and operates significant food services. The beer is brewed primarily for sale in the restaurant and bar and is often dispensed directly from the brewery's storage tanks. Where allowed by law, brew pubs often sell beer to-go and/or distribute to off-site accounts.

Buffer Strip: A strip of land established to protect one type of land use from another with which it is incompatible.

Building: A structure, including all of its attachments and appurtenances, having a roof supported by columns or walls and intended to be used for sheltering people, animals, property, or business activity.

Building Area: That portion of a lot remaining after required yard setbacks have been provided.

Building Height: The vertical distance measured from the grade to the highest point of the coping of flat roof; to the deck line of a mansard roof; or to the mean height level between the eaves and ridge of a gable, hip, or gambrel roof.

Building Line: A line parallel to the property line indicating the nearest building distance to the street right-of-way line that is permissible by this Ordinance.

Building, Principal: A building that contains or represents the principal use of the lot on which it is situated. In any residential district, any building containing a dwelling shall be the principal building on the lot upon which it is situated with the exception of accessory dwellings.

C

Canopy: A structure, other than an awning, made of cloth, metal, or other material which may be totally or partially attached to a building for the purpose of providing shelter to patrons or automobiles, or as a decorative feature on a building wall. A canopy is not a completely enclosed structure and cannot be raised or retracted.

Certificate of Occupancy: Official certification from the City that a premises conforms to the provisions of this Ordinance and the City's adopted technical codes and may be used or occupied.

Child and Adult Care Centers: An establishment licensed by and meeting the definition of the State of Alabama Department of Human Resources that provides less than 24-hour care, supervision, or guidance for one or more minor children or adults who are not related by blood, marriage, or adoption to the owner or operator of such establishment whether or not the establishment is operated for profit and regardless of whether there is a charge for services. The term includes daycare homes, day nurseries, kindergartens, day care centers, nursery schools, play schools, senior care, and care for the disabled.

Common Interest Development: A common interest development ("CID") is a real property development where property owners share a common set of financial obligations, property, and easement rights established in a set of recorded restrictions (e.g. property owners' association agreements). This term is limited to condominiums, community apartment projects, single-family detached housing built on commonly owned land, and similar facilities and developments regardless of ownership status.

Construction Equipment Sales and Rental: Establishments engaged in on-premises rental or sale of equipment used by contractors and builders in the construction of infrastructure, buildings, or other structures, including but

not limited to cranes, earth-moving equipment, and heavy trucks. Such businesses may also rent or sell smaller scale equipment.

Contiguous: Land or structures adjoining and touching other land or structures. For the purpose of this definition, land shall be considered contiguous regardless of whether or not portions of the parcels have separate tax numbers, or were purchased at different times, in different sections. Also, two or more parcels of land separated from each other by public or private easements or rights-of-way or public waterways shall also be considered contiguous provided they share a boundary.

Continuing Care Retirement Community: Age-restricted properties that include a combination of independent living, assisted living and skilled nursing services (or independent living and skilled nursing) available to residents all on one campus.

Coverage, Lot or Site: The percentage of a lot or site covered by roofs, balconies, fireplaces, architectural projections, or overhangs extending more than two and one-half feet from a wall, decks more than 42 inches in height above grade, and stairs. This also includes the square footage of all building projections into yards containing habitable floor area.

Craft Distillery: A distillery that meets all the following criteria:

1. A distillery who values the importance of transparency in distilling, and remains forthcoming regarding their use of ingredients, their distilling location and process, bottling location and process, and aging process.

2. A distillery that produces fewer than 750,000 gallons annually.

3. A distillery that has operating control over their distilled spirits plant.

D/E

Day-Night Average Sound Level (DNL): The 24-hour average sound level, in decibels, for the period from midnight to midnight, obtained after the addition of ten decibels to sound levels for the periods between midnight and 7:00 a.m. and between 10:00 p.m. and midnight, local time.

Data Center: A building or buildings that are occupied primarily by computers and/or telecommunications and related equipment where digital information is processed, transferred and/or stored, primarily to and from offsite locations. This use does not include computers or telecommunications related equipment that is secondary and customarily incidental to an otherwise permitted use on the property, such as servers associated with an office building. This use shall also include cryptocurrency mining, blockchain transaction processing, and server farms. A Data Center may include Data Center Accessory Uses.

Data Center Accessory Use: Ancillary uses or structures secondary and incidental to a Data Center use, including but not limited to: administrative, logistical, fiber optic, storage, and security buildings or structures; sources of electrical power such as generators used to provide temporary power when the main source of power is interrupted; electrical substations; utility lines; domestic and non-contact cooling water and wastewater treatment facilities; water holding facilities; pump stations; water towers; environmental controls (air conditioning or cooling towers, fire suppression, and related equipment); and security features, provided such data center accessory uses/structures are located on the same tract or assemblage of adjacent parcels developed as a unified development with a Data Center. The use shall not include energy generation systems used or intended to be used to supply power to the Data Center during normal operations.

Deck: A platform, either free-standing or attached to a building, but without a roof, that is supported by pillars, posts, or walls.

Dwelling: Any building or portion thereof that is principally used solely as a residence for a family.

Dwelling, Accessory: A secondary, smaller dwelling providing independent living quarters located on the same lot as a larger, primary dwelling. An accessory dwelling can be a unit attached to or under the same roof as a garage. Accessory dwellings may also be located under the same roof as or attached to the primary dwelling.

Dwelling, Four-Family: A building arranged to have four separate dwelling units.

Dwelling, Multi-Family: A dwelling unit in a building occupied by three or more residences.

Dwelling, Single-Family: A building arranged to have only one dwelling unit.

Dwelling, Three-Family: A building arranged to have three separate dwelling units.

Dwelling, Townhouse or Row House: Three or more attached residence structures separated by fire party walls.

Dwelling, Two-Family: A building arranged to be occupied by two families in two separate dwelling units.

Dwelling Unit: A single residence providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking, and sanitation, but not including units in hotels or other structures designed for transient residence.

Easement: An interest in land owned by another person, consisting in the right to use or control the land, or an area above or below it, for a specific limited purpose such as for electric, cable, gas, stormwater, or other utility lines, avigation, access, and maintenance. Easements are typically recorded in the land records of the applicable county pursuant to a recorded plat or other acceptable instrument. *(New)*

Essential Services: This term includes and is limited to public utility services such as water, sewer, gas, telephone, and electrical systems, including substations, lift stations, and similar ancillary installations necessary for the performance of these services, as well as public safety and emergency response stations. This term does not include private utilities such as community wastewater treatment and electricity generation when public utilities are available unless the appropriate public utility has designated the private utility as essential to a public system (e.g. peak shaving generators and distributed energy systems).

F

Façade: The exterior wall on the front, side, or rear elevation of a building regardless of whether the building side faces a street.

Façade, Primary: For the purpose of this Ordinance, a primary façade is a façade that faces directly onto a public street. For corner lots, the primary façade will be the one with the main entrance to the building. See *Figure A* below. For multi-tenant spaces, the primary façade shall be the façade related to the per-tenant lease portion of the façade or area subject to the lease.

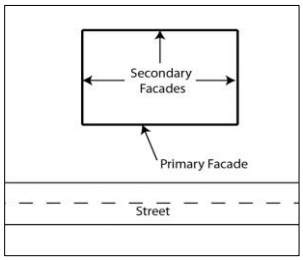


Figure B: Illustration of the primary façade versus the secondary facades

Façade, Secondary: For the purpose of this Ordinance , a secondary façade is a façade that does not face directly onto a public street. or does not contain the main entrance to the building. See *Figure A* above.

Family: An individual or two or more persons related by blood, marriage, or legal action, or a group not exceeding five persons living as a single housekeeping unit.

Family Care Facility: A facility that provides resident services to six or fewer individuals of whom one or more are unrelated. The individuals are handicapped, aged, disabled, mentally ill, or are undergoing rehabilitation and are provided services to meet their needs. This category involves uses licensed or certified by any federal, state, or county health/welfare agency.

Flood: A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland waters or the unusual and rapid accumulation or runoff of surface waters from any source.

Form 7460-1: FAA Application Form 7460-1, Notice of Proposed Construction or Alteration, which is available at FAA regional offices and on the Internet.

Frontage, Building: The length of an enclosed building facing a public or private street. When a business does not front a public right-of-way the Director shall have the authority to designate the building frontage. In structures with more than one business, the frontage of each business shall be calculated separately in determining its sign area. See *Figure B* below.

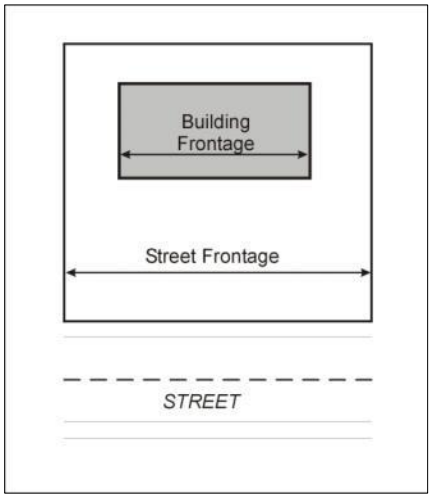


Figure C: Illustration of building frontage versus street frontage

Frontage, Lot or Street: The distance for which the front boundary line of the lot and the street line are the same. See *Figure B* above.

Fully Shielded: A technique or method of construction and/or manufacture which does not allow any light dispersion to shine above the horizontal plane from the lowest light emitting point of the light fixture. In addition, the light emitting, distributing, reflecting, and refracting components of the light fixture, i.e., lamp, lens, reflective surface, etc., shall not extend beyond the shielding of the fixture. Any structural part of the light fixture providing this shielding shall be permanently affixed to the light fixture.

G

Glare: Artificial light that causes annoyance, discomfort, or loss of visual performance and visibility.

Ground Cover: Plants, mulch, gravel, and similar landscape elements used to provide visual interest in the landscape and prevent soil erosion, compaction, weeds, or evaporation of soil moisture.

Group Care Facility: A facility that provides resident services to at least seven or more individuals, of whom one or more are unrelated. These individuals are handicapped, aged, disabled, mentally ill, or are undergoing rehabilitation and are provided services to meet their needs. This category involves uses licensed or certified by any federal, state or county health/welfare agency.

Group Home: A residence meeting the requirements of Section 11-52-75.1 of the Code of Alabama.

H/I/J/K

Hedge: *A row of shrubs or small trees that are planted close to each other in order to form a boundary.*

Helipad: A heliport without auxiliary facilities such as waiting room, helicopter parking, fueling, and maintenance equipment.

Heliport: An area, either at ground level or elevated on a structure, that is used or intended to be used for the takeoff and landing of helicopters, and includes some or all the various facilities useful to helicopter operations, including helicopter parking, waiting room, fueling, and maintenance equipment.

Historic Property: Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register maintained by the United States Secretary of the Interior, and any other property so designated by the State of Alabama or local ordinance.

Home Occupation: An occupation or business activity conducted in whole or in part in or at a dwelling unit where the home occupation is clearly subordinate to the residential use of the dwelling.

Hotel, Motel, Motor Hotel, Motor Lodge, Tourist Court: These terms are to be considered synonymous terms and mean a building or a group of buildings in which sleeping accommodations are offered for rental to transient lodgers on a daily, weekly, or monthly basis without a lease. These words and terms do not include multi-family dwellings, rooming houses, boarding houses, bed and breakfasts, or short-term rentals.

Human Scale: The practice of designing structures, streets, and other places humans inhabit and use that match the physical and cognitive characteristics of humans. Features such as, but not limited to, large monolithic structures, overly wide streets, long blank building walls visible to the public, and speed limits that are hostile to pedestrians are examples of design that is not human scale.

Imaginary Surfaces: The imaginary surfaces that help to define acceptable height limits established by the FAA and Department of Defense, according to military branch and runway type, e.g., Class A versus Class B.

Installed: The initial installation of fixtures, structures, equipment, stormwater systems, landscaping, and similar items required by or regulated by this Ordinance. This term includes, but is not limited to, lighting fixtures, plumbing fixtures, signage, retention ponds, solar panels, landscape screens, and HVAC units.

Junk Yard: The use of any portion of a lot or tract for the outdoor storage and/or sale of waste paper, rags, scrap metal, or other junk including storage of junked motor vehicles, large appliances, or machinery, in whole or in part. *(Amended)*

Kennel: A place of business, whether a primary or secondary use, that provides temporary shelter for small animals or engages in commercial breeding of more than three small animals such as domesticated dogs, cats, birds and small mammals typically kept in the home that are more than six months old. Kennels associated with licensed veterinary clinics or hospitals are separately defined and regulated.

L

Landscape Berm: A planted or landscaped elevated ground area between two other areas generally designed to restrict view and to deflect or absorb noise or light.

Landscape Elements: Organic material (living or non-living), ornamental inorganic material (river rock, brick, tile, statuary, etc.), and water features used to differentiate an area from surrounding materials.

Landscape Island: A landscaping feature surrounded on all sides by driving and/or parking surfaces.

Landscape Peninsula: An interior landscaping feature attached on only one side to perimeter landscaping, buildings, etc., and surrounded on all other sides by PVA.

Landscaping, Interior: Treatment of grade, ground cover, vegetation, and ornamentation located on the interior of a lot or parking area.

Landscaping Mulch: An organic landscape element (pine straw, bark chips, wood chips, etc.) placed on the ground to stabilize soil, protect roots, limit weed growth, and otherwise promote tree and shrub growth by simulating the role of natural forest leaf-litter.

Landscaping Mulch Bed: An area, generally bordered by a retaining device, with a covering of landscaping mulch over the soil.

Landscaping, Perimeter: Treatment of grade, ground cover, vegetation, and ornamentation located on the exterior of a lot or parking area excluding landscaping between a parking area and buildings on the same property.

Light Pollution: Any artificial light that causes a detrimental effect on the environment, and/or enjoyment of the night sky or causes undesirable glare or light trespass.

Light Trespass: Artificial light that produces an unnecessary and unwanted illumination of an adjacent property.

Lighting, Gooseneck: A type of light fixture in which a lamp or lightbulb is attached to a flexible, adjustable shaft to allow the user to position the light source without moving the fixture or item to be illuminated. For the purposes of this article, the lighting is directed on a sign element.

Live/Work Unit: Structures that combine a separate residence and workplace typically designed where the residence is located above the workplace.

Loading Space, Off-street: A space designated for loading and/or unloading. *(Amended)*

Local Impact Issue: Any adoption or amendment of a proposed zoning plan, comprehensive master plan, or land development regulations that, if approved, may or will significantly affect any area or airspace that is within two miles of a military installation.

Lot: A tract, plot, or portion of a subdivision or other parcel of land shown on a recorded final map or record of survey pursuant to an approved subdivision of land intended as a unit for the purpose, whether immediate or future, of transfer of ownership or for building development.

Lot, Corner: A lot that occupies the interior angle at the intersection of two street lines.

Lot Line, Front: That portion of a lot that fronts upon a street, also known as a street line. In the case of corner lots where there are two street fronts, the front lot line shall typically be the shortest street frontage but shall be determined by the Director.

Lot Line, Rear: Any lot line that is generally parallel to a front lot line and does not intersect a street line.

Lot Line, Side: Any lot line that is not a front lot line or a rear lot line.

Lot Depth: The mean horizontal distance between the front and rear lot lines.

Lot of Record: A lot which is part of a subdivision, a plat of which is recorded in the Office of the Probate Judge, or a lot described by metes and bounds, the description of which is likewise recorded.

Lot, Through: A lot having frontage on two dedicated parallel or approximately parallel streets.

Lot Width: The distance between side lot lines measured at the front setback line.

Low Impact Design: Systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration, or use of stormwater in order to protect water quality and associated aquatic habitat. It is an approach to land development (or re-development) that works with nature to manage stormwater as close to its source as possible employing principles such as preserving and recreating natural landscape features, minimizing impervious surfaces to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product.

Luminous Tube Lighting: Gas-filled tubing which, when subjected to high voltage, becomes luminescent in a color characteristic of the particular gas used, e.g. neon, argon, etc.

M

Makerspace: A shared workshop or studio space catering to artisan craftwork and manufacturing not rising to level of industrial production.

Marquee: A permanent structure projecting beyond a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.

Manufactured Home: A structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, built on a permanent chassis, designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities, transportable in one or more sections, and in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet.

Manufactured Home Park: A parcel of land under single ownership, designed, maintained, intended or used for the purpose of supplying a location or accommodations for two or more manufactured homes for non-transient use. This definition shall not include mobile home sales lots on which unoccupied manufactured homes are parked for purposes of inspection and sale.

Manufactured Home Park Stand: An area within the manufactured home park that has been improved for a single manufactured home as provided in this Ordinance.

Microbrewery: A brewery that produces less than 15,000 barrels of beer per year and sells 75 percent or more of its beer off-site. Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and directly to the consumer through carry-outs and/or on-site taproom or restaurant sales.

Military Compatibility Area (MCA): The term “Military Compatibility Area” is used to formally designate a geographic area where military operations may impact local communities and, conversely, where local activities may affect the military’s ability to conduct its mission.

Multi-Purpose Venue: A facility that can accommodate a minimum of 3,000 individuals at one time.

N

Noise Impact Zone (NIZ): The overlay district in which land uses in close proximity to the Airport may be conditioned or prohibited in order to mitigate noise impact to people and activities on the ground. The Noise Impact Zone is depicted in Exhibit B to Article 4 of this Ordinance and divided into three separate zones, as shown on the Noise Impact Zone Map: NIZ Zone 1, NIZ Zone 2, and NIZ Zone 3.

Noise Level Reduction (NLR): The amount of noise level reduction achieved through incorporation of sound attenuation (between outdoor and indoor levels) in the design and construction of a structure.

Nonconforming Feature: Any site or building feature existing at the time of adoption of this Ordinance, or an applicable amendment to this Ordinance that first rendered a feature nonconforming, that does not conform to the regulations of the district in which it is located.

Nonconforming Lot: Any lot existing at the time of adoption of this Ordinance, or an applicable amendment to this Ordinance that first rendered a lot nonconforming, that does not conform to the regulations of the district in which it is located.

Nonconforming Manufactured Home Park: Any manufactured home park existing at the time of adoption of this Ordinance, or an applicable amendment to this Ordinance that first rendered a Manufactured Home Park nonconforming, that does not conform to the regulations of the district in which it is located.

Nonconforming Sign: Any sign that was erected legally prior to the adoption of this Ordinance, or an applicable amendment to this Ordinance that first rendered a sign nonconforming, but which does not comply with subsequently enacted sign restrictions and regulations or a sign that does not conform to the sign code requirements.

Nonconforming Structure: Any structure existing at the time of adoption of this Ordinance, or an applicable amendment to this Ordinance that first rendered a structure nonconforming, that does not conform to the current regulations of the district in which it is located.

Nonconforming Use: Any use of land or structures existing at the time of adoption of this Ordinance, or an applicable amendment to this Ordinance that first rendered a use nonconforming, that does not conform with the current regulations of the district in which it is located.

Non-Residential Use: A use that is not a residential use or accessory to a residential use.

O/P/Q/R

Obstruction: Any structure or tree, plant, or other object of natural growth that penetrates an imaginary surface. An obstruction can also mean anything that is determined to interfere with the established air traffic pattern, even if that object or device does not penetrate an imaginary surface.

Obstruction Free Zone (OFZ): The overlay district in which structure or tree heights in close proximity to the Airport may be conditioned or prohibited to preclude the presence of Airport Hazards. The Obstruction Free Zone is depicted in Exhibit A to Article 4 of this Ordinance and is divided into eight separate zones, as shown on the Obstruction Free Zone Map: OFC Zone 1, OFC Zone 2, OFC Zone 3, OFC Zone 4, OFC Zone 5, OFC Zone 6, OFC Zone 7, and OFC Zone 8.

Open Space: Any piece of land that is undeveloped (i.e., contains no buildings and is predominately free of other structures) and which may be accessible to the public. Open space may contain paths, lighting, benches, bike racks, or similar structures.

Outdoor Light Fixtures: Outdoor electrically powered illuminating devices, outdoor light or reflective or refractive surfaces, lamps and similar devices including all parts used to distribute the light or protect the lamp, whether permanently installed or portable, that are used for flood lighting, general illumination or advertisement.

Outdoor Recreation Facility: An area designed for active recreation, whether publicly or privately owned, including, but not limited to, baseball and softball diamonds, soccer, lacrosse, cricket, and football fields, golf courses, tennis and pickleball courts, greenways, and swimming pools.

Parking and Vehicular Use Area (PVA), Off-Street: An area, other than on public right-of-way, designated for the parking and movement of vehicles.

Parking and Vehicular Use Area (PVA), Underground: A parking area completely covered by a structure or by grass or other landscaping elements.

Parking Garage: A structure used for parking of vehicles having one or more parking levels above the grade of surrounding land.

Parking Lot: See Parking and Vehicular Use Area (PVA), Off-Street.

Parking Space: A designated area for the parking of a motorized or non-motorized vehicle.

Part 77: The federal regulations on Safe, Efficient Use, and Preservation of the Navigable Air Space codified at 14 C.F.R. § 77.1 through 14 C.F.R. § 77.41.

Passage: A pedestrian connector passing between buildings typically providing shortcuts through long blocks or connecting street fronts to rear parking areas.

Path: A pedestrian way traversing a park or open space area. Paths should connect directly with the sidewalk network at the urban edge.

Personal Enrichment Services: Provision of instructional services or facilities, including photography, fine arts, crafts, dance or music studios, driving schools, business and trade schools, diet centers and reducing salons, fitness studios, and yoga or martial arts studios.

Plants, Deciduous: Plants that shed their leaves during their dormant season and produce new leaves the following growing season.

Plants, Evergreen: Plants that retain their leaves during their dormant season.

Porch: An open or covered platform, usually having a separate roof, at an entrance to a dwelling, or an open or enclosed gallery or room, which is not heated or cooled, that is attached to the outside of a building.

Premises: A parcel of land with its grounds, appurtenances, and buildings that functions as a unit. For the purpose of this Ordinance, an outparcel along the perimeter of a shopping center or similar multi-tenant use that contains a freestanding building and a parking area separate from the shopping center as indicated on an approved site plan shall be considered a premises separate from the premises of the shopping center.

Professional Office: An office used as a place of business by licensed professionals, or persons in other generally recognized professions, which primarily use training or knowledge of a technical, scientific or other academic discipline rather than manual skills, and which does not involve outside storage or fabrication, or on-site sale or transfer of merchandise as a primary activity. This use includes medical offices.

Public Access Easement: A grant by a landowner to the public for ingress and egress across private lands, commonly to provide vehicular and pedestrian access to public improvements, infrastructure, utilities, parking areas, drive aisles, open spaces, or other specified purposes. A public access easement does not constitute fee simple ownership of the land.

Public Right-of-Way: The right of passage held by the public in general to travel on roads, freeways, and other thoroughfares. When used in this context, right-of-way includes the roadway, shoulders or berm, ditch, and slopes extending to the right-of-way limits under the control of the State of Alabama, the City of Madison, or county governments.

Qualified Professional: A professional licensed and registered in the state of Alabama performing services only in their areas of licensure, certification, or registration. This term shall include only registered arborists, land surveyors, landscape designers, registered engineers, registered architects, and registered landscape architects.

Residence: A residence is (1) a domicile; or (2) a family's place of habitation for a period of 180 continuous days or more. This term does not include transient occupancy. Related terms, including, but not limited to, the terms reside, residing, resident, and residential, shall have meaning consistent with the term residence.

Runway: The paved surface of the Airport used for the landing, taking-off, or taxiing of aircraft.

S

Satellite Dish: A dish or bowl-shaped antenna of any size, other than a direct broadcast satellite (DBS) dish as defined in the Federal Telecommunications Act of 1996, used to collect and receive satellite transmissions of television signals or other electronic data.

Setback Line: A line across the front, side, rear of any property that delineates an area adjoining a property line in which erection of a building or other structure is prohibited except as otherwise provided in the Ordinance. All setbacks along streets and alleys shall be measured from the ultimate right-of-way after dedication.

Sexually Oriented Business: Any business exhibiting any one or more of the following characteristics:

1. The business holds itself out to the public as a "sex business," "adult business," or similar by advertising itself as such in the local media or through the use of signage or other forms of communication. Use of the letters "XXX" or the terms "sex" or "adult" in signage or advertising shall create a presumption that the business is a sexually oriented business.

2. More than five percent of the business' stock in trade or five percent of its gross floor area consists of instruments, devices, or paraphernalia either designed as representations of the female breasts or human genital organs, or designed or marketed for use primarily to stimulate the human genital organs.

3. The business offers for sale, rent, or on-premise viewing or listening any written, printed, pictorial, film, videotape, electronic media, or other material which is designed or marketed for use primarily to stimulate the human genital organs.

4. A sex parlor, massage parlor, nude studio, modeling studio, love parlor, adult bookstore, adult movie theater, adult video arcade, adult motel, or other commercial enterprise which has as its primary business the offering for sale, rent, or exhibit, or the exhibit of, items or services intended to provide sexual stimulation or sexual gratification to the customer.

Short-term Rental: A residential dwelling unit or residential accessory building that is offered for rent for periods of less than 30 consecutive days. This term includes uses referred to as vacation rentals, transient rentals, short-term vacation rentals, and resort dwelling units.

Shrub: A woody plant, generally multi-stemmed, of smaller stature than a tree.

Sign: Any object, device, display, or structure, or part thereof, visible from a public place, a public right-of-way, any parking area or right-of-way open to use by the general public, or any navigable body of water that is designed and used to attract attention to an institution, organization, business, product, service, event, or location by any means involving words, letters, figures, designs, symbols, fixtures, logos, colors, illumination, or projected images. The term "sign" does not include the display of merchandise for sale on the site of the display.

Sign, Air-Activated Graphic: A sign, all or any part of, which is designed to be moved by action of forced air so as to make the sign appear to be animated or otherwise have motion. See also the definition for "Sign, Balloon."

Sign Area: The entire display area of a sign including the advertising surface located on one or more sign faces and any framing, trim and molding, but not including the supporting structure as measured pursuant to this Ordinance.

Sign, Awning: A sign painted on, printed on, or attached flat against the surface of an awning.

Sign, Balloon: A sign that is an air inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or a structure, and equipped with a portable blower motor that provides a constant flow of air into the device. Balloon signs are restrained, attached or held in place by a cord, rope, cable, or similar method. See also the definition for "Sign, Air-Activated Graphic."

Sign, Banner: A temporary sign constructed of canvas, plastic, fabric or similar lightweight, non-rigid material that can be mounted to a structure with cord, rope, cable, or a similar method. Where a banner sign is supported by stakes or another type of supporting structure for posting in the ground, such sign shall be classified as a "Sign, Yard."

Sign, Billboard: A permanent sign in a fixed location that meets any one or more of the following criteria: It is a separate principal use of the property, not auxiliary or accessory; it is a freestanding sign with a sign area in excess of 300 square feet, or a sign that is otherwise defined in this Ordinance.

Sign, Building: Signs that are attached to the building including wall signs, projecting signs, awning signs, marquee signs, hanging signs, pole-mounted banner signs, and canopy signs.

Sign, Canopy: A sign attached to the soffit or fascia of a canopy of a covered entrance or walkway.

Sign, Changeable Copy: A sign designed so that the characters, letters or illustrations can be changed or rearranged manually or electronically without altering the sign display surface. May also be known as readerboards. See also the definition of "electronic message center."

Sign, Channel Letters: A sign that consists of custom-made metal or plastic letters that are covered in a translucent plastic material, often internally illuminated. The space between the letters is not part of the sign structure but rather the building façade though the space may count toward the sign area depending on how the letters are grouped and calculated in accordance with the standards of this Ordinance.

Sign Copy: Those letters, numerals, and figures, symbols, logos, and graphic elements comprising the content or message of a sign.

Sign, Drive-Through: Any signage allocated along a drive-through lane that is oriented toward the customer or user in the drive-through lane.

Sign, Electronic Message Center (EMC): A sign designed so that the characters, letters or illustrations can be changed or rearranged automatically on a lampbank or through mechanical means (e.g. electronic or digital signs).

Signs, Electronic Static/Instant Sign Change: On electronic message centers, a static or instant message change is when one message changes to another message instantly without scrolling, flashing, or other movement of the message.

Sign Face: The surface of the sign upon, against, or through which sign copy is placed.

Sign, Feather: A temporary sign that is constructed of lightweight cloth, canvas, plastic fabric or similar lightweight, non-rigid material and that is supported by a single vertical pole mounted into the ground or on a portable structure that may resemble a sail, bow, or teardrop.

Sign, Flashing: A sign designed to attract attention by the inclusion of a flashing, changing, revolving, or flickering light source or a change of light intensity.

Sign, Freestanding: Any sign supported upon the ground by a monument, pedestal, bracing, or other permanent measure and not attached to any building. See also the definition of “Sign, Monument” or Sign, Pole.”

Sign, Hanging: A sign that is affixed underneath and hanging, or suspended, from a marquee, awning, canopy, or ceiling of a building or structure.

Sign Height: The vertical distance to top of sign structure as measured pursuant to the standards in this Ordinance.

Sign, Marquee: A sign attached to and made a part of a marquee or any similar projections from a building, with changeable, fixed or both types of lettering in use.

Sign, Monument: A permanent freestanding sign other than a pole sign, not attached to a building, which is placed upon or supported by the ground independently of any other structure, typically on a monument or pedestal structure.

Sign, Moving: A moving sign is a sign designed to attract attention by physical movement of all or parts of the sign including rotation, motion, or by the perception of motion.

Sign, On-Premise: A sign with a message that relates to an activity located on the same premises.

Sign, Permanent: A sign permitted by this code to be located on the premises for an unlimited period of time and designed to be permanently attached to a structure or the ground.

Sign, Pole: A permanent freestanding sign supported by one or more uprights, poles or braces placed in or upon the ground surface and not attached to any building.

Sign, Pole-Mounted Banner: Any rigid cloth, plastic or canvas sign, with no enclosing framework, that is mounted to a building at one or more edges or on a pole.

Sign, Portable: Any sign not attached to the ground or a sign designed to be transported, including signs designed to be transported by means of wheels.

Sign, Projecting: A sign that is affixed perpendicular to a building or wall and extends more than eighteen inches beyond the face of such building or wall.

Sign Raceway: A thin rectangular structure mounted to a façade that encloses wiring and other electrical components for a sign that channel letters or other sign components are then mounted to in order to prevent the need to drill an excessive number of holes in a façade for the mounting of individual sign components.

Sign, Temporary: A sign that is neither permanently anchored to the ground, nor permanently affixed to a structure, nor mounted on a chassis, and/or is intended for a limited period of display.

Sign, Wall: A sign attached directly to an exterior wall of a building with the exposed face of the sign in a plane parallel to the building wall. A wall sign shall include cornice and transom signs as allowed in the Historic District.

Sign Width: The horizontal distance across the widest part of a sign structure as measured pursuant to the standards in this Ordinance.

Sign, Window: A sign attached to, in contact with, placed upon or painted on the window or door of a building that can be viewed from the outside of such building. This does not include merchandise located in a window. A structure that would be considered a sign if mounted on the exterior of the building, but which is mounted inside the building and oriented to be visible through the window by a person outside of the window shall be considered a window sign for the purposes of this Ordinance.

Sign, Yard: Any temporary sign placed on the ground or attached to a supporting structure, posts, or poles, that is not attached to any building.

Sound Attenuation: Measures that are incorporated into the design and construction of a structure to achieve noise level reductions to a compatible DNL.

Special Exception: A use that would not be appropriate generally or without restriction throughout a zoning division or district, but which, if controlled as to number, area, location, or relation to the neighborhood, would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or the general welfare.

Speech, Commercial: Any sign, wording, logo, or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service, or other commercial activity.

Speech, Noncommercial: Any sign, wording or logo that does not represent a commercial message or commercial speech. See also "speech, commercial."

Story: That portion of a building or structure included between the upper surface of any floor and the upper surface of the floor next above.

Street: A dedicated and accepted public right-of-way or an approved private thoroughfare for vehicular traffic that affords the principal means of access to abutting property, not including an alley.

Street, Frontage: All the property on one side of a street between two intersecting streets (crossing or terminating), or if the street is dead ended, then all of the property abutting on one side between an intersecting street and the dead end of the street.

Street Line: The dividing line between a right-of-way and the contiguous property.

Structure: Any construction, production, or piece of work artificially built up or composed of parts purposefully joined together whether permanently attached or moveable. This includes temporary and permanent structures intended for residential or non-residential use. The word structure also includes fences, walls, berms, billboards, poles, pipelines, transmission lines, towers, antennae, smokestacks, and signs but excludes patios, walks, access drives, or similar paved areas.

Subdivision Regulations: Mean the Subdivision Regulations of the City of Madison as they may be amended from time to time.

T/U/V/W/X

Tall Structure: Any building, structure, or unit within a multiunit building with a vertical height of more than 200 feet measured from the top of the foundation of the building, structure, or unit to the uppermost point of the building, structure, or unit. The term does not include: wind energy facilities, electrical transmission towers, slender structures, or minor vertical projections of a parent building, including, but not limited to, chimneys, flagpoles, flues, spires, steeples, belfries, cupolas, antennas, poles, lines, or wires, except that no such structure or vertical projection may project more than 20 vertical feet above the parent building within a MCA. The term also does not include any communications structures requiring antenna structure registration pursuant to 47 C.F.R. § 17.4.

Telecommunications Facility (or Wireless telecommunications facility): A cellular phone tower, small cell technology facility, or other similar wireless telecommunications facility. Wireless telecommunications facilities are further defined in Chapter 8, Article IV, Division 2 of the Madison City Code.

Temporary Events: Activities and entertainment that principally occur one time or for a limited duration typically outside or with the use of temporary structures including festivals, circuses, fairs, carnivals, outdoor retail sales, and concerts.

Temporary Seasonal Uses: Retail sales of seasonal products, including Christmas trees, Halloween pumpkins, and strawberries.

Transient: The term transient means an individual or family who is temporarily boarding, rooming, lodging, or otherwise staying in a place for a period of less than 180 continuous days. Where there is a legal arrangement,

including a lease, that purports to have a term of 180 continuous days or more, but which has been negotiated to allow or allows for a shorter term in an attempt to evade the length-of-stay requirement, the individual or family shall nevertheless be treated as being engaged in a transient stay.

Tree: A woody plant, generally with no more than one or two principal stems.

Tree, Caliper: Trunk diameter of a tree used in landscaping, measured at breast height.

Tree, Crown: The branches and leaves of a tree or shrub with the associated upper trunk.

Tree Trunk: A principal upright supporting structure of a tree or shrub, which may also be referred to in this Ordinance as a "stem."

Uplighting: Any artificial light source that distributes light above an imaginary horizontal plane passing through the lowest light emitting point of the light fixture.

Urgent Care Center: A freestanding walk-in care clinic where primary health care is provided usually at an hourly rate.

Variance: An official permission to do something other than what is normally allowed under the terms of this Ordinance granted by the Board of Adjustment in accordance with the provisions of this Ordinance and applicable law.

Visibility/Sight Triangle: An area of critical visibility in which vertical features are restricted in the interest of vehicular and pedestrian safety.

Wind Energy Facility: Facility for the generation of electricity by wind power.

Y/Z

Yard: An open area on the same lot as a structure at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of the principal structure from the ground upward, including a front yard, side yard, or rear yard.

Zoning District: Any part of the City of Madison in which zoning regulations are uniform.

ORDINANCE NO. 2026 - 175

CITY OF MADISON'S REQUEST TO AMEND THE OFFICIAL ZONING ORDINANCE TO ALLOW SHORT-TERM RENTALS

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

SECTION 1. That the Madison Zoning Ordinance, as last amended, is further amended as set forth below:

Section 6-4. Table of Uses

6-4-1. The following Table of Uses indicates how, where, and if uses are permitted in each district except for the TND District. This district is quite unique in that it is further subdivided into subdistricts. Uses within each TND subdistrict are listed in Section 6-4-2. Use and development restrictions within overlay districts are addressed in Article 5.

Use Description *P = permitted by right* *C = conditional use approved by staff* *PC = conditional use approved by PC* *SE = special exception approved by ZBA*	**RESIDENTIAL**									**MIXED-USE**		**NON-RESIDENTIAL**					
	R-1	**R-1A**	**R-1C**	**R-2**	**R-3**	**R-3A**	**R-4**	**RZ**	**RC-2**	**UC**	**MU**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**AG**
Short-Term Rentals*	C	C	C	C	C	C	C	C	C	C	C						C

6-4-2. Table of Uses for TND Subdistricts

The following Table of Uses for TND Subdistricts indicates how, where, and if uses are permitted in each subdistrict.

Use Description *P = permitted by right* *C = conditional use approved by staff*	**TND-MR (Mixed Residential)**	**TND-NC (Neighborhood Center)**	**TND-NE (Neighborhood Edge)**
Short-Term Rentals*	C	C	C

6-5-1. Accessory Uses and Structures

A. **In General**. Accessory uses must be located on the same lot as the principal use or structure, except when one or more adjoining lots, not separated by a street, are held under the same ownership and the commonly held lots are being used as a single property. In such cases, an accessory use may be located on a commonly held adjoining lot. Accessory structures are subject to location and setback conditions as specified in Section 5-7-2.

B. **Accessory Dwelling Units**

1. No single-family dwelling or lot shall have more than one accessory dwelling unit.
2. No accessory dwelling unit shall be held in separate ownership from the principal dwelling unit, nor sold separately from the principal dwelling unit.
3. Accessory dwelling units may only have one kitchen.
4. Accessory dwelling units detached from the principal dwelling shall be part of an accessory detached garage. A unit may not exceed 1,000 square feet and the total structure (unit and garage) may not exceed 25 percent of the primary dwelling. The detached structure shall be designed to be architecturally compatible with the principal dwelling unit using similar materials, colors, and roof forms.
5. Accessory dwelling units attached to the principal dwelling unit or its attached garage shall be designed and attached in such a manner as to create an architecturally unified whole, with internal access provided, and not resulting in any change to the visible character of the street. A covered breezeway is not an acceptable form of attachment. The entrance to the accessory dwelling unit shall not be visible from the street in front of the principal dwelling unit.
6. The accessory dwelling unit must be compliant with all dimensional requirements for the underlying zoning district.
7. Additional driveways to the lot to accommodate the accessory dwelling unit are prohibited.
8. One additional on-site parking space must be provided for the accessory dwelling unit. The parking space must be paved and have an area of at least 180 square feet.
9. The City of Madison reserves the right to inspect the accessory dwelling unit for compliance.

6-5-37. Short-Term Rentals

A. All Short-Term Rentals within the City of Madison shall be permitted only when in full compliance with the City of Madison Code of Ordinances.

Section 12-2. "Definitions of Terms and Words" is hereby amended by the addition of the following definition in appropriate alphabetical order:

Short-term Rental: A residential dwelling unit or residential accessory building that is offered for rent for periods of less than one hundred eighty (180) consecutive days. This term includes uses referred to as vacation rentals, transient rentals, short-term vacation rentals, and resort dwelling units. Hotels, motels, bed and breakfasts, and other land uses explicitly defined and regulated by the Zoning Ordinance of the City of Madison separately from short-

term rentals are not considered short-term rentals. Excludes a rental between parties to the sale of such dwelling unit or building where valid documentation of the sale is provided. Excludes rentals of property subject to the Alabama Uniform Residential Landlord and Tenant Act, Code of Ala. § 35-9A-101 et seq.

SECTION 2. Effective Date. This Ordinance shall become effective upon the final passage and adoption thereof by the City Council of the City of Madison, Alabama, and upon publication of its adoption as required by law.

SECTION 3. That this Ordinance shall become effective upon publication of its publication in the *Madison County Record* as required by law 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, this 22nd day of June 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

ORDINANCE NO. 2026-201

AN ORDINANCE ESTABLISHING REGULATIONS CONCERNING SHORT-TERM RENTALS IN THE CITY OF MADISON, ALABAMA

WHEREAS, pursuant to Section 11-52-1 et seq. of the *Code of Alabama* (1975), a municipality is authorized to enact zoning ordinances and provide for the administration and enforcement thereof; and

WHEREAS, within the City's Zoning Ordinance (the "Zoning Ordinance"), the City of Madison, Alabama (the "City"), has approved certain zoning districts in which short-term rentals may be located; and

WHEREAS, pursuant to Section 11-45-1 et seq. of the *Code of Alabama* (1975), a municipality is authorized to enact ordinances not inconsistent with the laws of the state in order to improve the morals, order, comfort, and convenience of the inhabitants of the municipality; and

WHEREAS, to accompany the provisions regarding the permitted locations of short-term rentals in the Zoning Ordinance, the City desires to adopt regulations concerning permitting and operational standards for short-term rentals to be located in the Madison City Code; and

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

Section 1. Purpose.

The purpose of this Ordinance is to establish regulations for the use of short-term rentals in order to provide the framework for a permit system regulating these facilities; impose operational requirements to minimize the potential adverse secondary effects of such uses, including, but not limited to, traffic, noise and density; limit the proliferation of and prevent the over concentration of transient uses in residential neighborhoods and zoning districts; impose reasonable limitations to ensure the long-term availability of housing stock; ensure neighborhood compatibility and maintain harmony with surrounding uses; ensure the collection and payment of taxes; protect the health, safety and welfare of transient occupants and guests patronizing short-term rentals; and protect the health, safety and welfare of the City's residents.

Section 2. Definitions.

"Accessory Building or Use" shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

"Bedroom" shall mean an attached room that is intended, arranged, or designed to be occupied by one or more persons primarily for sleeping purposes and must meet the minimum requirements of the International Building Code adopted by the City.

"Business License" or "License" shall mean an annual license issued by the City for the privilege of doing any kind of business, trade, profession, or any other activity in the municipality, by whatever name called.

"Certificate of Occupancy" shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

"City" shall mean the City of Madison, Alabama.

"City Clerk" shall mean the City Clerk-Treasurer of the City of Madison, Alabama.

"City Council" shall mean the City Council of the City of Madison, Alabama.

"Dwelling" shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

"Dwelling Unit" shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

"Fire Marshal" shall mean the Fire Marshal of the City of Madison, Alabama.

"Local Contact Person" shall mean a person, firm, agency, or Operator representing an owner or owners of a short-term rental who has access and authority to assume management of the short-term rental and take remedial measures.

"Lodging Taxes" shall mean taxes authorized and levied as lodging taxes pursuant to Chapter 10, Article VIII of the *Code of Ordinances, City of Madison, Alabama*, as well as any privilege license taxes that may be levied in lieu of, in substitution for, or in continuation of, said privilege license taxes.

"Madison City Code" shall mean the Code of Ordinances, City of Madison, Alabama.

"Operator" shall mean a Person who is an owner or proprietor of a property, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, managing agency, rental agent, or any other capacity, and who desires to rent the property on a short-term basis to a Transient. Where the Owner performs his or her functions through a managing agency of any type or character or through a rental agent, the managing agency or rental agent has the same duties as the Operator. In order to be eligible to be an Operator hereunder, a Person desiring to operate a short-term rental must be the owner or proprietor of the property on which the short-term rental will occur or be designed in writing by the Owner as the agent for the Owner of the property.

"Owner" shall mean a Person who has a legal right to possess real property, whether as owner, lessee, sublessee, mortgagee in possession, or licensee.

"Person" shall mean any individual or a group of individuals, corporation, estate, trust, partnership, limited liability company, association, joint venture, or any other legal or commercial entity.

"Rent" shall mean the consideration or remuneration charged (regardless of actual receipt) in money, goods, labor, or otherwise, including all receipts, cash, credits, property or services of any kind for the short-term occupancy or possession of space in a Dwelling Unit.

"Rental" shall mean an arrangement between a Transient and an Operator whereby Rent is received in exchange for the right to possess a Short-Term Rental.

"Revenue Officer" shall mean the Revenue Officer of the City of Madison, Alabama.

"Short-Term Rental" or "STR" shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

"Short-Term Rental Operational Permit" or "STR Permit" shall mean a permit issued by the City of Madison for each unit used as a Short-Term Rental.

"Single Family Residence" shall mean any Dwelling, Dwelling Unit, or any structure located in any districts where single-family dwellings are located as defined in the Zoning Ordinance. For the purposes of this Ordinance, a single-family residence shall also include attached and detached single-family and multi-family Dwelling Units designed to be occupied by only one (1) family.

"Transient" shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

"Transient Occupancy Tax" or "Transient Lodging Tax" shall mean the Lodging Tax levied on persons staying in a Short-Term Rental, hotel, inn, motel, tourist home, non-membership campground or other lodging facility.

"Zoning Ordinance" shall mean the Official Zoning Ordinance of the City of Madison, Alabama.

Section 3. Applicability.

It shall be unlawful for any Person or owner of any property within the City of Madison, Alabama (the "City") to operate a Short-Term Rental ("STR") or rent residential property on a short-term basis contrary to the procedures and regulations established in this Ordinance, other provisions of the Madison City Code, the Zoning Ordinance, or any applicable state law. The restrictions and obligations contained in this Ordinance shall apply at all times during which residential properties are marketed and used as Short-Term Rentals.

Nothing in this Ordinance affects the right of the City to impose or collect other applicable fees, charges, or penalties or take other appropriate action to remedy a violation of other ordinances or laws.

Section 4. Regulations.

A. Dwellings

The following allowable Dwelling Units may be utilized for Short-Term Rentals:

1. Single-family, detached.
2. Single-family, attached (i.e. condominiums or town homes). Units available for short-term rental shall be designated at the time of application and may not change within the permitting period.
3. Multi-family units. Units available for short-term rental shall be designated at the time of application and may not change within the permitting period.
4. Mobile homes in a designated mobile home park provided the unit is on a permanent foundation.
5. Accessory Buildings or Uses (e.g., carriage houses, converted detached garages).

B. Location of Short-Term Rentals Generally

Short-Term Rentals shall be permitted in certain zoning districts as permitted by the Zoning Ordinance.

C. Total Number of Short-Term Rentals Generally

The total number of Short-Term Rental Operational Permits ("STR Permits") issued by the City shall not exceed three quarters of one percent (.75%) of the total housing supply, which is equivalent to one hundred ninety (190) STR Permits based on number of estimated housing units in the City of Madison as of the date of this Ordinance. Permits shall be granted on a first come, first served basis. The City Council may amend the cap on the number of STR Permits allowed in this Section 4(C) from year to year based on changes in housing supply or as the public interest otherwise requires.

Section 5. Short-Term Rental Operational Permit Procedures.

A. Generally

1. Every person who desires to engage in business as an Operator of a Short-Term Rental shall obtain a STR Permit and a license for the business prior to offering the Short-Term Rental for rent.
2. Persons engaged in such business on the effective date of this Ordinance must apply for a permit and business license no later than ninety (90) days after this Ordinance becomes effective.
3. The required permit and license shall set forth the name under which the property is owned.
4. A STR Permit is required for each individual Short-Term Rental unit.

5. A separate Certificate of Occupancy is required for each individual location of a Short-Term Rental.
6. All applications for a STR Permit or permit renewal shall be reviewed by City officials including, but not limited to, the Building Department, Planning Department, the Fire Marshal, and the Revenue Department.
7. No permit holder shall transfer the right to operate under any permit issued under this Ordinance to any other Person by lease, agreement, contract, or any other agreement.
8. No permit issued under this Section may be operated or shall have any legal effect at any location other than the location for which it is issued.

B. Application

Each person seeking to obtain a permit to operate a Short-Term Rental shall submit an application to the City of Madison Building Department for a Short-Term Rental Operational Permit on a form provided by the same as well as an application to the Revenue Department for a business license on a form provided by the same. All Short-Term Rental Operational Permit applications shall be accompanied by the payment of a nonrefundable fee of Three Hundred and Fifty Dollars ($350.00) to help defray the City's cost of processing and reviewing the application. Said application shall include:

1. Permanent address, phone number, and e-mail address of each applicant;
2. The physical address of the STR;
3. A copy of a deed or lease showing the applicant to be the owner of the premises for which the permit is sought;
4. A copy of the applicant's driver's license or government-issued identification;
5. A survey of the property illustrating the number and location of parking spaces allotted to the premises;
6. A floorplan of the building illustrating the bedrooms that will be utilized for short-term rental occupants;
7. Certificate of Insurance proving current, valid liability insurance either showing:
    i. A rider on a homeowner's policy that expressly covers STRs and provides a minimum of One-Million Dollar ($1,000,000.00) liability and personal injury coverage; and/or
    ii. A commercial insurance policy covering short-term rentals at the permitted address that provides a minimum of One-Million Dollar ($1,000,000.00) liability and personal injury coverage. Said insurance shall indicate the policy shall not terminate or be cancelled prior to the completion of the then current permit period without a thirty (30) day written notice to the City, sent in writing to the attention of the Building Department.
8. The property used as a short-term rental must have no outstanding taxes or municipal code violations present thereon;
9. The name, address, telephone number, and e-mail address of the Local Contact Person;
10. A list of the name and address of all owners who own residential property adjacent to the STR. and

11. Any other information as may be required by the City.

C. Issuance

Upon submission of the required information and supporting documentation, and upon a determination that all standards set forth in this Ordinance have been satisfied, the Building Director, or his or her designee, shall review the application and, if approved, issue the STR Permit and Certificate of Occupancy for the calendar year in which such approval is granted. Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this Ordinance, federal, state, or municipal law related to the operation of a short-term rental, or otherwise fails to demonstrate the ability to comply with local, state, or federal law through the operation of the proposed short-term rental. The Building Department shall not issue a Short-Term Rental Operational Permit until the issuance of a Business License for the operation of Short-Term Rentals in the City.

D. Notice to Neighbors

An Owner or Operator must, upon issuance of a STR Permit or upon changes to an existing permit, provide written notice to all owners and occupants of residentially zoned property who own property adjoining the STR, which notice shall include the following information:

1. The address of the STR;
2. The STR Permit number;
3. The names and contact information of the Owner/Operator and Local Contact Person;
4. The maximum number of renters permitted to stay in the Dwelling Unit; and
5. A link to the City's adopted regulations for Short-Term Rentals and contact information by which members of the public may report violations.

Section 6. Business License.

Any Owner, Operator, or other Person engaged in the business of operating a STR within the City shall pay for and take out such license in such manner and in such sums as provided in the Madison City Code. An Operator shall be required to obtain only one business license to operate short-term rentals within the City. All license renewals shall occur in accordance with the procedures provided in the Madison City Code.

Section 7. Permit Renewals.

All STR Permits issued pursuant to this Ordinance are annual permits effective from the date of issuance each year. Holders of existing permits and business licenses in good standing shall apply for renewal for the next calendar year by filing a STR Permit renewal application in the proper form and tendering the required fees a minimum of 30 days prior to the STR Permit's expiration. All STRs shall be subject to an annual building inspection, which shall be scheduled and conducted before the issuance of a STR Permit. Renewal applications along with any

complaints received from the previous calendar year shall be reviewed and taken into consideration by the City before the issuance of a STR Permit.

Section 8. Supplemental Regulations.

All Short-Term Rentals shall be subject to the following minimum requirements, regulations, and criteria as a condition for their initial approval and continued use:

A. The Short-Term Rental must be located in a permitted zoning district and zoning approved by the City prior to issuance of a Certificate of Occupancy;
B. The building must be a permanent structure located on the site and be able to be occupied as verified by a Certificate of Occupancy from the City;
C. All applicable building and fire codes must be met;
D. Short-Term Rentals may only be used for transient lodging (eating and sleeping). No events such as parties, concerts, weddings, or other large events are permitted;
E. No exterior alterations may be made to a residence to indicate that it is being used as a Short-Term Rental. House numbers shall be visible from the public street at all times;
F. No on-site signage shall be permitted promoting or identifying the Short-Term Rental;
G. No recreational vehicles shall be used as a Short-Term Rental;
H. Only a bedroom as defined herein shall be used as a guestroom, and the number of guests allowed per bedroom shall be determined by the Building Official and Fire Marshal utilizing adopted codes. In case of conflict, the more stringent regulation applies;
I. The standards of the Madison City Code shall be adhered to;
J. Short-term rentals must be equipped with the following safety equipment and features:

    1. Smoke detectors and carbon monoxide detectors;
    2. Operable egress windows in sleeping areas;
    3. Proper hand and guardrails;
    4. Ground fault circuit interrupter (“GFIC”) protection where required by adopted Building Codes;
    5. Fire extinguisher(s);
    6. A copy of emergency contact information and diagram/floor plan indicating fire exits and escape routes displayed in a prominent location within the STR unit;

K. All advertisements or listings, whether published online, in print, or through any other medium, shall conspicuously display the current STR Permit number issued for the Property;
L. A copy of this Ordinance must be provided in the STR;
M. A copy of the Local Contact Peron’s contact information and the Rules and Regulations adopted by the City must be displayed in a prominent location within the STR unit;
N. The Operator or Owner shall comply with all business license and revenue collection procedures and regulations; and
O. The property used as a short-term rental must have no outstanding taxes or municipal code violations present thereon.

Section 9. Local Contact Person.

Each Owner shall designate a Local Contact Person who has access and authority to assume management of the Short-Term Rental and take remedial measures while the property is being rented to a guest. An Owner of a Short-Term Rental may designate herself or himself as the Local Contact Person. The Local Contact Person must be at least twenty-one (21) years of age.

There shall only be one designated Local Contact Person for a Short-Term Rental at any given time. An Owner may retain a managing agent, managing agency, operator, or representative to serve as the Local Contact Person to comply with the requirements of this section, including, without limitation, the management of the Short-Term Rental and the compliance with the conditions of the permit.

The Local Contact Person shall be required to respond to the location of the Short-Term Rental twenty-four (24) hours a day, seven (7) days a week, and within thirty (30) minutes after being notified by the City of the existence of a violation of this article or any other provision of the Madison City Code, or any disturbance or complaint requiring immediate remedy or abatement regarding the condition, operation, or conduct of occupants of the Short-Term Rental.

The Owner is responsible for compliance with the provisions of this article and the failure of the Local Contact Person to comply with this section shall be deemed noncompliance by the Owner. The Owner must immediately notify the City in writing upon a change of Local Contact Person's name or contact information.

Owners or Operators shall not be permitted to serve food to guests for sale. No food preparation, except beverages, is permitted within individual rooms by heating elements including, but not limited to, hot plates, steam tables, toasters, toaster ovens, ovens, air fryers, and other electric or gas-powered food preparation methods or elements.

Section 10. Limited Occupancy; Parking Restrictions.

No Short-Term Rental shall exceed the maximum guest occupancy as determined by the Building Inspector or Fire Marshal. Subject to the limitations of parking availability within the subject property, one (1) parking space per bedroom is required at each Short-Term Rental for use by Transients. Transients must park all vehicles within designated parking areas of a Short-Term Rental property. Overnight street parking by Transients is strictly prohibited.

Section 11. Suspension and Revocation of Short-Term Rental Operational Permit.

Any permit and/or business license issued pursuant to this article may be revoked following all applicable notices and/or hearings for any of the following causes:

A. Any fraud, misrepresentation, or false statement contained in the application;
B. Any fraud, misrepresentation, or false statement made in connection with any transaction;
C. Any violation of this article; or

D. The operation of a business permitted under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.

Notice of a hearing for the revocation of a permit issued pursuant to this article shall be issued in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. The notice shall be served on the owner of record by certified or registered mail, postage prepaid, to the Owner's listed mailing address and the address of the Short-Term Rental at least thirty (30) days prior to the date set for the hearing. Notice shall also be given to the Operator (if different from the Owner) and the Local Contact Person as needed.

If three (3) valid complaints are substantiated by the City, including the Madison Police Department or the Building Department, within a twelve (12) month period concerning a Short-Term Rental, then the Operator's STR Permit shall be suspended by the City's Building Department for a period of no less than six (6) months.

If an Operator has his/her STR Permit suspended for a second time within two (2) consecutive years, then suspension of such STR Permit for the second consecutive year shall be for a period of no less than twelve (12) months. If an Operator has his/her Permit suspended for a third time within three (3) consecutive years, the STR Permit shall be revoked permanently.

An Operator may appeal the suspension or revocation of a Short-Term Rental Operational Permit to the City Council by serving written notice of appeal to the City Clerk within fifteen (15) days of receipt of the notice of the suspension or revocation. The appeal will be heard no later than sixty (60) days following such appeal at the next regularly scheduled City Council meeting.

Section 12. Violation; Penalties; Process.

Any Person that has violated or continues to violate this article shall be guilty of a violation. Each act of violation and/or each day upon which any violation shall occur and/or continue to exist shall constitute a separate offense punishable as described herein.

Upon the determination of a Code Enforcement Officer, Court Magistrate, or Police Officer that a violation of this Ordinance exists, a written notice of violation and/or citation, as appropriate, shall be issued to all Persons in violation of this article or any one of them. A notice shall be issued by first class mail or hand delivery. Service shall be deemed effectuated by first class mail on the third day following the date of mailing or upon hand delivery. The notice shall (a) identify the violation, (b) include a correction order specifying the action required to comply with the provisions of this article, and (c) include a specified time within which to comply. If a violation is not sufficiently corrected in the opinion of the Building Director within the specified period of time contained in the notice, then a citation and/or notice to appear may be issued by an enforcement officer directing all Persons or any one or more of them to appear in the municipal court at a time and date stated therein to answer to such violation(s). The defendant(s) shall have all rights secured to persons charged in the City with

violations generally. If a defendant is found guilty by the municipal court, the court may impose a fine or imprisonment or both in accordance with the provisions of the Madison City Code.

Section 13. Civil Penalties.

A violation of any portion of this article constitutes a public nuisance per se. The City, as an additional or alternate remedy, may institute equitable or injunctive proceedings in a court of competent jurisdiction to abate uses prohibited by this article.

Section 14. Effective Date.

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

Section 15. Severability.

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.

BE IT FURTHER ORDAINED that this Ordinance shall be incorporated into the Madison City Code in Chapter 8 entitled "*Buildings, Construction and Related Activities*" as a new Article VI.

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

_____
Maura Wroblewski, President,
Madison City Council

ATTEST:

_____
Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of _____ 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2026-210

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

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

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

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

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

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

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

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

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

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

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

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of June 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-223-R

AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH NOLA | VAN PEURSEM ARCHITECTS, PC

WHEREAS, pursuant to Resolution No. 2024-066-R the City Council of the City of Madison, Alabama, authorized a Professional Services Agreement with Nola | Van Peursem Architects, PC (herein "Nola") for professional architectural design services for the Animal Control Building (the "Project"); and

WHEREAS, the original agreement was entered for an amount not to exceed Fifteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($15,750.00); and

WHEREAS, the estimated construction cost of the Project has increased substantially from the original estimate; and

WHEREAS, as a result of the increased project cost and in accordance with the terms of the Agreement, the parties desire to amend the Agreement to increase the architectural fee to Forty-Six Thousand Two Hundred Eighty-Four Dollars and Zero Cents ($46,284.00), representing an increase of Thirty Thousand Five Hundred Thirty-Four Dollars and Zero Cents ($30,534.00);

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute an Amendment to the Professional Services Agreement with Nola | Van Peursem Architects, PC, for architectural design services related to the Animal Control Building, said Amendment to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment to Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Nola | Van Peursem Architects, PC in an additional amount not to exceed Thirty Thousand Five Hundred Thirty-Four Dollars and Zero Cents ($30,534.00) in accordance with the terms of the Amended Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of June 2026.

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of June 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-066-R

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH NOLA VAN PEURSEM ARCHITECTS FOR PROPOSED ANIMAL CONTROL BUILDING

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Nola Van Peursem Architects for the provision of professional architectural design services for a proposed Animal Control Building, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of February 2024.

Ranae Bartlett

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D Thomas

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

APPROVED this 27th day of February 2024.

Paul Finley

Paul Finley, Mayor
City of Madison, Alabama

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of theNineteenth day of February in the year 2024

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

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

City of Madison
100 Hughes Road
Madison, Alabama 35758

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

Nola | Van Peursem Architects, P.C.
301 Jefferson Street North
Huntsville, Alabama 35801

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

City of Madison Animal Control Building
400 Celtic Drive
Madison, Alabama 35758

These services shall include architectural, civil, landscape, structural, mechanical, plumbing, and electrical design documents. The civil design shall be focused on the design of site and utility work within the area immediately adjacent to the building.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owner shall provide a program for the various spaces of the building per the sketch the owner furnished.

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

Per sketch provided by owner, approximately 1,080 square feet.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

One Hundred Seventy Five Thousand Dollars ($175,000.00).

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

.1 Design phase milestone dates, if any:

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Construction Package One Hundred Twenty (120) days

.2 Construction commencement date:

As soon as possible

.3 Substantial Completion date or dates:

Nine months after notice to proceed.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Gerald Smith
Director of Facilities and Ground
City of Madison
100 Hughes Road
Madison, Alabama 35758

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD
To be billed as a pass thru on Architectural Services. See Reimbursables

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.2 Civil Engineer:

Jason Phillips
J.M Phillips Engineering, LLC
4950 Corporate Drive, Suite 135N
Huntsville, Alabama 35805
(256) 429-9150

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

Robert Van Peursem, AIA, Principal
Nola | Van Peursem Architects, P.C.
301 Jefferson Street North
Huntsville, Alabama 35801
(256) 533-6617
robvanp@nvparchitects.com

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

John Powell
PEC Structural Engineering
3005 L and N Drive SW, Suite 3
Huntsville, Alabama 35801
(256) 533-3042

.2 Mechanical Engineer:

Kevin Mims
Mims Engineering
112 Southside Square, Suite B
Huntsville, Alabama 35801
(256) 881-4126

.3 Electrical Engineer:

Jack R. Morgan, Jr.
EE Group, Inc.
1521 Rainbow Drive
Gadsden, alabama 35901
(256) 413-7717

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

N/A

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars ($ 2,000,000.00) for each occurrence and Four Million Dollars ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

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narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 Architect shall provided waivers of subrogation in favor of Owner on its Workers' Compensation, commercial General Liability, Umbrella Liability, and Automobile Insurance policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

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§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

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further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

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§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Architect/Owner
§ 4.1.1.5 Site evaluation and planning	Architect

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§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Owner

§ 4.1.2 Description of Supplemental Services

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

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

4.1.1.4 Existing facilites surveys - Site topo and boundary survey (TBD).
4.1.1.5 Site Evaluation and planning - Included in the Base Bid, no extra fee
4.1.1.10 Architectural interior design - Materials and color selection included in Base Bid. Meetings beyond two will be reimbursed at hourly rate
4.1.1.21 Telecommunications/data design - We assume standard office level data port designs with WAP's in the Base Bid. Higher level of designs can be furnished on an hourly rate.
4.1.1.26 Additional Bid Packages, if any can be provided and administrated on an hourly rate basis.
4.1.1.30 Other Supplement Services - Geotechnical subsurface investigation and construction, material testing can be a pass thru reimbursable.

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

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

4.1.1.1. Programming - Owner shall provide a list of rooms, desired sizes and intended use

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

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

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

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

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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

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.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twelve (12) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. Cost of the work shall include the estimated sales tax savings on the construction value and the value of in-kind services performed based on any design provided by this scope of work.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the

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Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

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[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

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seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero

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

One Thousand Dollars ($1,000.00)

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for

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the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

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Nine percent (9) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

N/A

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

N/A

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

Hourly per 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Fifty	percent (	50	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Employee or Category	Rate ($0.00)
Principal Arcitect	$195.00 Hour
Architect	$125.00 Hour
Construction Administration	$90.00 Hour
Intern Architect	$90.00 Hour
Interior Designer	$90.00 Hour
Technician I	$80.00 Hour
Specifications Writer	$70.00 Hour
Technician II	$60.00 Hour
Administrative	$50.00 Hour
Consulting Engineer	$250.00 Hour
Consulting Designer	$195.00 Hour
Consulting Technician	$185.00 Hour

§ 11.8 Compensation for Reimbursable Expenses

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

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero ($ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

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

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

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

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

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

OWNER (Signature)

Paul Finley, Mayor
(Printed name and title)

ARCHITECT (Signature)

Robert Van Peursem, AIA, Principal
(Printed name, title, and license number, if required)

Attest:
Lisa D. Thomas
City Clerk - Treasurer

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Additions and Deletions Report for
AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:52:15 ET on 02/21/2024.

PAGE 1

AGREEMENT made as of the Nineteenth day of February in the year 2024

...

City of Madison
100 Hughes Road
Madison, Alabama 35758

...

Nola | Van Peursem Architects, P.C.
301 Jefferson Street North
Huntsville, Alabama 35801

...

City of Madison Animal Control Building
400 Celtic Drive
Madison, Alabama 35758

These services shall include architectural, civil, landscape, structural, mechanical, plumbing, and electrical design documents. The civil design shall be focused on the design of site and utility work within the area immediately adjacent to the building.

PAGE 2

Owner shall provide a program for the various spaces of the building per the sketch the owner furnished.

...

Per sketch provided by owner, approximately 1,080 square feet.

...

One Hundred Seventy Five Thousand Dollars ($175,000.00).

PAGE 3

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Construction Package One Hundred Twenty (120) days

...

As soon as possible

...

Nine months after notice to proceed.

...

Competitive Bid

...

N/A

...

Gerald Smith
Director of Facilities and Ground
City of Madison
100 Hughes Road
Madison, Alabama 35758

...

N/A

...

TBD

...

To be billed as a pass thru on Architectural Services. See Reimbursables

PAGE 4

Jason Phillips

...

J.M Phillips Engineering, LLC

...

4950 Corporate Drive, Suite 135N

...

Huntsville, Alabama 35805

...

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(256) 429-9150

...

Robert Van Peursem, AIA, Principal
Nola | Van Peursem Architects, P.C.
301 Jefferson Street North
Huntsville, Alabama 35801
(256) 533-6617
robvanp@nvparchitects.com

...

John Powell

...

PEC Structural Engineering

...

3005 L and N Drive SW, Suite 3

...

Huntsville, Alabama 35801

...

(256) 533-3042

...

Kevin Mims

...

Mims Engineering

...

112 Southside Square, Suite B

...

Huntsville, Alabama 35801

...

(256) 881-4126

...

Jack R. Morgan, Jr.

...

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User Notes: (3B9ADA2C)

EE Group, Inc.

...

1521 Rainbow Drive

...

Gadsden, alabama 35901

...

(256) 413-7717

...

N/A

PAGE 5

N/A

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars ($ 2,000,000.00) for each occurrence and Four Million Dollars ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

...

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

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

...

§ 2.5.9 Architect shall provided waivers of subrogation in favor of Owner on its Workers' Compensation, commercial General Liability, Umbrella Liability, and Automobile Insurance policies.

PAGE 12

§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect

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§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Architect/Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Owner

4.1.1.4 Existing facilites surveys - Site topo and boundary survey (TBD).
4.1.1.5 Site Evaluation and planning - Included in the Base Bid, no extra fee
4.1.1.10 Architectural interior design - Materials and color selection included in Base Bid. Meetings beyond two will be reimbursed at hourly rate
4.1.1.21 Telecommunications/data design - We assume standard office level data port designs with WAP's in the Base Bid. Higher level of designs can be furnished on an hourly rate.
4.1.1.26 Additional Bid Packages, if any can be provided and administrated on an hourly rate basis.
4.1.1.30 Other Supplement Services - Geotechnical subsurface investigation and construction, material testing can be a pass thru reimbursable.

PAGE 13

4.1.1.1. Programming - Owner shall provide a list of rooms, desired sizes and intended use

PAGE 14

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.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 Twelve (12) visits to the site by the Architect during construction

...

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

.4 Two (2) inspections for any portion of the Work to determine final completion.

PAGE 15

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. Cost of the work shall include the estimated sales tax savings on the construction value and the value of in-kind services performed based on any design provided by this scope of work.

PAGE 18

[X] Litigation in a court of competent jurisdiction

PAGE 19

Zero

...

One Thousand Dollars ($1,000.00)

PAGE 20

N/A

PAGE 21

Nine percent (9) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

N/A

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...

Hourly per 11.7

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows:

...

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Fifty	percent (	50	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)

PAGE 22

Principal Arcitect	$195.00 Hour
Architect	$125.00 Hour
Construction Administration	$90.00 Hour
Intern Architect	$90.00 Hour
Interior Designer	$90.00 Hour
Technician I	$80.00 Hour
Specifications Writer	$70.00 Hour
Technician II	$60.00 Hour
Administrative	$50.00 Hour
Consulting Engineer	$250.00 Hour
Consulting Designer	$195.00 Hour
Consulting Technician	$185.00 Hour

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

...

N/A

...

§ 11.10.1.1 An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero ($ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

PAGE 23

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

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performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

N/A

...

N/A

PAGE 24

Paul Finley, Mayor

Robert Van Peursem, AIA, Principal

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Robert Van Peursem, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:52:15 ET on 02/21/2024 under Order No. 2114505233 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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MADISON ALABAMA

Minutes No. 2024-04-RG

Date of Meeting Feb 26, 2024

Document No. 2024-066-R

First reading date

First reading Minutes

Council Votes

	Absent	Aye	Nay	Abstain	Absent @ tov	Recused
Council Member Wroblewski	☐	☒	☐	☐	☐	☐
Council Member Spears	☐	☒	☐	☐	☐	☐
Council Member Powell	☐	☒	☐	☐	☐	☐
Council Member Shaw	☐	☒	☐	☐	☐	☐
Council Member Bartlett	☐	☒	☐	☐	☐	☐
Council Member Denzine	☐	☒	☐	☐	☐	☐
Council Member Seifert	☐	☒	☐	☐	☐	☐

Publication Date

Distribution

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of Madison Animal Control Building
400 Celtic Drive
Madison, Alabama 35758

AGREEMENT INFORMATION:
Date:
02-19-2024

AMENDMENT INFORMATION:
Amendment Number:
001
Date:
01-28-2026

OWNER: *(name and address)*
City of Madison
Facility and Grounds Department
100 Hughes Road
Madison, Alabama 35758

ARCHITECT: *(name and address)*
Nola | Van Peursem Architects, PC
301 Jefferson Street North
Huntsville, Alabama 35801

The Owner and Architect amend the Agreement as follows:
Per the Construction Contract issued July 9, 2025, revise the budget to $609,000.00 at a rate of 7.6% per The Alabama Department of Construction Management.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
The Architectural Fee is increased to $46,284.00

Schedule Adjustment:
N/A

ARCHITECT *(Signature)*	**OWNER** *(Signature)*
BY: Laura B. Trenkle, Principal	BY: Ranae Bartlett, Mayor
(Printed name, title, and license number if required)	*(Printed name and title)*
1/30/26	
Date	*Date*

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User Notes: (697a3195b6033d2af13bd3e0)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement ("Amendment") is made and entered into by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as the "City," and Nola | Van Peursem Architects, PC, hereinafter referred to as the "Consultant."

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2024-066-R, the City Council of the City of Madison, Alabama, authorized the City's entry into a Professional Services Agreement ("Agreement") with Consultant for professional architectural design services of a proposed Animal Control Building located at 400 Celtic Drive, hereinafter referred to as the "Project;" and

WHEREAS, the estimated construction cost of the Project has increased from the original estimate and as such work will require additional funds pursuant to the Agreement, which is described in the "Amendment to the Professional Services Agreement" request dated January 28, 2026, which is attached as Exhibit A to this Amendment;

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

A. Amendment to Agreement.

Pursuant to the provisions of this Amendment, City shall provide additional funds to Consultant in the amount of Thirty Thousand Five Hundred Thirty-Four Dollars ($30,534.00) to cover the increase in the overall construction cost described in Exhibit A.

B. Remainder.

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

C. Effective Date.

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

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor

_____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

Nola | Van Peursem Architects, PC
CONSULTANT

By: _____ _____
Signature Print name

Its: _____

Date: _____

STATE OF ALABAMA **§**
§
COUNTY OF MADISON **§**

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

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

_____
Notary Public

RESOLUTION NO. 2026-208-R

A RESOLUTION TO UPDATE THE GENERAL JOB CLASSIFICATION PLAN

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in regular session on this 22nd day of June, 2026, that the following change be made to the General Classification Plan, to be effective the beginning of the pay period following adoption of the resolution:

New Position, General Classification Plan:

- Environmental Specialist (Engineering Department) – Pay Grade 114

READ, APPROVED, and ADOPTED this _____ day of June 2026.

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

ATTEST:

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

APPROVED this ____ day of June 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison

Job Description

Title: Environmental Specialist

Department: Engineering

FLSA Status: Exempt

Pay Grade: 114

New Position ☒ Position Change ☐ Effective Date 6/8/2026

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

General Position Summary: The Environmental Specialist is responsible for administering, implementing, and enforcing the City's Municipal Separate Storm Sewer System (MS4) NPDES permit program in compliance with the federal Clean Water Act and Alabama Department of Environmental Management (ADEM) regulations. Serving as the City's subject matter expert on stormwater quality and MS4 compliance, this position provides the technical expertise and regulatory knowledge needed to manage all aspects of the program with minimal reliance on outside consultants. Responsibilities include overseeing illicit discharge detection and elimination, construction site and post-construction stormwater management, public education and outreach, pollution prevention activities, and annual permit reporting.

This position also serves as the primary administrator of the City's post-construction stormwater ordinance, managing permit applications, site inspections, and compliance reporting for new development projects citywide. The Environmental Specialist coordinates with internal departments, developers, contractors, and state regulators to ensure the City maintains compliance with all permit obligations and regulatory requirements. This position reports to the Engineering Manager.

Essential Functions/Major Responsibilities:

- Manages assigned environmental projects from kickoff through closeout, including scope, schedule, budget, and deliverables.
- Conducts environmental fieldwork, inspections, monitoring, and sampling activities as required by project assignments and regulatory obligations.
- Prepares, reviews, and contributes to environmental reports, technical memoranda, site-specific compliance plans, and permit documentation in accordance with applicable regulations and project requirements.
- Administers environmental compliance, permitting, assessment, and monitoring activities across assigned program areas.
- Collects, compiles, and analyzes environmental data to support project deliverables, regulatory submittals, and internal decision-making.
- Maintains accurate project documentation, field logs, and records to support audits, regulatory reviews, and internal quality control.

- Coordinates with project managers, technical staff, and clients to support effective and timely project execution.
- Communicates with regulatory agencies and stakeholders as directed to support permitting, reporting, inspections, and project coordination.
- Conducts detailed facility inspections to review records and verify RCRA compliance with hazardous materials management, waste disposal, air quality, water quality, and spill response requirements.
- Monitors and interprets changes in environmental regulations, agency guidance, and industry best practices applicable to assigned work areas.
- Identifies compliance gaps or program deficiencies and recommends corrective actions or procedural improvements to management.
- Develops and maintains site-specific environmental management plans, standard operating procedures, and compliance schedules.
- Responds to environmental incidents, spills, or compliance concerns and coordinates appropriate reporting and remedial actions.
- Supports preparation and submission of required regulatory reports, permit applications, renewals, and agency correspondence within established deadlines.
- Establishes and maintains effective working relationships with team members, clients, subcontractors, regulatory agency representatives, and project partners.
- Provides technical guidance and mentorship to entry-level environmental staff as appropriate to role and project needs.
- Participates in safety briefings, environmental training programs, and professional development activities as required.

Secondary Functions:

- Performs other related duties as required.

Job Scope:

- Operates with considerable independence and exercises professional judgment in the administration of a complex, multi-faceted regulatory compliance program
- Serves as the City's sole subject matter expert in stormwater quality and MS4 NPDES compliance, bearing primary responsibility for all permit obligations under the City's MS4 permit issued by ADEM
- Regularly interprets and applies federal and state environmental law and independently manages regulatory relationships.
- Exercises decision-making authority over program priorities, inspection and enforcement activities, compliance strategies, and ordinance administration
- Manages the City's post-construction stormwater permit program from inception through closeout, including permit issuance, site inspections, and compliance reporting for all qualifying development projects
- Directs and evaluates limited outside consultant work products for specific technical tasks and annual monitoring activities; consultants do not drive day-to-day program management
- Coordinates day-to-day program management across multiple City departments and interfaces directly with developers, contractors, engineers, and state regulators

- Responsibilities include judgement calls, regulatory deadlines, compliance failures (evaluation and documentation), permit violations and, regulatory enforcement actions as related to the City Permit.

Supervisory Responsibility:

None

Interpersonal Contacts:

- The incumbent has contact with construction workers, Public Works personnel, public utilities personnel, engineers, developers, members of the general public, and state and federal regulatory agents in order to give and exchange information, to resolve problems, to justify, defend, negotiate, or settle matters, and to provide services.
- Must establish and maintain effective working relationships with co-workers, GIS professionals, engineers, surveyors, planners, members of the Police & Fire Departments and other City Departments, school district personnel, code enforcers, equipment professionals, and members of the general public for the purpose of giving or exchanging information and providing services.

Knowledge, Skills, and Abilities:

- Knowledge of construction and maintenance methods, material, tools and of street and stormwater related to public work projects; good knowledge of property descriptions; good knowledge of the principles and practices of land surveying and engineering mathematics.
- Knowledge of utility, drainage, road construction and project and contract management.
- Knowledge on project management, MS4 and floodplain management is required.
- Knowledge of utility planning and environmental planning with ability coordinate through multiple entities.
- Knowledge of site design and adopted civil construction codes.
- Skill in project management, planning, organization and prioritization.
- Ability to plan and supervise the work of sub-professional co-workers.
- Ability to consistently demonstrate a high level of judgment and discretion required.

Education and/or Experience:

- Bachelor's degree in Environmental Engineering, Environmental Science, Civil Engineering, or a closely related field.
- Minimum of five (5) years' related experience is required with experience in stormwater management.
- Master's degree in Environmental Engineering, Environmental Science, Civil Engineering, or similar and a minimum of two (2) years' experience, may be substituted for experience.
- Demonstrated working knowledge of federal Clean Water Act requirements, EPA MS4 Phase I/II regulations, and state (ADEM) NPDES permitting requirements.
- Experience developing, implementing, and/or enforcing stormwater management ordinances.
- Experience preparing or overseeing SWMPP, IDDE programs, annual reports, and BMP implementation.
- **Preferred (not required):**

- PE or CFM (Certified Floodplain Manager) certification
- Direct experience managing a post-construction stormwater permit program
- Experience with GIS applications for stormwater infrastructure management
- Experience conducting or overseeing stormwater monitoring and sampling

Additional Requirements:

- Driver's License required.
- Must maintain a strong driving record for City insurance purposes and record may be periodically checked by the City.

Job Conditions:

- Working environment is primarily indoors in an office setting, and occasionally outdoor in inclement weather (rain, snow, cold, etc.); and requires some travel to various City locations to conduct fieldwork.
- Job requires non-standard work hours, occasional long hours, and occasional work on weekends and evenings.
- Excellent background record required, due to accessibility to City property and data/information.
- Occasional required attendance of regularly scheduled evening meetings (i.e., City Council Meetings) with short or no notice (Evening meetings are generally set with yearly schedule, however some are set with short notice).
- Frequent appearances at neighborhood, trade, and civic organization meetings.

Physical Capabilities:

- This position's physical requirements involve medium work exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- May be subject to walking, standing, reaching, bending, balancing, climbing, kneeling, handling, feeling, smelling and twisting to preform site visits, inspections and environmental duties.
- Work is performed while typically sitting at a desk. Vision, speech, and hearing sufficient to perform the required tasks is essential. Arm and hand steadiness and finger dexterity enough to use keyboard.
- Incumbent occasionally required to climb ladders and uses tools or equipment requiring a high degree of dexterity.
- The employee may be exposed to noise, dust, dirt, grease and machinery with moving parts.
- PPE may be required in certain circumstances (safety vests, hard hat, steel toe boots, safety glasses, etc.).

_____ _____

Mayor Approval **Date**

_____ _____

Department Head Approval **Date**

ORDINANCE NO. 2026-217

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

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

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

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

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

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

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

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

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

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

READ, PASSED, and ADOPTED this_____ day of_____2026.

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of _____ 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

Computer and Internet Use Policy

City of Madison, Alabama

Purpose

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

Internet Access

Authorized Use

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

Prohibited Activities

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

The following activities are strictly prohibited:

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

File Access Outside of Job Scope

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

Monitoring and Privacy

Notice: Internet Activity Is Logged and Monitored

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

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

Access Agreement

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

Computer Use

Approved Software

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

Virus and Security Protection

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

Technical Support

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

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

Personal Computers on City Property

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

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

External Devices and Network Equipment

External Storage Devices

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

Wireless Equipment

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

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

Access Upon Separation from Employment

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

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

Authorized System Use and Misuse of Access

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

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

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

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

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

Compliance and Enforcement

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

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

City of Madison, Alabama

Artificial Intelligence (AI) Use Policy

1. Purpose

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

2. Scope

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

3. Definition of Artificial Intelligence

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

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

4. Approved Uses

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

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

5. Prohibited Uses

The following uses of AI are strictly prohibited:

- **Entering confidential, sensitive, or protected information** into any AI platform. Any data that can distinguish or trace an individual's identity, whether alone or combined with other linked or linkable information, is considered Personally Identifiable Information ("PII"). PII includes names, dates of birth, personal identification numbers (such as Social Security numbers, tax identification

numbers, driver's license numbers, passport numbers, or other government-issued identification numbers used to verify an individual's identity), address information, and personal characteristics. Prohibited information includes, but is not limited to, the following:

- PII;
- Sensitive Personally Identifying Information ("SPII") as defined by the Alabama Data Breach Notification Act of 2018;
- Employee personnel records or HR-related data;
- Criminal justice or law enforcement records;
- Health or medical information;
- Financial account data or payment information;
- Attorney-client privileged communications or legal strategy; or
- Any data classified as confidential under City policy or applicable law.

Employees who are unsure whether information is appropriate to enter into an AI system should contact the IT Department and Legal Department prior to doing so.

- **Using AI as the sole decision-maker** in matters involving employment actions, legal proceedings, financial obligations, law enforcement, code enforcement, public safety, internal or external communications, etc.
- **Seeking or confirming legal advice** – Attorney-client privilege and attorney work-product confidentiality do not apply to AI prompts and outputs. Putting information received from an attorney into an AI tool may waive attorney-client privilege.
- **Presenting AI-generated content** as official City policy, legal guidance, or formal City communication without proper review and authorization.
- **Using unapproved AI tools** – All AI platforms must be reviewed and authorized by the IT Department prior to use on City systems or for City business.
- **Using any AI system before disabling AI model learning or training settings** – AI systems may not be used for City business until the AI platform's model learning or training feature has been disabled. Employees must confirm that model learning or training is turned off prior to entering any information into an AI system to prevent City data from being used to train or improve AI models. Employees must verify with the IT Department that model learning or training is turned off prior to entering any information into an AI system to prevent City data from being used to train or improve AI models.
- **Generating misleading, deceptive, harassing, or discriminatory content** using AI tools, including content that misrepresents the City or its officials, consistent with the City's existing conduct and anti-harassment policies.
- **Attempting to bypass, manipulate, or "jailbreak" AI systems** to produce outputs that would otherwise violate this policy or applicable law.

6. Data Privacy and Security

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

- Sensitive, confidential, or legally protected data may not be entered into public-facing AI platforms unless a Data Protection or Data Processing Agreement approved by IT and Legal is in place.
- All AI tools used for City business must comply with applicable federal and state laws, including the Alabama Data Breach Notification Act and relevant privacy regulations.

- AI-generated outputs involving City data may be subject to public records laws and must be managed accordingly.
- Any AI system proposed for integration with City infrastructure, networks, or software systems must undergo a formal security review and receive written approval from the IT Department prior to deployment.
- Prior to approving any AI tool, the IT Department, in coordination with the Legal Department, shall evaluate the vendor's data retention, data access, data deletion, and privacy policies to ensure compliance with City requirements and applicable law.
- Any suspected or confirmed unauthorized disclosure of City data through an AI tool must be reported immediately to the IT Department and the Legal Department in accordance with the City's data breach response procedures.

7. Transparency and Accountability

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

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

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

8. Human Oversight

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

9. Training and Awareness

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

10. Compliance and Enforcement

Failure to comply with this policy may result in:

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

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

11. Policy Review

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

City of Madison, Alabama

Ai Use Policy Employee Acknowledgment Form

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

1. Purpose and Role of AI

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

2. Responsible and Ethical Use

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

3. Confidentiality and Data Protection

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

4. Human Oversight and Verification

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

5. Bias, Fairness, and Accuracy

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

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

6. Training and Continuous Learning

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

7. Reporting and Compliance

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

Employee Acknowledgment

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

_____	_____
Signature	Date
_____	_____
Printed Name	Department/Title

ORDINANCE NO. 2026-169

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 April 28, 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:

A LOT OR PARCEL OF LAND LOCATED IS SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN IN LIMESTONE COUNTY ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A CAPPED IRON PIN (HILL) MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE, NORTH 87 DEGREES 20 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 80.03 FEET TO A POINT; THENCE, NORTH 01 DEGREES 11 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 1329.99 FEET TO A POINT; THENCE, SOUTH 87 DEGREES 21 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 79.79 FEET TO A HEXHEAD IRON; THENCE SOUTH 01 DEGREES 10 MINUTES 52 SECONDS WEST A DISTANCE OF 1330.01 FEET TO THE POINT-OF-BEGINNING.

SAID PARCEL CONTAINING 2.44 ACRES MORE OR LESS

A LOT OR PARCEL OF LAND LOCATED IS SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN IN LIMESTONE COUNTY ALABAMA, BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS; BEGINNING ATA ROCK MARKING THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN; THENCE, SOUTH 84 DEGREES 40 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 302.01 FEET TO A CAPPED IRON PIN (JOHNSON); THENCE, SOUTH 01 DEGREES 16 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 2170.69 FEET TO A CAPPED IRON PIN (JOHNSON); THENCE, SOUTH 87 DEGREES 48 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 1581.39 FEET TO A MAG NAIL; THENCE, SOUTH 24 DEGREES 11 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 474.41 FEET TO A MAG NAIL IN THE CENTER OF SAID RIGHT-OF-WAY; THENCE, NORTH 89 DEGREES 07 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 1679.83 FEET TO AND CAPPED IRON PIN (HILL) MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE, NORTH 01 DEGREES 10 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 1330.01 FEET TO A HEX HEAD IRON PIN; THENCE NORTH 00 DEGREES 36 MINUTES 15 SECONDS EAST A DISTANCE OF 1336.24 FEET TO THE POINT-OF- BEGINNING

SAID PARCEL CONTAINING 33.16 ACRES MORE OR LESS

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:

A LOT OR PARCEL OF LAND LOCATED IS SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN IN LIMESTONE COUNTY ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A CAPPED IRON PIN (HILL) MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE, NORTH 87 DEGREES 20 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 80.03 FEET TO A POINT; THENCE, NORTH 01 DEGREES 11 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 1329.99 FEET TO A POINT; THENCE, SOUTH 87 DEGREES 21 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 79.79 FEET TO A HEXHEAD IRON; THENCE SOUTH 01 DEGREES 10 MINUTES 52 SECONDS WEST A DISTANCE OF 1330.01 FEET TO THE POINT-OF-BEGINNING.

SAID PARCEL CONTAINING 2.44 ACRES MORE OR LESS

A LOT OR PARCEL OF LAND LOCATED IS SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN IN LIMESTONE COUNTY ALABAMA, BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS; BEGINNING ATA ROCK MARKING THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN; THENCE, SOUTH 84 DEGREES 40 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 302.01 FEET TO A CAPPED IRON PIN (JOHNSON); THENCE, SOUTH 01 DEGREES 16 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 2170.69 FEET TO A CAPPED IRON PIN (JOHNSON); THENCE, SOUTH 87 DEGREES 48 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 1581.39 FEET TO A MAG NAIL; THENCE, SOUTH 24 DEGREES 11 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 474.41 FEET TO A MAG NAIL IN THE CENTER OF SAID RIGHT-OF-WAY; THENCE, NORTH 89 DEGREES 07 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 1679.83 FEET TO AND CAPPED IRON PIN (HILL) MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE, NORTH 01 DEGREES 10 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 1330.01 FEET TO A HEX HEAD IRON PIN; THENCE NORTH 00 DEGREES 36 MINUTES 15 SECONDS EAST A DISTANCE OF 1336.24 FEET TO THE POINT-OF- BEGINNING

SAID PARCEL CONTAINING 33.16 ACRES MORE OR LESS

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** 4 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 22nd day of June 2026.

_____

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

ATTEST:

_____

Lisa Thomas, City Clerk-Treasurer

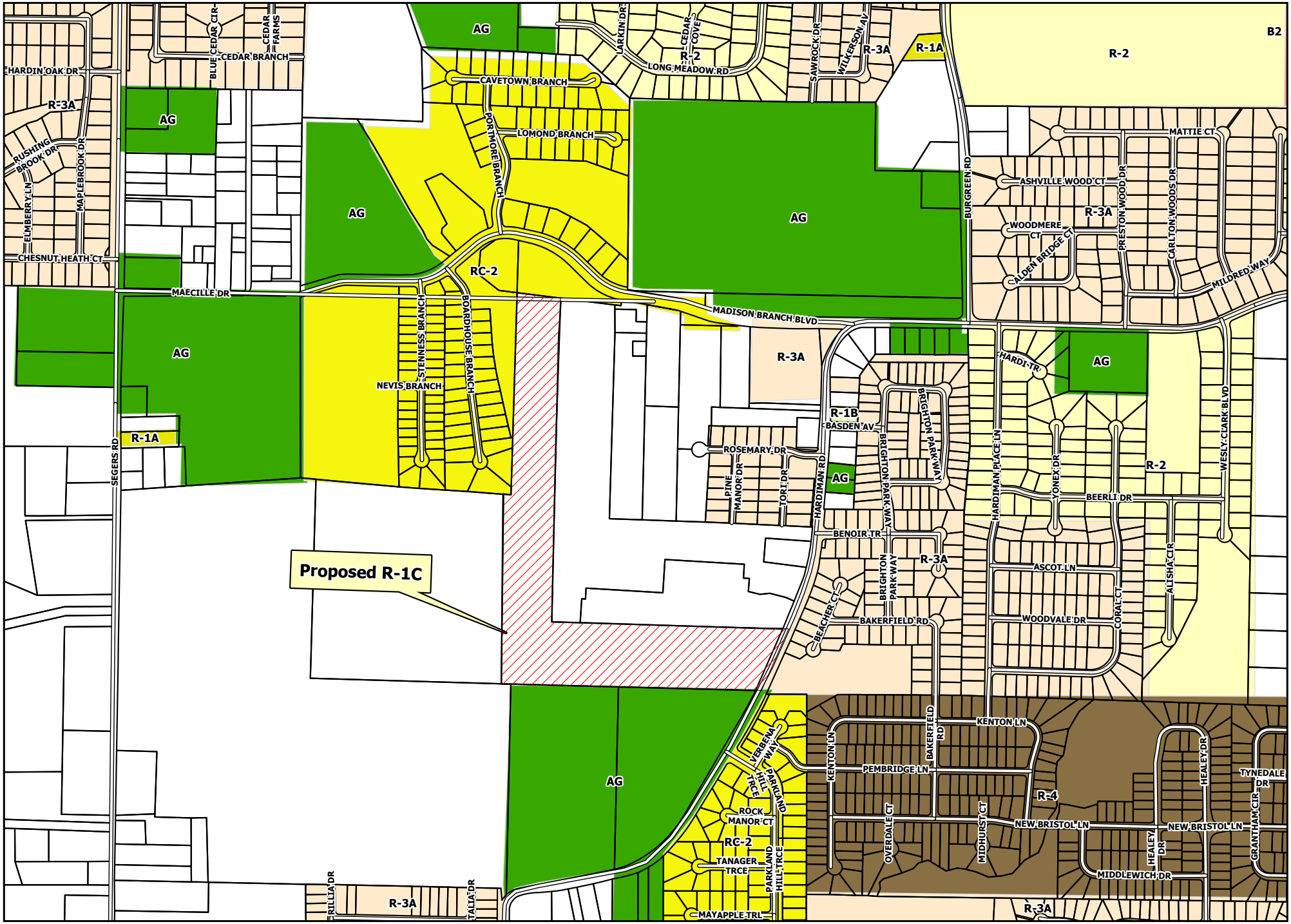
City of Madison, Alabama

APPROVED this _____ day of _____, 2026.

_____

Ranae Bartlett, Mayor

City of Madison, Alabama



Greenbrier Trails
Hardiman Road Zoning

THE CITY OF MADISON ALABAMA
plant your roots

RESOLUTION NO. 2026-224-R

A RESOLUTION AUTHORIZING A MASTER SERVICES AGREEMENT WITH THISGEN, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Master Services Agreement with ThisGen, Inc., for the provision of a cloud-based skills assessment platform to be utilized by the Madison Police Department for Public Safety Dispatcher recruitment, evaluation, and training, said Agreement being at no cost to the City and being substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as the "Mater Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this the 22nd day of June 2026.

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ___ day of June 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

ThisGen 911

Order Form

Quote ref.	20260528-225817401
Issue date	May 28, 2026
Expires	Aug 26, 2026

Seller

ThisGen, Inc.
908 S Bryan St.
Elmhurst, IL 60126
United States

Contact
John Edwards (john@thisgen.ai)
+15045541030

Buyer

City of Madison, AL

Contacts
Daniel Weaver (daniel.weaver@madisonal.gov)

Effective date

On agreement

Total contract value

$0.00

Line items

Item	Quantity	Unit price	Net price	Term total
ThisGen PreHire Starts on effective date Pre-hire assessment	1	$0.00	$0.00	$0.00

Terms

This Order Form adds the Services specified herein to Customer's subscription and is governed by the ThisGen Master Services Agreement v1.1 (the "v1.1 MSA"), attached and incorporated by reference. Customer's signature below constitutes acceptance of the v1.1 MSA.

Order of Precedence. If there is a conflict, the following order controls: (1) this Order Form, including any addendum or SOW signed by both parties and attached hereto; (2) the v1.1 MSA; and (3) the ThisGen Terms of Service. Any conflicting terms in a purchase order or similar document are void; a PO is accepted solely for administrative/invoicing purposes.

Subscription Term; Auto-Renewal. The Subscription Term for each Service ordered under this Order Form is set forth in the pricing section above (the "Initial Term"). THE SUBSCRIPTION TERM WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR PERIODS AT THISGEN'S THEN-CURRENT RATES UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF NON-RENEWAL AT LEAST SIXTY (60) DAYS BEFORE THE END OF THE THEN-CURRENT TERM. ThisGen will provide Customer with notice of any rate increase at least ninety (90) days before the renewal date; if the increase exceeds 10%, Customer may elect not to renew by providing written notice within thirty (30) days after receiving such notice.

ThisGen Master Services Agreement (MSA) v1.1

Payments

Customer agrees to the following payment terms: net 30

Acceptance

This section is designated for the authorized representatives from both parties involved in this agreement. Customer may accept by (a) e-signature, (b) PO referencing this Order Form, or (c) payment. By signing below, the signatories confirm their acceptance of the terms and conditions outlined in this document.

On behalf of the buyer,

Daniel Weaver
daniel.weaver@madisonal.gov

On behalf of the seller,

Zak Randall
zak@thisgen.ai

ThisGen 911

Master Services Agreement (MSA) v1.1

Effective Date: 2026-04-21

This Master Services Agreement ("**MSA**") is entered into by and between **ThisGen, Inc.** ("**ThisGen**") and the customer identified on the applicable Order Form ("**Customer**"). This MSA governs Customer's access to and use of ThisGen's interactive, cloud-based training, evaluation, and assessment platform commonly known as the "ThisGen 911 Platform" (the "**Platform**") and related services, content, and documentation that includes call simulation, automated AI-driven feedback, analytics, supervisor tools and interactive learning models (collectively, the "**Services**").

1) Order Forms; Structure; Precedence

1.1 **Order Forms.** Customer may purchase subscriptions to the Services via one or more order forms, quotes, statements of work, or similar ordering documents that reference this MSA (each, an "**Order Form**"). Each Order Form is incorporated into this MSA by reference.

1.2 **Precedence.** If there is a conflict, the following order controls: (1) the applicable Order Form (including any signed addendum to that Order Form), (2) this MSA, then (3) the Terms of Service. Any terms in a purchase order or similar document that conflict with this MSA or an Order Form are void; a PO may be used only for administrative purposes (e.g., supplier registration, invoice routing).

1.3 **Acceptance.** Customer accepts this MSA by signing an Order Form, issuing a PO that references an Order Form, or paying an invoice under an Order Form.

2) Definitions

"Authorized Users" means Customer's employees, contractors, agents, candidates, applicants and students/participants (if applicable) authorized to access and use the Services solely for Customer's internal business purposes, including training, evaluation, educational, and assessment purposes, as applicable under the relevant Order Form.

"**Content**" means the proprietary training materials, videos, tutorials, templates, evaluations, assessments, scores, summaries, analytics, benchmarks, reports, and other materials or resources made available through the Platform.

"Assessment Features" means any candidate, applicant, employee, trainee, or participant

assessment, evaluation, scoring, benchmarking, transcript, summary, analytics, reporting, or similar feature or output made available through the Services.

"No-Fee Assessment Tool" means any Assessment Features or related Services provided by ThisGen to Customer at no additional charge, on a trial, beta, evaluation, promotional, or no-fee basis, as identified in an applicable Order Form or otherwise designated by ThisGen in writing.

"**Customer-Provided Content**" means any documents, call-handling protocols ("Protocols"), GIS files, or other materials that Customer uploads or otherwise provides to the Platform before or outside a live simulation.

"**Conversation Data**" means (i) AI-generated caller audio, text, and metadata, (ii) dispatcher's spoken/typed responses, transcriptions, scores, and other data captured by the Platform during a simulation, and (iii) other synthetic or derived data the Platform creates.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by ThisGen in an aggregate and anonymized manner to compile statistical or performance information about the provision and operation of the Services.

"**Customer Data**" means Customer-Provided Content and any other information or content, in any form or medium, submitted, posted, uploaded, created or otherwise received directly or indirectly from Customer or an Authorized User, including Personal Information, to the Services or that is derived from the Processing of such data, information or content through the Services . Customer Data does **not** include Aggregated Statistics or Conversation Data or any other information reflecting the access or use of the Services by or on behalf of the Customer or any Authorized User. Customer Data also includes any documents, Protocols, GIS files or other materials that Customer uploads or otherwise provides to the Platform before or outside of a live simulation.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"Documentation" means any manuals, instructions, specifications, or other documents or materials that the ThisGen provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark,

trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, including without limitation the Family Educational Rights and Privacy Act ("FERPA").

"Personal Information" means information that Customer or an Authorized User provides or for which Customer or an Authorized User provides access to ThisGen, or information which ThisGen creates or obtains on behalf of Customer, in accordance with this Agreement that: (i) directly or indirectly identifies an individual (including, for example, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, genetic, health, or health insurance data, answers to security questions, and other personal identifiers).

"Process" means to take any action or perform any operation or set of operations that the SaaS Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. "Processing" and "Processed" have correlative meanings.

"Provider Materials" means the Services, Documentation, information technology infrastructure and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. Provider Materials include Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, including without limitation Conversation Data, but do not include Customer Data.

"Third-Party Materials" means any third-party products, materials, services and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to ThisGen that are provided with, incorporated into or used with the Services.

"**Subscription Term**" means the subscription term set forth in the applicable Order Form.

"Student Users" means Authorized Users who are enrolled students, trainees, or participants of Customer's educational program.

"Student Data" means Customer Data that relates to a Student User, including identifiers, account info, submissions, scores, and training performance. Student Data is Customer Data.

"Education Laws" means applicable education privacy and child privacy laws, including (where applicable) the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy

Protection Act ("COPPA").

3) Provision of Services; License

3.1 **Access Grant.** Subject to Customer's payment of Fees and compliance with this MSA and the applicable Order Form, ThisGen grants Customer a non-exclusive, non-transferable right during the Subscription Term to access and use the Services solely for Customer's internal business purposes, including training, evaluation, and assessment purposes, and solely by Authorized Users.

3.2 **Documentation License.** ThisGen grants Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation (if any) made available by ThisGen solely for Customer's internal use in connection with the Services.

3.3 **Reservation of Rights.** ThisGen reserves all rights not expressly granted to Customer in this MSA. Except for the limited rights expressly granted to Customer in this Agreement, ThisGen and its licensors retain all rights, title, and interest in and to the Services, Platform, Content, Documentation, and all related intellectual property. For clarity, ThisGen retains all ownership and Intellectual Property Rights or other right, title or interest in the Services and all related Content, Provider Materials and Third-Party Materials.

3.4 **Changes to Services.** ThisGen may modify the Services from time to time to maintain or improve security, availability, compliance, functionality, or performance. ThisGen may also make changes required by applicable law or by changes to third-party services used in connection with the Services. ThisGen will not materially reduce the core functionality of the Services during the applicable Subscription Term unless such reduction is required by law, security concerns, or the unavailability of third-party technology outside ThisGen's reasonable control. If ThisGen materially reduces core functionality of the Services during a Subscription Term and such reduction materially adversely affects Customer's authorized use of the Services, Customer may terminate the affected Order Form upon written notice within thirty (30) days after the reduction, and ThisGen will refund any prepaid fees for the terminated portion of the applicable Subscription Term on a pro rata basis.

Notwithstanding the foregoing, any No-Fee Assessment Tool may be added, modified, suspended, or discontinued at any time, with or without notice, and without liability, unless otherwise expressly stated in the applicable Order Form.

3.5 Subcontractors. ThisGen may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor").

3.6 Suspension or Termination of Services. ThisGen may, directly or indirectly, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other individual or entity's access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability,

if: (a) ThisGen receives an administrative, judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ThisGen to do so; or (b) ThisGen believes, in its discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the specifications; ii) any Protocols or other Customer-Provided Content has been uploaded or provided to ThisGen or the Platform without the necessary consents or permissions of the owner of such Protocols or other Customer-Provided Content, (iii) Customer or any Authorized User is or has been involved in any fraudulent, misleading, or unlawful activities; (iv) any vendor of ThisGen has suspended or terminated ThisGen's access to or use of Third-party Materials required to enable Customer or Authorized Users to access the Services, (v) Customer has violated its payment obligations to ThisGen, or (vi) this Agreement expires or is terminated (any such suspension described in subclauses (i) through (vi), a "Service Suspension"). This Section 3.6 does not limit any of ThisGen's other rights or remedies, whether at law, in equity, or under this Agreement. ThisGen shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. ThisGen shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. ThisGen will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

3.7 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, ThisGen may monitor Customer's and its Authorized User's use of the Services and collect and compile Aggregated Statistics. As between ThisGen and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by ThisGen. Customer acknowledges that ThisGen may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that ThisGen may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable Law.

3.8 Use of Customer Data. Customer hereby grants ThisGen the right to (a) use any Customer Data or any data obtained by ThisGen relating to the use of the Services by Customer or its Authorized Users in connection with any lawsuits brought against Customer or ThisGen and to (b) disclose any Customer Data as required by applicable Law; provided however that ThisGen will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in Customer's effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense. ThisGen will not disclose Customer-Provided Content to third parties or use it to train models without Customer's written permission.

1.1 **3.9** Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) ThisGen has and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any individual or entity by or through

the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or ThisGen; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

3.10 Support; Maintenance. During the applicable Subscription Term, ThisGen will provide Customer with reasonable technical support for the Services (e.g., issue troubleshooting and how-to assistance) via ThisGen's standard support channels. ThisGen may update, modify, or enhance the Services from time to time and may perform scheduled maintenance. ThisGen will use commercially reasonable efforts to provide advance notice of scheduled maintenance that is expected to materially impact availability, except where maintenance is required on an emergency basis or to address security, legal compliance, or operational stability. Any service levels, guaranteed response times, or uptime commitments will apply only if expressly set forth in an Order Form or written service level addendum signed by both parties. Notwithstanding the foregoing, any No-Fee Assessment Tool is provided on an as-is and as-available basis, and ThisGen will have no obligation to provide support, maintenance, service levels, guaranteed response times, uptime commitments, or continued availability for any No-Fee Assessment Tool unless expressly stated in the applicable Order Form.

4) Use Restrictions; Customer Responsibilities

4.1 **General Restrictions.** Customer shall not, and shall not permit any Authorized Users or any other individual or entity to, access or use the Provider Materials except as expressly permitted by this Agreement and, in the case of Third-party Materials, the applicable third-party license agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users or any other individual or entity to:

(i) copy, modify, or create derivative works of the Provider Materials, in whole or in part;

(ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Provider Materials;

(iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Provider Materials, in whole or in part;

(iv) remove, alter or obscure any proprietary notices, trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other Intellectual Property Rights notices from any Provider Materials, including any copy thereof from the Services or Documentation;

(v) access or use the Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;

(vi) access or use Provider Materials in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or any high-risk or safety-critical applications, or any other use or application where the failure of the Provider Materials could result in death, to personal injury or severe physical, property or environmental damage;

(vii) use Conversation Data to develop or train competing products or services or

(viii) otherwise access or use the Provider Materials beyond the scope of the authorization granted under this Section 4.

4.2 High-Risk Use Disclaimer. The Services are intended to support Customer's internal training, evaluation, and assessment activities, as applicable under the relevant Order Form. Customer acknowledges that all platform feedback, Assessment Features, and other outputs (including AI-generated outputs) are advisory, informational only, and non-determinative, and must be reviewed by qualified Customer personnel before being used in evaluations, training outcomes, operational changes, screening, interviewing, hiring, promotion, retention, compensation, discipline, or other employment-related actions.

ThisGen does not make hiring, promotion, retention, compensation, disciplinary, or other employment recommendations or decisions on Customer's behalf, and the Services do not constitute legal advice. Customer is solely responsible for all such decisions, for whether and how it uses any outputs from the Services, and for compliance with all laws, regulations, and policies applicable to Customer's use of the Services and any resulting actions.

Without limiting the foregoing, Customer is solely responsible for compliance with applicable employment, labor, anti-discrimination, privacy, biometric, accessibility, consumer reporting, background screening, and related laws, including providing any notices and obtaining any consents required for Customer's use of the Services or Assessment Features.

For clarity, the Services are not a live 911 system and must not be used to handle real emergency calls or real-world dispatch operations.

4.3 **Account Security.** Customer is responsible for maintaining the confidentiality of login credentials and for all activity occurring under Customer's accounts.

4.4 **Authorized Users.** Customer is responsible for Authorized Users' compliance with this MSA and the applicable Order Form.

4.5 4.5 **Student Users; Minors; Consents.** If Customer permits Student Users (including minors) to access the Services, Customer represents and warrants that it has provided all required notices and obtained all necessary consents and permissions from Student Users and/or their parents/guardians as required by Education Laws and Customer policies for ThisGen to provide the Services and process Student Data as described in this MSA. Customer is solely responsible for (a) supervising Student Users' use of the Services, (b) ensuring Student Users do not submit sensitive personal information unless Customer has authorized such submission and all required consents are in place, and (c) ensuring Customer's use of the Services complies with Education Laws and Customer's applicable district/school policies

4.6 Customer Responsibilities.

4.6.1 Customer Systems and Cooperation. Customer shall at all times during the Term set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used. Customer is responsible and liable for all uses of the Provider Materials resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible and liable for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer must (a) make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, (b) cause Authorized Users to comply with such provisions and obtain all necessary consents from Authorized Users regarding the disclosure to and use by ThisGen of Personal Information and (c) agree to be bound by, and shall cause each of its Authorized Users to agree to be bound by, the Company's Terms of Service located at https://www.thisgen.ai/terms.pdf ("Terms of Service"), which are hereby incorporated by this reference.

4.6.2 Third-Party Materials. The Services may incorporate or otherwise make available Third-Party Materials. ThisGen will identify material Third-Party Materials to Customer upon request. Third-Party Materials are subject to their own terms and conditions and applicable flow-through provisions, including without limitation the provisions contained in ThisGen's Terms of Service. If Customer does not agree to abide by the applicable terms for any such Third-Party Materials, Customer should not install or use those Third-Party Materials or the Services to the extent they incorporate those Third-Party Materials.

4.6.3 Effect of Customer Failure or Delay. ThisGen is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "Customer Failure").

4.6.4 Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 4, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data

to which any of them have gained unauthorized access); and (b) notify ThisGen of any such actual or threatened activity.

5) Data Rights & Model Improvement

5.1 Provider Materials. All right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein, are and will remain with ThisGen and, with respect to Third-party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 4 or the applicable third-party license. All other rights in and to the Provider Materials are expressly reserved by ThisGen. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to ThisGen an assignment of all right, title, and interest in and to the Aggregated Statistics, including all Intellectual Property Rights relating thereto.

10.2 5.2 Customer Data. ThisGen acknowledges that, as between ThisGen and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data (except to the extent that Customer Data utilizes or incorporates Provider Materials). Customer hereby irrevocably grants to ThisGen a non-exclusive, royalty-free, sublicensable, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or useful for ThisGen and its Subcontractors to provide the Services to Customer, enforce this Agreement and exercise ThisGen's and its Subcontractors' rights and perform ThisGen's obligations hereunder, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display de-identified Customer Data incorporated within the Aggregated Statistics, provided that ThisGen does not attempt to re-identify such data and binds any recipients to the same restriction. Customer represents and warrants that it has all necessary rights and permissions including without limitation under applicable Laws to provide to ThisGen any Customer Data and information uploaded to the Services which may contain Personal Information.

10.3 5.3 Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to ThisGen and its Subcontractors to enforce this Agreement and exercise ThisGen's and its Subcontractors' rights and perform ThisGen's obligations hereunder.

5.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to ThisGen by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider Materials, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, and all Intellectual Property Rights therein ("Feedback"), ThisGen is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to ThisGen on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and ThisGen is free to use, assign, transfer and license without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although ThisGen is not required to use any Feedback. Feedback will not be considered Customer's Confidential Information.

5.5 **Permitted Uses of Conversation Data.** ThisGen may use Conversation Data:
(a) to operate, maintain, train, and improve its models, services, and analytics; and
(b) to create Aggregated Statistics, provided such statistics do not identify Customer or its personnel without prior written consent.

5.6 **Customer Use of Conversation Data.** Customer may download and use Conversation Data internally for training, quality assurance, or record-keeping, but may not commercialize or distribute it outside the organization without ThisGen's prior written consent.

6) Confidentiality

6.1 **Confidential Information.** "Confidential Information" means non-public information disclosed by one party to the other that is marked confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure. ThisGen's Services, Content, and non-public product details are ThisGen Confidential Information. Customer Data is Customer Confidential Information.

6.2 **Protection.** Each party will protect the other's Confidential Information with at least the same care it uses to protect its own similar confidential information, and not less than a reasonable standard of care. Each party will use the other's Confidential Information only to perform or receive under this MSA.

6.3 **Exclusions.** Confidential Information does not include information that: (a) is or becomes public through no fault of the receiving party; (b) was known by the receiving party without breach of obligation; (c) is independently developed without use of the disclosing party's Confidential Information; or (d) is received from a third party without breach.

6.4 Compelled Disclosure; Public Records. If the receiving party is required by law, regulation, court order, subpoena, or other valid legal process to disclose any Confidential Information (including under

public records, open records, or FOIA-type laws applicable to Customer), the receiving party may disclose such Confidential Information to the extent required, provided that (to the extent legally permitted) it: (a) gives the disclosing party prompt written notice of the request or requirement; (b) reasonably cooperates with the disclosing party (at the disclosing party's expense) in seeking a protective order or other appropriate remedy, or in requesting confidential treatment; and (c) discloses only the portion of Confidential Information that it is legally required to disclose.

For avoidance of doubt, if Customer is subject to public records/open records laws, Customer may disclose ThisGen Confidential Information as required by such laws, provided Customer uses commercially reasonable efforts (where legally permitted) to provide notice to ThisGen and to assert or request applicable exemptions, confidential treatment, and/or redactions.

6.5 **Term.** Confidentiality obligations last during the Subscription Term and for **five (5) years** thereafter; trade secrets remain protected as long as they qualify for trade secret protection.

7) Security; Privacy; PHI

7.1 **Security.** ThisGen will employ commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, disclosure, or alteration in connection with the Services.

7.2 **Privacy.** ThisGen will comply with its Privacy Policy, as it may be amended in ThisGen's sole discretion from time to time, a current copy of which is set forth at https://www.thisgen.ai/privacy.pdf.

7.3 **HIPAA/PHI.** The parties acknowledge the Services are not intended to require transmission, storage, or processing of Protected Health Information ("PHI") as defined under HIPAA; therefore, a Business Associate Agreement is not required. Customer agrees not to upload PHI to the Services unless the parties have executed a separate BAA.

7.4 Education Privacy (FERPA/COPPA). Where Education Laws apply, ThisGen will process Student Data only for the purpose of providing, maintaining, and improving the Services for Customer, consistent with this MSA and the applicable Order Form. ThisGen does not sell Student Data and will not use Student Data for targeted advertising to Student Users. Customer acknowledges and agrees that Customer is responsible for determining what Student Data is provided to the Services and for obtaining any required consents or permissions under Education Laws. If Customer requests, the parties will reasonably cooperate in good faith to execute a separate education data privacy addendum required by Customer's policies or applicable law.

7.5 Employment and Assessment Use. To the extent Customer uses the Services or any Assessment Features in connection with candidates, applicants, employees, contractors, or other personnel, Customer is solely responsible for determining the lawfulness and appropriateness of such use,

including whether notices, disclosures, consents, authorizations, or impact assessments are required under applicable law or Customer policy.

7.6 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; (e) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use and (f) compliance by Customer and its Authorized Users with all Laws.

10.4 7.7 Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content, access, security and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

8) Fees; Taxes; Payment

8.1 **Fees.** Fees and expenses ("Fees"), payment schedule, and any limits (e.g., user bands) are set forth in the applicable Order Form. All Fees are non-refundable.

8.2 **Taxes.** Fees are exclusive of taxes. Customer is responsible for applicable sales, use, VAT, or similar taxes, excluding taxes based on ThisGen's net income.

8.3 **Late Payments.** Unless prohibited by law for Customer, overdue undisputed amounts may accrue interest at the lesser of 1.5% per month or the maximum allowed by law.

9) Term; Termination

9.1 **MSA Term.** This MSA remains in effect until terminated as provided herein; each Order Form has its own Subscription Term.

9.2 **Termination for Cause.** Either party may terminate an Order Form (and/or this MSA if no Order Forms remain) for material breach if the breach is not cured within **30 days** after written notice (or **15 days** if the breach is incapable of cure or involves misuse of the Services, security compromise, or nonpayment).

9.3 **Effect of Termination.** Upon termination/expiration of an Order Form:
(a) Customer will stop using the Services under that Order Form;

(b) ThisGen may disable access to the Services for that Order Form;

(c) each party will return or destroy the other party's Confidential Information upon request, subject to permitted archival/backup retention;

(d) Fees accrued before termination remain payable; and

(e) if Customer terminates for ThisGen's uncured material breach, ThisGen will refund prepaid Fees for the unused portion of the terminated subscription period (if any), unless prohibited by law or the Order Form states otherwise.

10) Warranties; Disclaimers

10.1 **Mutual Authority.** Each party represents it has the authority to enter into this MSA.

10.2 **Additional Customer Representations, Warranties, and Covenants**.

Customer represents, warrants, and covenants to ThisGen that:

(a) Customer owns or otherwise has and will have all necessary rights and consents in and relating to the Customer Data so that, as received by ThisGen and Processed in accordance with this Agreement, the Customer Data does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party, or violate any applicable Law, including without limitation any disclosures prohibited by FERPA unless expressly authorized in writing;

(b) In its use of the Services, Customer will comply with all applicable Laws, including without limitation any laws governing automated decision-making, artificial intelligence in employment, algorithmic accountability, employment, labor, anti-discrimination, privacy, biometric information, accessibility, consumer reporting, and background screening;

(c) Customer is solely responsible for ensuring that any feedback generated by the Services, including feedback generated by artificial intelligence, is reviewed by qualified Customer personnel before being used in evaluations, training outcomes, operational changes, screening, interviewing, hiring, promotion, retention, compensation, discipline, or other employment-related actions;

(d) Customer is solely responsible for ensuring that all consents obtained from its Authorized Users acknowledge the graphic and potentially traumatic nature of some of the materials that may be contained in the Provider Materials;

(e) With respect to any Customer Data (including Protocols) that Customer or its Authorized Users upload to the Platform or provide to ThisGen for use in connection with the Services:

> (i) Customer owns or has obtained all necessary rights, licenses, consents, and permissions to upload such Customer Data and to authorize ThisGen to store, use, transmit, and process it for evaluation, quality assurance, assessment, and training purposes in connection with the Services;
>
> (ii) If any Customer Data (including Protocols) is owned by a third party (for example, a vendor or publisher), Customer has obtained all necessary rights, licenses, consents, and permissions to submit such Customer Data and to authorize ThisGen's use of it as contemplated under this

MSA, and such use will not infringe, misappropriate, or violate any Intellectual Property Rights, privacy rights, or other rights of any third party, and will comply with all applicable laws, rules, and regulations;

(iii) Customer has provided all required notices and obtained all necessary consents (including, where applicable, under data protection, privacy, education, and child privacy laws) to enable ThisGen to lawfully process such Customer Data in accordance with this MSA; and

(iv) Customer will not provide ThisGen any Customer Data (including Protocols) that Customer does not have the right to provide or that is subject to restrictions that would be violated by ThisGen's use of such Customer Data in accordance with this MSA.

(f) Customer acknowledges that (i) ThisGen has no obligation to independently review, verify, or confirm the legality, scope, or sufficiency of Customer's rights in any Customer Data (including Protocols); and (ii) Customer is solely responsible for all Customer Data (including Protocols) that Customer or its Authorized Users submit to the Services, including ensuring that Customer has all necessary rights and permissions and that such Customer Data complies with applicable Laws and third-party rights.

10.3 **Disclaimer.** ALL PROVIDER MATERIALS ARE PROVIDED "AS IS." PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. CUSTOMER ACKNOWLEDGES THAT ALL FEEDBACK PROVIDED BY THE SERVICES THAT IS GENERATED BY ARTIFICIAL INTELLIGENCE OR OTHERWISE IS ADVISORY AND NON-DETERMINATIVE. PROVIDER MAKES NO WARRANTY OR REPRESENTATION ABOUT ITS ACCURACY OR IF IT CONTAINS BIAS. PROVIDER DOES NOT PROVIDE ANY WARRANTIES THAT THE SERVICES OR ANY FEEDBACK OR ANY ARTIFICIAL INTELLIGENCE FEEDBACK PROVIDED TO CUSTOMER OR ITS AUTHORIZED USERS WILL LEAD TO CORRECT RESULTS. PROVIDER SHALL NOT BE LIABLE FOR ANY DECISIONS, ACTIONS OR OUTCOMES ARISING FROM USE OR RELIANCE OF FEEDBACK FROM THE SERVICES OR FROM USE OF THE SERVICES. CUSTOMER ACKNOWLEDGES THAT PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE TRAINING OR EDUCATION PROVIDED BY THE SERVICES IS SUFFICIENT FOR THE PERFORMANCE OF CUSTOMER'S EMPLOYEES, CONTRACTORS OR STUDENTS DUTIES AND CUSTOMER IS SOLELY LIABLE FOR ENSURING THAT CUSTOMER'S TRAINING PROGRAMS ARE SUITABLE FOR PERFORMANCE OF SUCH DUTIES.

10.4 Advisory Outputs. CUSTOMER ACKNOWLEDGES THAT ALL FEEDBACK, ASSESSMENT FEATURES, SCORES, SUMMARIES, ANALYTICS, BENCHMARKS, REPORTS, AND OTHER OUTPUTS (INCLUDING AI-GENERATED

OUTPUTS) ARE ADVISORY AND INFORMATIONAL ONLY. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING, INTERPRETING, AND USING SUCH OUTPUTS, AND FOR ANY SCREENING, HIRING, PROMOTION, RETENTION, COMPENSATION, DISCIPLINARY, TRAINING, OPERATIONAL, OR OTHER BUSINESS DECISIONS MADE BY CUSTOMER.

11) Indemnification

11.1 **ThisGen IP Indemnity.** ThisGen will indemnify, defend, and hold harmless Customer from and against damages finally awarded arising out of a third-party claim ("IP Claim") alleging that the Services, or any use of the Services in accordance with this MSA infringes or misappropriates any third party's U.S. Intellectual Property Rights, provided Customer: (a) promptly notifies ThisGen in writing of an IP Claim, (b) provides reasonable cooperation to ThisGen , and (c) allows ThisGen sole authority to control the defense and settlement of such IP Claim. Notwithstanding the foregoing, ThisGen will have no indemnification obligation under this Section 11.1 with respect to any No-Fee Assessment Tool unless expressly stated in the applicable Order Form.

11.2 **Mitigation.** If an infringement claim occurs (or is likely), ThisGen may: (a) modify or replace the Services to make them non-infringing, (b) obtain the right for Customer to continue using them, or (c) terminate the affected Order Form and refund prepaid fees for the unused portion of the affected subscription period. For any No-Fee Assessment Tool, ThisGen may instead suspend, modify, or discontinue the affected feature without liability or refund obligation.

11.3 **Exclusions.** ThisGen's indemnity obligations do not apply to IP Claims arising from or related to : (a) Customer Data or Customer-Provided Content (including without limitation Protocols); (b) use of the Services in combination with data, software, hardware, equipment, or technology not provided by ThisGen or authorized by ThisGen in writing; (c) modifications to the Services not made by ThisGen; (d) Third-Party Materials, (e) access to or use of the Services or the Provider Materials in combination with any hardware, system, software, network, or other materials or service not provided by ThisGen or specified for Customer's use in the Documentation; (f) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of ThisGen; (g) failure to obtain the necessary consents from each Authorized User for ThisGen to use the Customer Data in accordance with this Agreement; or (h) an act or omission of Customer or an Authorized User; (i) Customer's use of the Services outside the scope of this MSA/Order Form; or (j) any No-Fee Assessment Tool or any beta, trial, evaluation, or promotional feature provided without charge.

11.4 Customer Indemnity. Customer shall indemnify, defend, and hold harmless ThisGen and its Subcontractors, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "ThisGen Indemnitee") from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever

kind, including reasonable attorneys' fees incurred by such ThisGen Indemnitee resulting from any action, claim or proceeding by a third party (other than an affiliate of a ThisGen Indemnitee) ("Action") that arise out of or result from, or are alleged to arise out of or result from: (a) Customer Data (including Protocols) and including any Processing of Customer Data by or on behalf of Provider in accordance with this Agreement and/or any data privacy or security issues, including any unauthorized access or disclosure of Customer Data; (b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including ThisGen's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by ThisGen; (c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this MSA; (d) act or omission by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this MSA or the use of the Services; (e) use of the Services in combination with data, software, hardware, equipment, or technology not provided by ThisGen or authorized by ThisGen in writing; (f) modifications to the Services not made by ThisGen; (g) use of the Services to provide training to Customer's employees, contractors and students; (h) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of ThisGen; (i) Customer Data (including Protocols) infringing or misappropriating any third-party Intellectual Property or other rights; (j) Customer Data (including Protocols) being uploaded to the Services or Platform or used by the Services or Platform without necessary rights or permissions; (k) any claim that ThisGen's use of Customer Data (including Protocols) tortiously interfered with the rights of a third party or induced a breach of contract between Customer and the owner of any rights in the Customer Data (including Protocols); and (l) Customer's use of any Assessment Features in connection with screening, interviewing, hiring, promotion, retention, compensation, discipline, or other employment-related decisions, including claims alleging violation of applicable employment, labor, anti-discrimination, privacy, biometric, consumer reporting, background screening, accessibility, or similar laws.

11.5 **Procedure.** The indemnified party will promptly notify the indemnifying party and provide cooperation. The indemnifying party controls the defense and settlement, except it may not settle in a way that admits fault or imposes obligations on the indemnified party without consent.

11.6 **Sole Remedy.** THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12) Limitation of Liability

12.1 **No Consequential Damages.** IN NO EVENT WILL THISGEN BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR USE, EVEN IF ADVISED OF THE POSSIBILITY.

12.2 **Liability Cap.** EXCEPT FOR (A) A PARTY'S INDEMNIFICATION OBLIGATIONS, OR (B) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MSA WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER FORM(S) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Notwithstanding the foregoing or anything else in this MSA, ThisGen's aggregate liability arising out of or relating to any No-Fee Assessment Tool will not exceed the greater of one hundred dollars ($100) or the amount paid specifically for the No-Fee Assessment Tool.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.4 OR CUSTOMER'S BREACH OF ITS REPRESENTATIONS AND WARRANTIES IN SECTION 10.2 REGARDING CUSTOMER DATA (INCLUDING PROTOCOLS), AND CUSTOMER AGREES THAT CUSTOMER WILL BE LIABLE FOR ANY DAMAGES, LOSSES, OR CLAIMS ARISING FROM CUSTOMER'S SUBMISSION OR USE OF CUSTOMER DATA (INCLUDING PROTOCOLS) FOR WHICH CUSTOMER DOES NOT HAVE SUFFICIENT RIGHTS.

13) Publicity

Unless prohibited by law or policy applicable to Customer, ThisGen may list Customer's name and logo as a customer in a factual manner (e.g., customer lists). Any case study, testimonial, press release, or more detailed use requires Customer's prior written approval.

14) Miscellaneous

14.1 **Force Majeure.** Neither party is liable for delays due to events beyond reasonable control.

14.2 **Independent Contractors.** The parties are independent contractors.

14.3 **Notices.** Notices must be in writing and delivered to the addresses in the applicable Order Form (or by email to notice addresses designated by the parties).

14.4 **Governing Law; Venue.** This MSA is governed by the laws of the State of **Delaware**, excluding conflicts rules. Venue will be state or federal courts located in Delaware **unless** Customer is a U.S. state or local governmental entity legally required to use its own jurisdiction's law/venue, in which case the parties will use Customer's jurisdiction.

14.5 Government Entity; Mandatory Legal Requirements. If Customer is a U.S. federal, state, or local governmental entity, or otherwise subject to public procurement or other mandatory laws/regulations ("Public Entity Requirements"), then: (a) this MSA and any Order Form will be interpreted and performed in a manner consistent with applicable Public Entity Requirements, and only to the extent permitted by

such requirements; (b) nothing in this MSA or any Order Form will be construed to require Customer to take any action, make any payment, or grant any right that Customer is prohibited from taking, making, or granting under applicable law; (c) any provision that is prohibited or unenforceable under applicable Public Entity Requirements will be deemed modified to the minimum extent necessary to make it enforceable (or, if it cannot be so modified, severed), and the remainder will remain in effect; and (d) the parties will cooperate in good faith to execute a conforming amendment if reasonably requested by either party.

14.6 Non-Appropriation (Government Customers). If Customer is a governmental entity whose payment obligations are subject to the appropriation and availability of funds, Customer may terminate the applicable Order Form upon thirty (30) days' written notice to ThisGen if Customer's governing body fails to appropriate or allocate funds for Customer's payment obligations for the then-current fiscal period. In such event, Customer will pay for Services actually provided through the effective date of termination and any other undisputed amounts accrued and payable through such date, and Customer will have no obligation to pay fees attributable to periods after the effective date of termination.

14.7 **Entire Agreement.** This MSA and the Order Forms constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement and the related Order Forms the following order of precedence governs: (i) first, the Order Forms but only to the extent of such conflict and only for the Services set forth in such Order Form and (ii) second, this Agreement.

1.1 14.8 **Amendment/Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.9 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. If any term or other provision is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

1.1 14.10 Assignment. Neither party may assign this MSA without the other party's prior written consent, except that either party may assign this MSA to an affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section is void. This MSA is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

1.2 14.11 Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Provider Materials or any Customer Data outside the US.

14.12 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 6 (Confidentiality) or, in the case of Customer, Sections 4 (Use Restrictions) or 10.2 (Customer Representations), would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.13 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

1.1 14.14 **Survival.** The following provisions survive expiration or termination of this MSA: Section 2 (Definitions), Section 5 (Data Rights & Model Improvement) to the extent rights accrued pre-termination, Section 6 (Confidentiality), Section 8 (Fees; Taxes; Payment) as to amounts accrued, Section 9.3 (Effect of Termination), Section 10.3 (Disclaimer), Section 11 (Indemnification), Section 12 (Limitation of Liability), Section 13 (Publicity), and Section 14 (Miscellaneous), together with any other provision that by its nature should survive.

RESOLUTION NO. 2026-220-R

A RESOLUTION AUTHORIZING THE EXECUTION AND SUBMISSION OF A FIREHOUSE SUBS PUBLIC SAFETY GRANT APPLICATION FOR THE PURCHASE OF AUTOMATED EXTERNAL DEFIBRILLATORS

WHEREAS, the Madison Police Department desires to apply for a Firehouse Subs Public Safety Foundation Grant for the purchase of twelve (12) automated external defibrillators (AEDs); and

WHEREAS, the grant, if awarded, will provide 100% funding for the purchase of the proposed equipment and will not require any matching funds from the City;

BE IT RESOLVED, by the City Council of the City of Madison, Alabama, that the Mayor, Police Chief, and Director of Finance are hereby authorized, requested, and directed to execute and submit on behalf of the City of Madison, Alabama, a municipal corporation of the State of Alabama, an application for a Firehouse Subs Public Safety Foundation Grant in the amount of Twenty-Three Thousand Seven Hundred Sixty-Six Dollars and Twenty-Four Cents ($23,766.24) to be used for the purchase of automated external defibrillators.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of June 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Firehouse Subs Public Safety Foundation
Grant Application

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Congratulations! Your organization has met Firehouse Subs Public Safety Foundation's pre-qualification criteria to be considered for a grant.

STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.

Thank you for your interest in Firehouse Subs Public Safety Foundation, where we are committed to giving back to communities by supporting first responders and public safety organizations with lifesaving equipment and funding resources.

PLEASE APPLY EARLY

IMPORTANT: A maximum of 600 grant applications are accepted on a quarterly basis. Once the maximum number of applications is met, the site will close for the remainder of the quarter.

- *Applications are considered on a quarterly basis ALL approvals and denials will be emailed to applicants within two months after the grant deadline. Please do not email our Foundation regarding the status of your application.*
- **DO NOT** send email inquiries to the Firehouse Subs Care Center or through the Firehouse Subs EMS survey.
- **DO NOT** phone the Firehouse Subs main office or Firehouse Subs restaurants with grant inquiries.

The grant process is a partnership. We greatly appreciate your cooperation and compliance.

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APPLICATION GUIDELINES AND REQUIRED ATTACHMENTS

STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.

Please prepare the following attachments before you continue. We cannot consider your application if any of the required information is missing.

- **Background/History**
  - Brief history of your department or organization, and how this grant will benefit your community

- **Vendor Equipment Quote/Bid**

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

  - Vendor sales representative first and last name must be included on quote ○ Vendor email address must be included on quote
  - The name & *physical* address of your organization must be included
  - The first and last name of a contact person from your organization must be included ○ Only one vendor quote can be submitted. Your application will not be considered if more than one quote is submitted.
  - Quotes must be itemized ○ Online quotes will not be accepted
  - Must be dated within six months of the application deadline ○ Must contain *only* the item(s) pertaining to your grant request
  - The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application
  - Include sales tax and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the quote.
  - Maintenance plans and extended warranties are not permissible
  - Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify them that you are applying for a grant from our Foundation.

Most Recent Financial Information

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:

  - A recent - within one month - Balance Sheet which consists of Assets and Liabilities ○ A recent - within one month - Profit & Loss Statement also called an Income Statement ○ A current year annual budget showing projected income and expenses ○ A previous year audit or 990

- **Equipment Inventory**

Inventory documentation must list the name of your organization.

  - Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory.

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- First Responder Organizations: Please include a list of apparatus, vehicles and other specialized equipment. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)

- **Internal Revenue Service Form W-9 (Rev. October 2018)** ○ *Please contact your accounting department or treasurer to obtain a completed W-9 form. Your application will not be considered if any of the following sections of your W-9 are missing.*
  - Name as shown on your income tax return
  - Entity Name, *if different from line 1*
  - Federal Tax Classification (including Other explanation if required) ▪ Exempt payee code (if any)
  - Address
  - City, State & Zip Code
  - Employer ID Number (EIN)
  - Signed by an official of the organization
  - Dated no more than one year from the submission date of this application

CLICK HERE to preview samples of completed W-9 forms.

FREQUENTLY ASKED QUESTIONS & TIPS

STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.

Please Apply Early. A maximum of 600 applications are accepted on a quarterly basis. Please **do not** contact area restaurants or Firehouse Subs Care center with grants questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations. All requests must fall within our funding guidelines via firehousesubsfoundation.org/about-us/funding-areas.

Are there items that your Foundation does not support?

All requests must fall within our funding guidelines found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors include:

- body cameras
- building exhaust removal systems
- crash data boxes
- dash cams
- drones and drone accessories
- exercise equipment
- guns/firearms/use of force equipment, riot gear, laser pointers (designators) & tasers
- inflatable bounce houses
- license plate readers
- Narcan & TruNar analyzers
- Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs
- Polar Breeze thermal rehabilitation systems

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- portable message signs
- power load stretchers
- promotional items including apparel, costumes & Pluggie the fire plug/Sparky the Fire Dog robots
- radar detectors
- recording devices
- refurbished equipment
- security systems & surveillance equipment
- stop sticks
- throw bots
- traffic road barriers

Who can apply for this grant?
Fire Departments, law enforcement, EMS, municipal & state organizations, public safety organizations, nonprofits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?
We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?
No. If your organization has already purchased the equipment and is seeking reimbursement, please do not apply.

What are the most common reasons a grant application is marked incomplete?

- Quote is missing the required contact information and/or is not itemized
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information
- The name of the organization is missing on the inventory and/or financials • W9 form is missing the required information

Can my organization submit multiple grant applications?
The Foundation does not accept more than one grant request per organization each quarter. If your organization receives a grant, please wait a minimum of two years from the date of approval to apply again.

Is the Firehouse Subs Public Safety Foundation grant a matching grant? There are no matching funds involved in our organization's grants program.

If my request is more or less than $20,000 will it be considered?
$15,000-$25,000 is a guideline. Requests exceeding $50,000 will be denied.

What financial information should we provide?
Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted: ○ A recent - within one month - Balance Sheet which consists of Assets and Liabilities ○ A recent - within one month - Profit & Loss Statement also called an Income Statement ○ A current year annual budget showing projected income and expenses ○ A previous year audit or 990

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

What is needed for the required vendor quote/bid attachment?
You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote ○ Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first & last name of a contact person from your organization must be included ○ Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Quote must be itemized ○ Online quotes will not be accepted
- Must be dated within six months of the application deadline ○ Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application
- Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation.

What inventory information should I provide?
Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory, and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?
Our Foundation focuses its resources in areas served by Firehouse Subs restaurants, however, we recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?
Grant award notifications will be emailed to ALL applicants within two months after the grant deadline. Please do not contact the Foundation, restaurants or the Firehouse Subs Care Center with questions regarding your grant status.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?
Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, or firearm simulators.

Does the Foundation only work with specific equipment vendors?
No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations.

Does the Foundation fund requests for refurbished equipment? We do not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment? We do not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?
We will consider requests for partial funding, however, the balance of funds must be secured and outlined within your grant request. Documentation of partial funding must be included as part of your background/history attachment.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

Firehouse Subs Public Safety Foundation Scholarships Program FAQs

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational technical school for the upcoming academic year. Click here to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

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SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

ACCOUNT REGISTRATION

Applicant First Name* _____

Applicant Last Name* _____

Applicant Title* _____

Email* _____ (we prefer an official email address for your organization/department)

Applicant Cell Phone Number * _____

*Please note, this information cannot be edited once submitted.

APPLICANT and DEPARTMENT INFORMATION

Firehouse Subs Public Safety Foundation

Grant Application

Organization/Department: (this must be your organization's official name)_____

Department Tax ID # (xx-xxxxxxx):_____

Mailing Address 1: _____

Mailing Address 2: _____

City, State & Zip Code: _____

Shipping Address: _____

Organization Phone Number: _____ Organization

Phone Extension: _____

Applicant Cell Phone Number:_____

Secondary Applicant* First and Last Name: (must be different from main applicant first & last name)

_____

Secondary Applicant* Cell Phone Number: (must be different from main applicant phone number)

____

_____

Secondary Applicant* Extension: _____

Secondary Applicant* Email Address: (must be different from main applicant email) _____

* Contact information for **two separate individuals** must be included in order for your application to be considered.

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Communities Served: _____

Population: _____
Number of Runs/Calls for Service per Year (for fire, EMS and police only): _____

Local Approval Pre-Qualifications (Select the option that applies to your department/organization) ○ As required by our community, this request has been presented and approved by our local government as part of our process when applying for external funding. ○ Our jurisdiction requires approval from local officials once the award is granted.

○ Our jurisdiction does not require pre-approval from local officials.

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APPLICATION REQUEST INFORMATION

Please select the type of grant you are requesting:

◉ **Equipment Donation/Prevention Education Items**

○ **Scholarships/Continuing Education**

- Please note, our Foundation only reviews scholarship/continuing education grants connected with accredited schools
- For all-terrain wheelchair grant applications, email foundation@firehousesubs.com to request a paper allterrain wheelchair grant application, and please title the email All-Terrain Wheelchair Grant Request

EQUIPMENT DONATION/PREVENTION EDUCATION ITEMS

The Foundation will determine the procurement method if your grant is approved. The equipment purchase will be implemented in one of two ways:

1) The Foundation Team will purchase the requested equipment on your behalf, and the vendor will ship it directly to your organization. Upon delivery, you must email a *signed & dated* copy of the packing slip to the Foundation.

OR

2) You will receive a Memo of Understanding from the Foundation. Once it is signed by both parties, you will receive funding via ACH Transfer to make your purchase according to the approved vendor quote. After you receive your equipment, you must email *signed and dated* copies of all invoices to the Foundation within one week of delivery.

What Equipment are you requesting? Please include the quantity of each item._____

_____

Vendor company name:_____

Sales representative first and last name:_____

Sales representative email address:_____

What is the TOTAL cost of the equipment?

Include sales tax and shipping, where applicable. Requests exceeding $50,000 will not be accepted.

_____

☐ I understand that in order to be considered for funding, the total dollar amount and equipment quantities listed on the submitted quote/bid must match the total above.

Has your department applied for this specific request in the past and been denied?

_____ Yes _____ No

If yes, how many times, prior to this application, has this request been submitted? _____

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Briefly explain how the equipment will benefit your community and your department.

This would have a direct impact on more than _____children and _____senior citizens in our community. (For prevention education items.)

COMMUNITY IMPACT

Have you unsuccessfully reached out to the city for funds to purchase the equipment?

Was there a particular instance where a life would have been positively impacted if you would have had the equipment available?

What positive effects will the equipment specifically have? Please describe how the requested equipment or funding would benefit your local community. We ask that you do not cite national statistics.

SCHOLARSHIPS/CONTINUED EDUCATION REQUESTS

Please note:
Our Foundation only reviews scholarships/continuing education grants connected with accredited schools.

For all-terrain wheelchair grant applications, please email foundation@firehousesubs.com to request a paper All-Terrain Wheelchair Grant Request.

If you are requesting funds for scholarships or continued education:

How do you plan to use the funds requested? _____

What is the amount of funding you are requesting? _____

How many scholarships would the requested funding provide? _____

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Please describe the selection and distribution process for the requested scholarship funding. _____

_____

_____

Has your department applied for this specific request in the past and been denied? Yes _____ No _____

If yes, how many times, prior to this application, has this request been submitted? _____

Please provide a detailed description of how the funding will assist your organization:

_____

_____

COMMUNITY IMPACT

What positive effects will the funds specifically have? Please describe how the requested funding would benefit your local community. We ask that you do not cite national statistics.

_____

_____

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you:

_____

How far is this location from your department?_____Miles

How did you hear about our organization? _____

_____

Has your department received funding from Firehouse Subs Public Safety Foundation in the past two years?

This information will be verified, if submitted incorrectly it will result in an automatic denial. ◉ Yes ○ No

It is strongly recommended and greatly appreciated that your organization acknowledges the donation by displaying our Foundation logo on donated items/equipment whenever possible. Please note that the artwork will need to be approved by our Foundation team before being displayed.

If approved for funding we may facilitate a media presentation/press event at a local Firehouse Subs restaurant to demonstrate the equipment and acknowledge the donation. It may take up to a year depending

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on location and donation delivery timeframe. In the meantime, we ask that any immediate media announcements regarding the grant award be approved by the Foundation.

By applying, you grant Firehouse Subs Public Safety Foundation (the "Foundation") permission to use your organization's name and identifying trademarks in connection with this application and in connection with the Foundation's solicitations for support.

☐ Initial Acceptance

PIO (Public Information Officer) Name: _____

(If you do not have a PIO, please list a contact for event planning and publicity. This individual will need to be readily available by email and phone.)

PIO e-mail: _____ PIO phone number: _____

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FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION PRINT/VIDEO RELEASE

Applicant First and Last Name: _____

Applicant Organization: _____

Date: _____

The organization listed above, and its affiliates, hereby grant Firehouse Subs Public Safety Foundation, Inc., Firehouse Restaurant Group, Inc. (including its subsidiaries and affiliates) and its officers, directors, nominees, designees, successors, and assigns (hereinafter called "Producer"), permission to use, assign, convey, reproduce, copyright, and publish images or visual likenesses, names, and/or voices ("Personal Information") in any video, photograph, sound or other recording, and/or other media for commercial, informational, educational, advertising, or promotional purposes.

The organization hereby waives any right to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied.

The organization hereby releases, discharges, and agrees to hold harmless Producer from any liability of any nature or description by virtue of any use whatsoever of Personal Information, whether intentional or otherwise, including but not limited to any change that may occur or be produced in the taking of said pictures or images or in the recording of any sound, or in any processing in connection with the completion of the finished product.

☐ By checking this box, the organization listed above, and its affiliates, agree to the terms of the print/video release.

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SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

APPLICATION CHECKLIST

Before submitting, please check that your application has been submitted completely by reviewing the checklist below. Your application will not be considered if any of information requested throughout the application is missing.

Applicant & Alternate Contact Information

- Main applicant contact information must differ from alternate contact information ○ First and last name, email address and phone number must differ

Background/History Attachment

- Has the following documentation been submitted?
- Background/History- Brief history of your department or organization, and how this grant will benefit your community

Vendor Equipment Quote/Bid

- Does the submitted vendor equipment quote/bid include the following information?
  - Vendor sales representative first and last name ○ Vendor email address
  - The name & *physical* address of your organization
  - The first & last name of a contact person from your organization
  - Only one vendor quote has been be submitted ○ The quote must be itemized ○ The quote is dated within six months of the application deadline ○ The quote *only* includes item(s) pertaining to your grant request
  - The total dollar amount and equipment quantities in the vendor quote ***MATCH*** the total that your department is requesting
  - Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
  - Sales tax and freight charges are included, if applicable

Please note: The cost of maintenance plans and extended warranties are not permissible and should not be included in submitted quotes.

Most Recent Financial Information

- Does the submitted financial information include the following information?
  - The organization, city or county name
  - Both revenue and expenses ○ One of the following:
    - A recent - within one month - Balance Sheet which consists of Assets and Liabilities
    - A recent - within one month - Profit & Loss Statement also called an Income Statement
    - A current year annual budget showing projected income and expenses ▪ A previous year audit or 990

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Equipment Inventory

- Does the submitted equipment inventory include the following information?
    - Organization name
    - A list of your organization's apparatus, vehicles and other specialized equipment

NOTE: Equipment inventory is only required for first responder organizations. If your organization does not have apparatus, vehicles or specialized equipment, please ensure a document is attached noting the organization does not have any applicable inventory.

Internal Revenue Service Form W-9 (Rev. October 2018) •

Does the submitted W-9 include the following requirements?

- Name as shown on your income tax return
- Entity Name, *if different from line 1*
- Federal Tax Classification (including Other explanation if required)
- Exempt payee code (if any)
- Address
- City, State & Zip Code
- Employer ID Number
- Signed by an official of the organization
- Dated no more than one year from the submission date of this application

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stryker

LIFEPAK® CR2

defibrillator cellular

Features

- Easy to use
- Cellular connectivity
- Self-monitoring
- Location services
- cprINSIGHT® analysis technology
- Durability

You can't predict when an emergency strikes, but you can be prepared.

Sudden cardiac arrest can happen to anyone, anywhere. A victim's chance of survival dramatically decreases for every minute without treatment[1]. A nationwide study of law enforcement agencies proved first responder automated external defibrillator (AED) programs can reduce the time to defibrillation and increase a victim's chance of survival from out-of-hospital sudden cardiac arrests[2].

- **Metronome and CPR coaching**
  Sets an effective pace and audibly guides users.
- **ClearVoice™ technology**
  Detects background noise and adjust tones and voice prompts to ensure they can be heard clearly in noisy environments.
- **QUIK-STEP® electrodes**
  Peel directly off the base for faster placement.
- **LIFEPAK TOUGH™**
  IP55 rating for challenging environments.
- **Child mode**
  Child mode delivers lower energy levels appropriate for young children without having to change electrodes.
- **Cellular connectivity**
  Device will use a 4G cellular connection and/or Wi-Fi to communicate with LIFELINKcentral™.
- **LIFELINKcentral AED Program manager**
  Monitor AED programs by tracking AED status, sending patient data to hospitals, and giving device specific location information.

References:
1 Graham R, McCoy M, Schultz A. Strategies to Improve Cardiac Arrest Survival, A Time to Act. Institute of Medicine Report, 2015.
2. Husain S, Eisenberg M. Police AED programs: a systematic review and meta-analysis, Resuscitation. 2013; 84: 1184–1191.

This document is intended solely for the use of healthcare professionals. A healthcare professional must always rely on his or her own professional clinical judgment when deciding whether to use a particular product when treating a particular patient. Stryker does not dispense medical advice and recommends that healthcare professionals be trained in the use of any particular product before using it.

The information presented is intended to demonstrate Stryker's product offerings. A healthcare professional must always refer to operating instructions for complete directions for use indications, contraindications, warnings, cautions, and potential adverse events, before using any of Stryker's products. Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Specifications subject to change without notice.

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The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Manufactured by:
Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052 U.S.A.
Toll free 800 442 1142
stryker.com/emergencycare

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The Portal is Closed Until 7/9/2026

GRANT APPLICATION FAQs

APPLICATION CHECKLIST

START AN APPLICATION

SIGN IN

Frequently Asked Questions & Tips

STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.

Please Apply Early. IMPORTANT: Many users are unable to submit the application on the last page. If this happens, please follow the steps in the video LINKED HERE to submit.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities. This is accomplished by providing lifesaving equipment and prevention education tools to first responders and public safety organizations. All requests must fall within our Foundation's funding guidelines which can be found on our website via firehousesubsfoundation.org/about-us/funding-areas. See below for information regarding items that are not supported by our grants program.

Are there items that your Foundation does not support?

All requests must fall within our Foundation's funding guidelines which can be found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors at this time include body cameras, building exhaust removal systems, crash data boxes, dash cams, drones and drone accessories, exercise equipment, goodie bags, guns/firearms/use of force equipment, riot gear, laser pointers (designators), inflatable bounce houses, license plate readers, Narcan, portable message signs, Pluggie the fire plug robot, Polar Breeze thermal rehabilitation systems, police radar equipment, power load stretchers, recording devices, refurbished equipment, security systems, surveillance equipment, Sparky the Fire Dog robots and costumes, stop sticks, tasers, throw bots, traffic road barriers, TruNar analyzers, t-shirts & polos, etc. Note: Our organization is unable to accept requests for Scott SCBA Model AP50 at this time. All other Scott product requests are acceptable.

Is this grant only available for Fire Departments?

No. Law enforcement, EMS, public safety organizations, non-profits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of three years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?

Our program DOES NOT provide reimbursements for purchased equipment. If your organization has already purchased the equipment and is requesting reimbursement, please DO NOT apply.

Can my organization submit multiple grant applications?

No, the Foundation does not accept more than one grant request per organization. The Foundation is unable to make exceptions to this rule.

Is the Firehouse Subs Public Safety Foundation grant a matching grant?

There are no matching funds involved in our organization's grants program.

Does the Foundation accept requests for partial funding?

The Foundation does not consider request for partial funding.

If my request is more or less than $20,000, will it be denied?

$15,000-$25,000 is a guideline. Requests exceeding $40,000 will not be accepted.

What financial information should we provide?

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What is needed for the required vendor quote/bid attachment?

An official vendor quote must be submitted with the following information for your grant request to be considered.

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation. Please ensure the quote reflects the most up-to-date and accurate pricing. As a non-profit charity we are responsible for the allocation of donor dollars. This includes procuring granted equipment at a savings, whenever possible.

Submitted quotes MUST meet the requirements below, please read carefully:

o Vendor sales representative first and last name must be included on quote

o Vendor email address must be included on quote

o The name & ***physical*** address of your organization must be included

o The first & last name of a contact person from your organization must be included

o Only one vendor quote may be submitted. Your application will be marked incomplete if more than one quote is submitted.

o Quote must be itemized

o Online quotes will not be accepted

o Must be dated within six months of the application deadline

o Must contain ***only*** the item(s) pertaining to your grant request

o The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application. Please ensure the quote reflects the most up-to-date and accurate pricing

o Include sales tax, freight charges and any anticipated installation fees, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs, sales tax, or installation not included in the submitted quote. All costs, including accessories, must be itemized

o The cost of maintenance plans and extended warranties are not permissible

o Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Important: Only one vendor quote may be submitted for related items only, within one equipment category. Unrelated equipment cannot be combined into one quote. Examples of unacceptable requests include quotes for un-related equipment:

- Cutter, Spreader and Fire Hoses*
- AEDs and gas monitors*
- Requests with more than one quote

* these items do not belong in the same equipment category

What inventory information should I provide?

Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation mainly focuses its resources in areas served by Firehouse Subs restaurants. We recognize the need of rural and volunteer departments throughout the country and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?

Grant award notifications will be emailed to ALL applicants prior to the portal reopening date each quarter. Please do not contact restaurants or the Firehouse Subs Care Center with questions regarding your grant.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

As per our guidelines, Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, firearm simulators, or other use of force items.

Does the Foundation only work with specific equipment vendors?

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations. As needed, the Foundation's procurement team will evaluate pricing and reach out to other distributors of the same manufacturer and brand.

Does the Foundation fund requests for refurbished equipment?

No, our organization does not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment?

No, our organization does not accept grant requests for patent-pending products.

If the grant is approved and the vendor provides a discount on the granted equipment, can we order more items?

No. Any savings the recipient incurs must be returned as excess funds or credited back to the Foundation for future grant awards.

If approved, what is required by the recipient?

Documentation must be submitted to verify that the grant award was received. More details will be provided if approved.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email **Foundation@FirehouseSubs.com**.
Please note: the Foundation does not provide sponsorship support.

What are the most common reasons a grant application is marked incomplete?

- The requested equipment does not fall within the Foundation's funding guidelines
- Quote is missing vendor sales representative first and last name & vendor email address
- Quote is missing name & physical address of the applying organization, and a contact person from the organization
- Online quotes are not permissible
- Quote does not match the dollar amount or quantity requested in the grant application
- Quote includes item(s) that are not being requested in the grant
- Attachments that are not saved as .doc, .pdf, .jpeg or .xlsx
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information

Firehouse Subs Public Safety Foundation Scholarships Program FAQs

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two or four-year college, university or vocational-technical school for the upcoming academic year. Click **here** to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via **grants.firehousesubs.com**.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

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Madison Police Cr2 aed quote 6.8.2026

Quote Number: 11321884

Version: 1

Prepared For: MADISON POLICE DEPT

Attn:

Quote Date: 06/08/2026

Expiration Date: 12/08/2026

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Tyler Sanders

Email: tyler.sanders@stryker.com

Phone Number:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MADISON POLICE DEPT	Name:	MADISON POLICE DEPT	Name:	MADISON POLICE DEPT
Account #:	20223869	Account #:	20223869	Account #:	20223869
Address:	100 HUGHES RD	Address:	100 HUGHES RD	Address:	
	MADISON		MADISON		
	Alabama 35758		Alabama 35758		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99512-001262	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, handle, 8 year warranty. Includes 1 PR QUIK-STEP ?ectrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	12	$1,694.68	$20,336.16
2.0	11141-000165	AED Lithium Battery, LPCR2	6	$221.65	$1,329.90
3.0	11101-000021	QUIK-STEP pacing/ECG/defibrillation electrodes, 4 year. Includes electrode cover, 1 set of adult/ pediatric electrodes, LPCR2	6	$127.40	$764.40
4.0	11260-000047	LIFEPAK CR2/Carry Case Kit	12	$79.95	$959.40
				Equipment Total:	$23,389.86

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$376.38
Grand Total:	$23,766.24

Prices: In effect for 30 days

Terms: Net 30 Days

stryker

Madison Police Cr2 aed quote 6.8.2026

Quote Number:	11321884	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	**Division:**	**Medical**
Prepared For:	MADISON POLICE DEPT	Rep:	Tyler Sanders
	Attn:	Email:	tyler.sanders@stryker.com
		Phone Number:	
Quote Date:	06/08/2026		
Expiration Date:	12/08/2026		

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

RESOLUTION NO. 2026-225-R

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH VALERIE HARP AND JOSHUA HARP DREAM VACATIONS, D/B/A VACATIONS BY VAL TRAVEL GROUP

WHEREAS, on February 24, 2025, the City Council of the City of Madison, Alabama, authorized Resolution Number 2025-067-R executing a Professional Services Agreement (the "Agreement") with Valerie Harp and Joshua Harp Dream Vacations, d/b/a Vacations by Val Travel Group (the "Contractor") for the provision of professional travel agent services for the preparation of trips and vacations for participants in Madison Senior Center programs and activities; and

WHEREAS, the City desires to approve an amended Agreement to establish revenue-sharing provisions, require participant payments to be processed through the City's RecTrac system, establish financial reporting requirements, and clarify certain operational responsibilities relating to Travel Club activities;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the document entitled 'Amendment to Professional Services Agreement', attached hereto and incorporated herein; 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 Valerie Harp and Joshua Harp Dream Vacations d/b/a Vacations by Val Travel Group in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of June 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of June 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Valerie Harp and Joshua Harp Dream Vacations, d/b/a Vacations by Val Travel Group, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City desires to obtain the services of a professional travel agent to prepare trips and vacations for participants in Madison Senior Center programs and activities; and

WHEREAS, Contractor is a unique provider of the services.

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

SECTION ONE: SERVICES TO BE PROVIDED

A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:

1. Contractor shall be responsible for providing professional travel agency and travel club services to participants in Madison Senior Center programs and activities, with scheduling of days and times to be mutually agreed upon by Contractor and City. The Contractor shall have sole responsibility for the manner in which such activities are conducted.

2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each travel club meeting.

3. Contractor may be allowed to store her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor's equipment.

4. Contractor shall have access to necessary equipment provided by the City.

5. Contractor shall maintain an accurate roll for all travel activities she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.

6. Contractor shall coordinate scheduling of all Travel Club meetings with the City's designated Program Coordinator. Travel Club meetings shall be conducted at the Madison Meeting Hall located at 1282 Hughes Road, Madison, Alabama, 35758.

7. Contractor shall ensure that all facilities utilized pursuant to this Agreement are left in substantially the same condition as existed prior to use.

B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.

C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.

E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

All travel-related payments from participants for trips and activities shall be processed exclusively at the City of Madison Senior Center utilizing the City's RecTrac software system. Contractor shall not accept direct payments from participants for any trip offered through the Madison Senior Center.

For all travel services provided pursuant to this Agreement, the revenue distribution shall be ninety percent (90%) to Contractor and ten percent (10%) to the City of Madison. The City's ten percent (10%) share shall be calculated based upon the gross inclusive cost paid by each participant, including all surcharges, administrative fees, and similar charges. The City's percentage shall be calculated prior to the deduction of any expenses, including but not limited to ticket costs, charter bus rentals, or third-party fees.

Within five (5) business days following completion of each trip, Contractor shall submit to the Madison Senior Center Programming Department, or such other City representative designated by the Director of Parks and Recreation, a detailed itemized statement reflecting total revenues received, commissions earned, and all fees included in the trip cost. The City reserves the right to audit original third-party receipts reasonably necessary to verify the accuracy of reported costs and revenues.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes.

SECTION THREE: INSURANCE & INDEMNIFICATION

A. Insurance: Contractor will furnish City a Certificate of General Liability and Professional Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement.

B. Hold Harmless by Contractor: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

C. Parking: Contractor shall be solely responsible for coordinating parking arrangements for participants attending trips offered pursuant to this Agreement. The City shall have no obligation to provide parking facilities. Any participant who elects to park on City property does so at his or her own risk, and the City shall not be responsible for damage to vehicles or personal property.

D. Hold Harmless by Participants: Prior to the start date of any and all Senior Center trips planned pursuant to this Agreement, Contractor shall ensure that all participants sign the waiver attached to this Agreement as Exhibit A. Contractor shall provide the signed original copies of all waivers for all participants to the City of Madison Legal Department prior to the start date of any Senior Center trip.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the

provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of its work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department

8324 Old Madison Pike
Madison, Alabama 35758

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

All notices to Contractor shall be addressed to:
Valerie Harp
151 Patdean Drive
Huntsville, AL 35811
(256) 553-2392
vaharp@dreamvacations.com

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

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

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

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

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

C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

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

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

City of Madison, Alabama,
a municipal corporation

By: _____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____

_____
Notary Public

Valerie Harp
CONTRACTOR

_____

Date: _____

STATE OF ALABAMA **§**
§
COUNTY OF MADISON **§**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Valerie Harp, whose name is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

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

_____
Notary Public

WAIVER OF LIABILITY AND ASSUMPTION OF RISK
PLEASE READ CAREFULLY

I understand that my participation in the City of Madison ("City") programs, operations, and/or maintenance is a voluntary activity, and that I am participating by my own free choice. I agree to participate in TRAVEL PROGRAMS PREPARED BY VACATIONS BY VAL TRAVEL GROUP (the "Activity") in a responsible manner and to follow applicable rules and regulations pertaining to the Activity. In consideration of being allowed to participate in the Activity, I hereby agree to **ASSUME THE RISKS OF PROPERTY DAMAGE, INJURY, ILLNESS, OR DEATH** in any way associated with my participation in the Activity. I agree to **RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS** the City, its officials, employees, representatives, volunteers, and agents for any and all rights and claims for damages, including attorney fees, I now, or may hereafter have, whether known or unknown, in law or in equity, and arising from or in any way connected with my participation in the Activity. I agree that the terms stated herein shall also serve as a **WAIVER OF LIABILITY AND ASSUMPTION OF RISK** for my heirs, estate, executor, administrator, assignees, and for all members of my family.

PHOTO RELEASE
Furthermore, I give my permission to have photos and/or video recordings taken of me or my child(ren) for publicity purposes during the Activity even though we will not receive compensation of any kind for appearing in such photos or video recordings.

CAUTION

I acknowledge that I have carefully read this WAIVER OF LIABILITY AND ASSUMPTION OF RISK and fully understand that I am waiving any right that I may now or hereafter have to bring a legal action to assert any claim against the City of Madison in connection with my participation in the Activity.

I accept the conditions printed above:

_____ _____
Participant Signature *Date*

_____
Print Participant Name

A parent or guardian signature is required if the participant is under 19 years of age. By signing this **WAIVER OF LIABILITY AND ASSUMPTION OF RISK** on behalf of a minor, the undersigned parent or guardian is agreeing to be bound by the above conditions on behalf of him or herself and on behalf of the participant.

_____
Parent or Guardian Signature *Date*

RESOLUTION NO. 2026-226-R

A RESOLUTION EXEMPTING PROCEEDS FROM THE SALE OF HEARING INSTRUMENTS FROM THE CITY OF MADISON'S SALES AND USE TAX

WHEREAS, pursuant to Section 40-23-4(a)(55) of the Code of Alabama (1975), the State of Alabama has enacted a sales and use tax exemption on the gross proceeds from the sale of hearing instruments, which exemption is effective through September 30, 2029; and

WHEREAS, the City Council of the City of Madison, Alabama seeks to further exempt all gross proceeds from the sale and use of hearing instruments from the City of Madison Sales and Use Tax.

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

Section 1. The City hereby exempts all proceeds from the sales and use of hearing instruments, as defined in Section 34-14-1 of the *Code of Alabama* (1975), from the City of Madison, Alabama's Sales and Use Tax.

Section 2. This Resolution shall not go into effect until September 1, 2026, and shall remain in effect until August 31, 2029.

Section 3. A certified copy of this Resolution shall be forwarded to the Alabama Department of Revenue in compliance with Section 40-23-4.01 of the *Code of Alabama* (1975).

BE IT FURTHER RESOLVED that this Resolution shall be incorporated into the Madison City Code in Chapter 16 Article I as Section 16-7 titled "Exemptions; Certain Sales."

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this the 22nd day of June, 2026.

_____
Maura Wroblewski, President,
Madison City Council

ATTEST:

_____
Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of _____ 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama