



## Agenda

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

6:00 PM  
Council Chambers  
December 22, 2025

AGENDA NO. 2025-24-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](http://www.madisonal.gov)) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Madison Police Chaplain Robin Cramer

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2025-08-WS, dated December 3, 2025

B. Minutes No. 2025-23-RG, dated December 8, 2025

7. PRESENTATIONS AND AWARDS

A. Madison Visionary Partners Annual Update - Christina Hearne, Executive Director

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](mailto: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](mailto:citycouncil@madisonal.gov)

For Public review and reference, see [Resolution No. 2021-268-R](#) Policy For Public Participation During City Council Meetings.

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and periodic bills to be paid
- B. Resolution No. 2025-335-R: Approving an Annual Appropriation Agreement with The Enrichment Center for FY26 (\$25,000 to be paid from General Operating account)
- C. Resolution No. 2025-336-R: Approving an Annual Appropriation Agreement with Wellstone, Inc for FY26 (\$45,000 to be paid from General Operating account)
- D. Resolution No. 2025-337-R: Approving an Annual Appropriation Agreement with the Land Trust of North Alabama for FY26 (\$10,000 to be paid from General Operating account)
- E. Resolution No. 2025-338-R: Approving an Annual Appropriation Agreement with Madison Visionary Partners for FY26 (\$55,000 to be paid from General Operating account)
- F. Resolution No. 2025-339-R: Approving an Annual Appropriation Agreement with KTECH, a Workforce Initiative of The Kids to Love Foundation, for FY26 (\$5,000 to be paid from General Operating account)
- G. Resolution No. 2025-410-R: Authorizing the renewal of the Microsoft Licensing Agreement with SHI for a one-year term (\$79,633.05 to be paid from IT Department budget)
- H. Resolution No. 2025-418-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 064729 on an incident which occurred on August 28, 2025, to a Public Works vehicle (\$5,507.22 [less a \$1,000 deductible] to be deposited into General Operating account)
- I. Acceptance of donations from: S. Kollman in the amount of \$200, and P. Nichols in the amount of \$40 for Senior Center programs (to be deposited into the Senior Center Donations account)
- J. Acceptance of donation from: DGore for Madison Senior Center Programming in the amount of \$40.00
- K. Acceptance of donation from:KTtran for Madison Senior Center Programming in the amount of \$100.00

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. Appointment of Brenda Buschmann to seat 4 of the Zoning Board of Adjustment and Appeals with a term expiration of December 31, 2028

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](mailto: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](mailto:citycouncil@madisonal.gov).

- A. Resolution No. 2025-385-R: Authorizing the assessments of weed liens (21 Morningside Drive for \$778.30; 102 Windy Way Drive for \$578.89; 108 Claytor Lane for \$578.30; 108 Tumbleweed Drive for \$603.30; 110 Sunnyfield Drive for \$578.30; 111 Dartford Drive for \$578.30; 112 Markum Lane for \$578.30; 118 Cresent Circle for \$478.30; 120 Cresent Circle for \$553.30; 125 Freedom Way for \$1078.30; 126 Creekrock Drive for \$578.30; 131 High Coach Way for \$678.89; 133 Lewis Lane for \$578.30; 180 Dusty Trail for \$678.30; 190 Shelton Road for \$2078.30; 315 Maplewood Drive for \$553.30; 316 Maplewood Drive for \$578.30; 323 Pension Row for \$578.30; 798 Seina Vista Drive for \$678.89; 1100 Princeton Drive for \$1378.30)

### 13. DEPARTMENT REPORTS

#### **ENGINEERING**

- A. Resolution No 2025-407-R: Authorizing a Professional Services Agreement with Halliburton Surveying & Mapping, Inc. for a topographic and right of way survey of the area on the East side of Hughes Road between Lynbrook and Oakland Trace on Project 26-006 A | Hughes Sidewalks at Discovery Middle School (not to exceed \$9,300.00 to be paid from Engineering Department budget)
- B. Ordinance No 2025-408: Approving Amendments to State and Federal Standards for the Prevention of Flood Damage (First Reading)
- C. Resolution No. 2025-412-R: Awarding Bid No. 2025-023-ITB for the provision of street sweeping services to Sweeping Corporation of America, LLC, in the amount of \$64,965.00 per year for up to three years (to be paid from Stormwater User Fee)

#### **LEGAL**

- A. Proposed Ordinance No. 2025-413: Authorizing the Water & Wastewater Board of the City of Madison, doing business as Madison Utilities, to dispose of certain personal property (First Reading)

#### **PLANNING**

- A. Proposed Ordinance No. 2025-409: Vacation of utility and drainage easement located within 157 Shalerock Drive, Lot 97 of Moore's Creek Phase 3 Subdivision (First Reading)
- B. Ordinance No. 2025-421: Assenting to the Annexation of Property Located at 8094 Highway 72 West into the City of Madison (First Reading)

#### **POLICE**

- A. Resolution No. 2025-403-R: Authorizing purchase of three 2026 Ford Police Interceptor AWD Utility-T191L from Stivers Ford Lincoln through the state bid list (\$44,466 per vehicle/\$133,398 total to be paid from Police Department Capital Outlay budget)
- B. Resolution No. 2025-404-R: Authorizing purchase of three lights and sirens outfitting packages from Haynes Emergency Lighting through the state bid list (\$14,857.30 per vehicle/\$44,571.90 total to be paid from Police Department Capital Outlay budget)
- C. Resolution No. 2025-405-R: Authorizing purchase of three dash cameras from Axon Enterprise, Inc., through the state bid list (\$46,602 to be paid from Police Department Capital Outlay budget)
- D. Resolution No. 2025-414-R: Authorizing an agreement with Power DMS for document management services (\$4,697.09 through FY 26, \$45,623.69 for FY 27, to be paid from Police Department budget)

#### **RECREATION**

- A. **Resolution No. 2025-396-R:** Authorizing an agreement with TripMaster Software for MARS and Madison Senior Center transportation systems (one-time fee of \$7,845.00 and then billed monthly \$1,465.00 from Recreation Department budget).
- B. **Resolution No. 2025-415-R:** Awarding Bid No. 2025-022-ITB for the Palmer Park Lower Quad LED Lighting project to Big River Electric, Inc. in the amount of \$90,000 (to be paid from Fund 38)
- C. **Resolution No. 2025-416-R:** Authorizing a one-year Licensing Agreement with Can Play Adapted Program for special needs adaptive sports programs (\$1,000 to be paid from Recreation Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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





**MINUTES NO. 2025-08-WS  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
December 3, 2025**

The Madison City Council met for a public work session on Wednesday, December 3, 2025, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30 p.m. by Council President Maura Wroblewski.

**THE FOLLOWING ELECTED OFFICIALS WERE IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Executive Assistant Myranda Staples, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Economic and External Affairs Officer Traci Gillespie, Communication and External Affairs Officer Samantha Magnuson, Director of Finance David Lawing and Director of Finance Roger Bellomy

Public Attendance registered: Margi Daly, Kent Chambers, Steve Haraway, Randall Hampson, Eric Bright, Scott Harbour, Tess Halbrooks, Travis Cummings

**SIMPLIFIED SELLERS USE TAX (SSUT) PRESENTATION - MAYOR WALT MADDOX**

Mayor Walt Maddox presented a slideshow outlining the City of Tuscaloosa's view on SSUT.

- Mayor Maddox stated our greatest threat is the "internet sales tax" known as SSUT
- SSUT was designed to mirror sales taxes by replacing lost revenues due to online sales. The law was and still is voluntary
- ADOR makes it clear that SSUT is a sales and use tax by providing an annual refunding process for citizens who live in jurisdictions where the 8 percent SSUT rate is higher than the local combined sales tax

- City of Mobile and City of Tuscaloosa have been working on the SSUT tax since 2017 to try and find a solution
- In the last six months 77% of the constituents shopped on Amazon and 27% shopped online at Walmart
- ADOR has refused to provide SSUT data and has actively opposed legislation requiring transparency in evaluating SSUT's financial impacts for nearly a decade
- Project Madison lost \$3.7 million in fiscal year 2023 and \$3.3 million in fiscal year 2024
- Circumvents destination sourcing and traditional sales taxes
- If you live in unincorporated Madison County, your total sales tax is 4.5%. SSUT is 8% which means an overpayment of 3% on internet purchases

Council Member Wroblewski asked if the City of Tuscaloosa has reached out to legislature to try and get this fixed. Mayor Maddox answered that they have, but lost momentum during the COVID period. In 2024 they had an opportunity for a compromise bill, but it died in the last week of the session.

### **FINANCIAL IMPACT TO MADISON**

Director of Finance David Lawing gave a presentation on the economic impact we're estimating for the City of Madison. Mr. Lawing stated he believes the estimated loss for the City could be as high as \$2.4 million.

### **DOOR DASH LOOPHOLE – STATE REPRESENTATIVE JAMES LOMAX**

State Representative James Lomax stated he believed the SSUT tax is a threat to cities like Madison who are experiencing a large amount of growth. Mr. Lomax expressed he feels the tax is a problem for all municipalities, and third party delivery services are a detriment to the local revenue.

### **CITY OF TUSCALOOSA ET AL V. VERNON BARNETT, COMMISSIONER ET AL**

Tuscaloosa City Attorney Scott Holmes stated that the City of Tuscaloosa felt it was necessary to address the issue and filed litigation against ADOR in August. The City of Mountain Brook, City of Montgomery, AEA and the City of Tuscaloosa City Schools have joined them in the lawsuit. Circuit Court Judge McCord set a deadline for other parties to join in the lawsuit of December 10<sup>th</sup>.

City Attorney Megan Zingarelli asked that the Council convene in an Executive Session and made the following declaration:

*As the City's attorney, I request that the City Council enter an executive session pursuant to Alabama Code §36-25A-7(a)(3) to discuss legal ramifications of and legal options for the pending SSUT litigation. If the City Council chooses a certain course of action, then the City may imminently join the litigation over this controversy. It is my opinion that this Open Meetings Act exception is applicable to a discussion of these matters with legal counsel.*

Council Member Lessmann moved to enter into executive session for the purpose of such discussion. Council Member Goodson seconded. The vote was taken and recorded as follows:

Council Member Alice Lessmann

Aye

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

Motion carried.

Council President Wroblewski stated with majority consent, that the Council will now enter into executive session, Council is not expected to reconvene or take any votes following the executive session.

### **ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 6:35 p.m.

Minutes No. 2025-08-WS, dated December 3, 2025, read, approved and adopted this 22<sup>nd</sup> day of December, 2025

\_\_\_\_\_  
Council Member Maura Wroblewski  
District One

\_\_\_\_\_  
Council Member David Bier  
District Two

\_\_\_\_\_  
Council Member Billie Goodson  
District Three

\_\_\_\_\_  
Council Member Michael McKay  
District Four

\_\_\_\_\_  
Council Member Alice Lessmann  
District Five

\_\_\_\_\_  
Council Member Erica White  
District Six

\_\_\_\_\_  
Council Member Kenneth Jackson  
District Seven

Concur:

\_\_\_\_\_  
Ranae Bartlett, Mayor

Attest:

\_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

\_\_\_\_\_  
Myranda Staples  
Recording Secretary



**MINUTES NO. 2025-23-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
December 08, 2025**

The Madison City Council met in regular session on Monday, December 08, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Maura Wroblewski.

Pastor Josh Britt from Courageous Church provided the invocation followed by the Pledge of Allegiance led by Council President 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, Deputy Revenue Officer Ivon Williams, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Economic and External Affairs Officer Traci Gillespie, Director of Human Resources Kelli Bracci, Fire Chief Brandy Williams, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Janet Marino, Randall Hampson, Jamal Cummings

**AMENDMENTS TO AGENDA**

None

**APPROVAL OF MINUTES**

**MINUTES NO. 2025-22-RG DATED NOVEMBER 24, 2025**

Council Member Jackson moved to approve Minutes No. 2025-22-RG. Council Member Lessmann seconded. The roll call vote taken was recorded as follows:

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December 08, 2025  
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Council Member Kenneth Jackson	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Erica White	Aye

Motion carried.

### **MINUTES NO. 2025-07-WS DATED NOVEMBER 19, 2025**

Council Member White moved to approve Minutes No. 2025-07-WS. Council Member Lessmann seconded. The roll call vote taken was 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.

### **PRESENTATIONS AND AWARDS**

#### **FALL 2025 CIVIC AWARENESS ACADEMY GRADUATION**

Economic and External Affairs Officer Traci Gillespie presented the second graduating inaugural class with their certificates of completion for the fall 2025 Civic Awareness Academy. Graduates were:

Jean Ann Benefield	Douglas Litavec
Philip Benefield	Donna Mahieux
Rebecca Benjamin	Janet Marino
Eric Bright	Miles Parmenter
Marsha Christian	Ed Peters
Jason Condrey	Cathy Peters
Heather Covington	Esther Rojas Ramirez
Jamal Cummins	Sabiha Runa
Marla Davidson	Charity Stratton
Jennifer DeLessio	Whitney Stringer
Kristen Dickerson	Richard Travers
Gracia Domen	Stephenie Walker
Phillip Domen	Ron Wroblewski
Diana Fischer	
Devin Fountain	
Wafa Orman Hakim	
Randall Hampson	

## **PUBLIC COMMENTS**

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

### **MAGGIE MINSK**

Ms. Minsk appeared before Council and Mayor Bartlett to voice her concerns on the following items:

- Federal agents violating people's rights

### **DJ KLEIN**

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

- Inaccurate statements regarding his business and professional conduct

Mr. Klein shared a statement- "At the November 22nd city council meeting, inaccurate statements, were made regarding my business and my professional conduct. Those statements do not reflect the facts which I'm here to correct on public record. The claim that I have received 1.9 million dollars in City. Madison City tax dollars is completely false. I've never been paid by the city of Madison. The recent train crossing project was funded by former city councilman John Seifert the city contributed approximately 1800 in additional equipment that amount has not been invoiced but not collected. Nor is my pay that payment, my concern. The additional figure cited 285,000 for City Hall, money for upgrades, 150,000 for maintenance, contract 620,000 for schools, 98,000 for equipment, 45,000 for the train camera and 65,000.00 in Covid funds are inaccurate and misleading. My company, like many small businesses, did receive General Covid Relief funding, which went directly to employees' payroll. Beyond that, none of the numbers stated reflect payments from the city of Madison to be or my company launched Broadband, LLC, earns the majority of its Revenue. Installing and servicing, fiber optic networks for apartment communities throughout the state of Alabama.

The suggestion that we are ripping up lawns in Madison is incorrect. We do not possess right of way or easement within the city of Madison, and we do not perform construction work in the city of Madison. The statement that I've made easy profit and left, dirt behind is also untrue building a business over 11 years, employing local residents and maintaining high standards of work is far from easy. These comments rep, misrepresent, the reality of small business ownership and the contributions we've made. The accusations that I've been paid off is very harmful and completely false. These statements damage my personal reputation. My company's reputation and the reputation of my employees who work hard every day to serve our customers,

beyond harming individuals with this type of misinformation or Rhodes trust within our community. My involvement in the Madison tree and activation system comes solely from my commitment to Public Safety and to the community that helps shake my life and my business. Accurate, public information matters. When false claims spread, they cause real harm. My goal is to correct the record today. So, this community can rely on facts rather than misinformation. I appreciate the opportunity to clarify the record. Thank you for your time continued service to the City of Madison."

### **MARGI DALY (DISTRICT 6)**

Ms. Daly appeared before Council and Mayor Bartlett to voice her concern on the following item:

- Cost of Toyota Stadium

Ms. Daly shared a statement- I want to talk about the cost so far for the stadium. and I'm going to list and I'll give you my sources just like I can give the sources on launch broadband. 2017 to 2018, 46 million plus 2.5 million in interest so far. 2019 to 2022 25 million on ramps plus 1.5 million in interest. 2020, 4 million in principle 20K in interest. 2023, Outfield building, 2025 5.1 million, principal plus 100K in interest, they also got Federal Co funds directly to ball Corps, at 820,000, which was forgiven through the SBA, that's over 103 million with another 30 years of interest to pay with the city tax dollars. My sources are all government sources, Madison al.gov, agendas and the city audit from last year.

That's where my numbers come from. So, they're coming from official government websites, Then, um, I'd like to mention about the school loss last year, the school lost 2 million dollars. We were, um, under in revenue for the cost of the schools, 2 million. And yes, launch Broadband did get city tax dollars. Now, they may not go in DJ Kleins pocket, but that's from adding up from all the agendas every time you guys voted yes on it. That's what he was given over 5 years. That was over 5 years. I don't know what his calculation is over 5 years, but his company did get that, he was directly involved with every single tax, increase that we've been given both the sales tax. Then going for city manager was another thing he was involved with and, you know, we have to like stop spending you know this thing with the stadium. It's 103 million so far and that's not counting the rest of the interest.

Nor did I get all the consultants in there yet. I will get a better number. Once I get all the Consultants, I'm seeking Freedom of Information and I'm being denied, or they're coming in or the information is missing. I don't want to sue the city for it, but I'm going to have to because I just keep being ignored. I'm entitled to the Freedom of Information. When I come up here and speak, I want to speak facts. I can get so many facts off of the websites. But that's the reason I want Freedom of Information. So, what I come up here, everybody can know that I'm speaking facts. Now the sources of these were um on tonight's stuff.

### **JOHN SEIFERT**

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

- Shared his insight on the SSUT litigation

### **CONSENT AGENDA AND FINANCE COMMITTEE REPORT**



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

General Operating account	\$2,307,965.81
ADEM Storm Drainage	\$585.00
½ Cent Capital Replacement	\$79,191.29
Gasoline Tax & Petroleum Inspection fees	\$57,947.98
Library Building Fund	\$89,978.32
Water Distribution and Storage	\$327,368.75

Regular and periodic bills to be paid

**Resolution No. 2025-330-R:** Authorizing an Annual Appropriation Agreement with the Madison Chamber of Commerce for FY26 (\$100,000 to be paid from General Operating account)

**Resolution No. 2025-331-R:** Declaring duty weapon and badge issued to Lieutenant Christie Gover as surplus and authorizing it be given to her upon retirement

**Resolution No. 2025-332-R:** Authorizing an Annual Appropriation Agreement with the National Children's Advocacy Center for FY26 (\$30,000 to be paid from General Operating Account)

**Resolution No. 2025-333-R:** Authorizing an Annual Appropriation Agreement with the Huntsville Hospital Foundation for FY26 (\$7,500 to be paid from General Operating Account)

**Resolution No. 2025-334-R:** Authorizing an Annual Appropriation Agreement with the Huntsville-Madison County Convention and Visitors Bureau for FY26 (\$55,000 to be paid from General Operating account)

**Resolution No. 2025-390-R:** Authorizing a one-year subscription agreement with Wow! Business for internet services for the property located at 1282 Hughes Road (\$75.99 month to be paid from IT Department budget)

**Resolution No. 2025-391-R:** Authorizing an agreement with Fiber Utility Network, Inc. dba Alabama Fiber Network for network and internet services for the property located at 101 Main Street (\$527.25 monthly to be paid from IT Department budget)

**Resolution No. 2025-392-R:** Authorizing an agreement with Fiber Utility Network, Inc. dba Alabama Fiber Network for network and internet services for the Public Safety Annex located at 230 Business Park Boulevard, building 23A (\$527.25 monthly to be paid from IT Department budget)

**Resolution No. 2025-398-R:** Authorizing Amendment No. 2 to the City of Madison's General Capital Improvement Fund and list of Capital Improvement Projects (Fund 38) (confirming the current budget amount for the Public Safety Annex project of \$5,845,000)

Acceptance of \$500 donation from Dads of Palmer Place to sponsor the Special Needs Visibility Art Crawl Event (to be deposited into Recreation 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 Member Maura Wroblewski	Aye
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

## **PRESENTATION OF REPORTS**

### **MAYOR RANAE BARTLETT:**

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

- Thanked all groups, businesses and individuals for delivering snacks to the Fire and Police Stations
- Thanked State Representative James Lomax and Mayor Walt Maddox for attending last week's work session
- Madison Holiday Events
- Wished everyone a Happy Holiday

### **COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Attended the Alabama Legislators Session
- Thanked the local legislators that represent Madison and Montgomery for the time spent and information received

### **COUNCIL DISTRICT NO. 2 DAVID BIER**

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

- Thanked Traci Gillespie for wonderful job leading the Civic Awareness Academy
- Shared information about TARCOG

### **COUNCIL DISTRICT NO. 3 BILLIE GOODSON**

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

- Shared information on upcoming calendar activities
- Shared information on events going on downtown
- Shared information on the upcoming Christmas Parade which starts at 5 p.m.

### **COUNCIL DISTRICT NO. 4 MICHAEL MCKAY**

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

- Shared he enjoyed the Christmas lighting
- Shout out to Traci Gillespie on a wonderful Civic Awareness Class
- MCDAB meeting this week

### **COUNCIL DISTRICT NO. 5 ALICE LESSMANN**

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

- Congratulated the Civic Awareness Class

### **COUNCIL DISTRICT NO. 6 ERICA WHITE**

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

- Shared information on the upcoming blood drive
- Shared information on Santa's Day Out at YMCA

### **COUNCIL DISTRICT NO. 7 KENNETH JACKSON**

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

- Shout out to the volunteers that helped the Beautification and Tree Board
- Shout out to Bob Jones Air Force Junior ROTC for volunteering with the cleanup
- Madison City Schools relaunched their Supporting Our Students Fund

### **BOARD/COMMITTEE APPOINTMENTS**

#### **APPOINTMENT OF MATT DERMODY TO SEAT 2 OF THE RECREATION ADVISORY BOARD**

Council Member McKay moved to nominate Matt Dermody to Seat 2. There being no further nominations, Mr. Dermody was appointed by acclamation.

#### **APPOINTMENT OF CARLOS WOODS TO THE POLICE CITIZENS ADVISORY COMMITTEE - DISTRICT 7**

Council Member Jackson moved to nominate Carlos Woods to District 7. There being no further nominations, Mr. Woods was appointed by acclamation.

## **PUBLIC HEARINGS**

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

### **RESOLUTION NO. 2025-393-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM CHIKINJIP-MADISON LLC, DOING BUSINESS AS CHIKINJIP, FOR THEIR LOCATION AT 12120 COUNTY LINE RD, SUITE A, MADISON, AL 35756**

Deputy Revenue Officer Ivon Williams informed Council that this is a new request for this location and added that everything is in order for Council action. Council President Wroblewski opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. Council Member Goodson moved to approve Resolution No. 2025-393-R. Council Member Bier seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

## **DEPARTMENTAL REPORTS**

### **COURT**

### **RESOLUTION NO. 2025-394-R: REPLACING RETIRING PRESIDING JUDGE THOMAS PARKER WITH JUDGE AARON RYAN AND APPOINTING NATHAN WAKE AS THE ASSOCIATE JUDGE**

Council Member Goodson moved to approve Resolution No. 2025-394-R. Council Member Lessmann seconded. Council President Wroblewski extended gratitude to Judge Parker on his retirement and many years of service. The vote was taken and recorded as follows:

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

Motion carried.

## **ENGINEERING**

### **RESOLUTION NO. 2025-381-R: ACCEPTANCE OF RS MADISON SUBDIVISION INTO THE CITY OF MADISON MAINTENANCE PROGRAM**

Council Member Lessmann moved to approve Resolution No. 2025-381-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.

### **RESOLUTION NO. 2025-388-R: AUTHORIZING AMENDMENT #1 TO CONTRACT WITH IVALDI ENGINEERING ON PROJECT 25-003 POWELL AND BURGREN INTERSECTION IMPROVEMENTS FOR SURVEYING SERVICES (\$1,200 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member White moved to approve Resolution No. 2025-388-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

### **RESOLUTION NO 2025-389-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TTL ON PROJECT 26-005 EASTVIEW SIDEWALK FOR DESIGN SERVICES TO EXTEND THE SIDEWALK FROM MCADOO DRIVE TO METAIRE LANE (\$57,100 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Jackson moved to approve Resolution No. 2025-389-R. Council Member Bier seconded. The vote was taken and recorded as follows:

Council Member Kenneth Jackson	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 Erica White	Aye

Motion carried.

**RESOLUTION NO 2025-399-R: AUTHORIZING A CONTRACTOR AGREEMENT WITH WIREGRASS FOR ADDITIONAL INLET CONCRETE WORK ON PROJECT 21-024 | PUMPHOUSE ROAD DRAINAGE ISSUES (\$7,698.96 TO BE PAID FROM FUND 38)**

Council Member McKay moved to approve Resolution No. 2025-399-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

**HUMAN RESOURCES**

**ORDINANCE NO. 2025-387: ADOPTING AMENDMENTS TO POLICY SECTION 12, COMPENSATION AND BENEFITS, TO PROVIDE FOR NEW PAY SCALE FOR SWORN POLICE OFFICERS AND ADJUSTMENTS TO DISPATCHER PAY, AS WELL AS A PROFESSIONAL DEVELOPMENT PROGRAM FOR THE CITY OF MADISON POLICE DEPARTMENT (FIRST READING, REQUEST TO SUSPEND THE RULES AND VOTE FOR IMMEDIATE CONSIDERATION)**

Council Member Lessmann moved to suspend the rules for Ordinance No. 2025-387. Council Member Bier seconded. The vote was taken and recorded as follows:

Council Member Alice Lessmann	Aye
Council Member David Bier	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.

Council Member Goodson moved to approve Ordinance No. 2025-387. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

## **LEGAL**

### **RESOLUTION NO. 2025-406-R: A RESOLUTION EXPRESSING SUPPORT FOR AND JOINING THE CITY OF TUSCALOOSA IN LITIGATION CHALLENGING THE ADMINISTRATION OF THE SIMPLIFIED SELLERS USE TAX BY THE ALABAMA DEPARTMENT OF REVENUE**

Council Member Bier moved to amend Resolution No. 2025-406-R. Council Member McKay seconded. Council President Wroblewski opened the floor for Council comments. Council Member McKay thanked Mayor Maddox and others from Tuscaloosa that attended last week's work session and executive session. Council Member McKay also thanked the Madison City Staff for their hard work getting the work session together. Council Member McKay shared his affirmation that Madison City was hurting financially in terms of dollars that are not flowing into the city as it should be. Council Member McKay shared that SSUT is administered in our state, and the destination sourcing is handled in Alabama, which is considered an eligible seller. Council Member McKay shared his reasoning why he would vote the way he voted.

Council Member McKay shared that his rationale was, the more parties that entered the lawsuit provided safety and political cover for our city. He stated that; however, it was a polarizing lawsuit, and Madison should not get pulled into a narrative that they didn't create. Council Member McKay shared that he believed that it was a real possibility that it could affect current and future relationships with other cities and counties around us. He explained that after only one month of the new Council Administration they should not deteriorate relationships that have taken years to forge. Council Member McKay stated that he believed there would be repercussions in joining the lawsuit such as strained relationships, the loss of political capital and potentially affecting the chance for state grants and funding for major priorities down the road. Council Member McKay shared that the lawsuit was also against the adore commissioner at the current time. Council Member McKay stated that a lawsuit would not be cheap and would involve time without a guaranteed outcome, and he stated he worried about the direct and indirect cost.

Council Member McKay expressed concern about how he would approach a constituent that wanted an explanation as to why so much time was being devoted to the lawsuit instead of priorities such as infrastructures and parks. Council Member Bier shared that his background consisted in finance, and he wholeheartedly agreed that the city of Madison currently suffers from the current structure of SSUD. Council Member Bier explained expressed that he believed



that the lawsuit isn't the way to go based on the possible outcome. Council President Wroblewski voiced that she respectfully disagreed with Council Member Bier and Council Member McKay and stated that she thought the responsibility of council are to be good stewards and accept the resources that are given by the taxpayers.

Council President Wroblewski expressed she believed that as a Council Member there's a responsibility to fight for the taxpayers and she shared that if the pendulum were in a different way and the cities brought this legislation to the legislators and was tilted in favor of the cities at the harm of the counties, the county commission would be having the same discussion. Council President Wroblewski explained that she isn't willing to wait 16 months to get resources that she believes citizens deserve. Council Member Goodson shared that he felt this is a decision based on incomplete information. He stated that over the past few days he has gone back and forth over the correct decision.

Council member Goodson explained that he is data driven and had researched data and concluded that this year the projected SSUT is a million dollars. Council member Goodson stated that he hoped that some kind of solution forces negotiators to sit at the table and work out some type of solution that benefits everyone. Council member Goodson stated that the bulk of the money from this tax is going to counties and states. Council member Goodson stated that Council should keep in mind what is fair for the residents, sustainable for the city. Council member White shared a statement "As we consider the questions raised by the SSUT litigation, I think it's important to step back and look at the underlying issue: whether Madison is receiving a fair share of the online sales tax revenue generated by our own residents. Madison is one of the fastest-growing cities in Alabama. With that growth comes increased demand for police and fire services, roads and infrastructure, parks and recreation, and on the support, we provide to our schools.

These are real needs, and they continue to grow year after year. I also want to acknowledge that we are fortunate to have strong support from Madison County. The County invests in roads, schools, and shared infrastructure, and their partnership is an important part of our overall success as a region. But even with that support, the city still has significant obligations, and service demands fall squarely on municipal resources. At the same time, our residents, particularly younger adults, who tend to be the most frequent online shoppers—are generating a significant and increasing amount of online sales tax. Yet under the current SSUT structure, only a portion of that revenue actually returns to the community where those purchases are delivered and where those taxpayers live. The question before us is whether the existing framework aligns with the realities of modern commerce and with the needs of rapidly growing cities like Madison. Right now, SSUT treats major online retailers the same regardless of whether they have brick-and-mortar locations, distribution centers, or delivery operations in Alabama.

That has real financial implications for communities that are absorbing the impacts of growth but receiving only a fraction of the revenue generated here. For nearly eight years, municipalities across Alabama have asked the Legislature for updates to this system, updates that would reflect today's economy and ensure that local services are properly supported. Those efforts have not resulted in meaningful change. The current litigation raises important questions about fairness, constitutionality, and whether tax systems should reflect where economic activity actually occurs. It also raises questions about long-term fiscal sustainability for cities like ours, where online commerce is only expected to increase. As we evaluate our options, I think it's essential that we consider what is fair for our residents, what is sustainable for our city, and what ensures that the taxes paid by Madison households meaningfully support the services those households rely on every day—even as we continue to work collaboratively



with our County partners.” Council member Lessmann shared that she agreed with Council member White and Council member Goodson.

She shared that she agreed that being elected holds an obligation to take care of taxpayers’ dollars. Council member Lessmann shared that they were elected to take care of the City of Madison and the State of Alabama. She stated that there needs to be some negotiation, and she stated she believed that the city should partake in the lawsuit. Council member Bier shared that a lawsuit takes a significant amount of time. He clarified that he agreed that change needed to happen. Council member Bier stated that it comes down to what outcome is wanted. Mayor Bartlett complemented the council members with their thoughtfulness and the approach to the issue. Mayor Bartlett shared that the timing was less than ideal and she shared that she didn’t think anybody would have wished the issue upon council. Mayor Bartlett stated if she had an inkling that the judge would have set a deadline to join and participate, she would have tried to include in the council’s very first work session. Mayor Bartlett shared that it wasn’t found out until right before Thanksgiving.

Mayor Bartlett revealed that she was grateful that the new council had recognized that the County Commissioner Steve Haraway is the best friend Madison has ever had. She shared that he is constantly looking for ways to support the city and schools. Mayor Bartlett expressed that the City of Madison could not have better partners including Commission Chairman Mac McCutcheon. Mayor Bartlett shared with council that a Madison taxpayer has a right to expect to benefit from the taxes they pay. She shared that the current way SSUT law is being applied by ADOR diverts Madison tax dollars to other parts of the state. Mayor Bartlett affirmed to council that she believed in the wisdom of the collective body. She stated that she was glad that council was able to sit down and hear each other in their thoughts. Mayor Bartlett explained to council that they each have equally valid observations and thoughts. She assured council that if they decided to join the lawsuit or not, she was committed to advocating on the issue for the Madison taxpayer.

Mayor Bartlett explained that every time she reads an article on the topic, she becomes frustrated. She shared that those involved talk about the issue in terms of its city money or county money. Mayor Bartlett pointed out it’s your money. She affirmed that the taxpayer pays it every time they shop. Mayor Bartlett explained to council that their awareness of the issue is a win for Madison. She shared that she had never seen a more educated body in tune. Mayor Bartlett shared that she couldn’t be prouder of each one of the council members. She assured the council that every call, every email, and every text was well worth it because council is trying to do what is right. Mayor Bartlett expressed that she is confident that regardless of the outcome of the vote, Madison will remain a strong voice on the issue. She shared that when she hears discussions about repercussions or retaliation it only strengthens her resolve to fight for Madison.

Mayor Bartlett reassured council that it was okay to have a split vote. She explained that council wasn’t always going to be unanimous and to always vote for what you think is right. Mayor Bartlett shared that she would support council with whatever conclusion they reach. Council Member Bier asked the City Attorney Megan Zingarelli if she would read the amendment. City Attorney Megan Zingarelli stated that the amendment expresses support for the City of Tuscaloosa’s effort to ensure that SSUT allows the city to join the litigation. Mayor Bartlett explained to be clear that first the amendment must be made and addressed before addressing the underlying resolution as it was published in the agenda. Mayor Bartlett clarified that first council would vote on the amendment, and she explained that the last paragraph was taken out of the resolution. Mayor Bartlett asserted that it’s an up or down vote, a majority

vote. She explained that if it succeeds then council would vote on the resolution as amended. Mayor Bartlett expressed that if the vote fails the other resolution as published becomes the topic of the vote. The vote was taken and recorded as follows:

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

Motion failed.

Council Member Goodson moved to approve Resolution No. 2025-406-R Council Member Bier seconded. Council Member Bier thanked Mayor Bartlett for answering questions and the statements. Council Member Bier emphasized that it's important that everybody understands that council does its best in this type of situation. Council Member Bier stated that once a decision is made in an open forum there is a United Council. Council Member Bier shared that once a decision is made council will move forward together. Council Member McKay stated that what's frustrating to him is the visibility, transparency, and accountability of ADOR. Council Member McKay stated that he asked them questions during the work session about obtaining more information. Council President Wroblewski explained that council has tried to reach out to ADOR (Alabama Department of Revenue) to see how much money was being lost and ADOR has failed to provide that information. The vote was taken and recorded as follows:

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

Motion carried.

## **PLANNING**

### **PROPOSED ORDINANCE NO. 2025-378: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 170 RAINBOW GLEN CIRCLE, LOT 36 OF RAINBOW LANDING PHASE 5 SUBDIVISION (FIRST READING 11/24/2025)**

Council Member White moved to approve Proposed Ordinance No. 2025-378. Council Member Lessmann seconded. The vote was taken and recorded as follows:

Council Member Erica White	Aye
Council Member Alice Lessmann	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye

Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

## **POLICE**

### **RESOLUTION NO. 2025-395-R: AUTHORIZING A PROPERTY USE AGREEMENT WITH SRI AMERICA, INC., FOR POLICE EMERGENCY DRIVER TRAINING (NO COST TO CITY)**

Council Member Jackson moved to approve Resolution No. 2025-395-R. Council Member Bier seconded. The vote was taken and recorded as follows:

Council Member Kenneth Jackson	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 Erica White	Aye

Motion carried.

## **RECREATION**

### **RESOLUTION NO. 2025-400-R: AUTHORIZING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH SHARON RIVERS OFFICIATING FOR REVISION TO FEE SCHEDULE FOR PROVISION OF OFFICIALS FOR VOLLEYBALL AND BASKETBALL GAMES (TO BE PAID FROM PARKS AND RECREATION DEPARTMENT BUDGET)**

Council Member McKay moved to approve Resolution No. 2025-400-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.

### **RESOLUTION NO. 2025-401-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LYDIA ZACLIS DEVENNY AND LYNDA WILE FOR LINE DANCING INSTRUCTOR SERVICES THROUGH THE PARKS & RECREATION DEPARTMENT (NO CHARGE TO CITY, COURSES COST \$5 PER PERSON)**

Council Member McKay moved to approve Resolution No. 2025-401-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2025-402-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TIFFANI TUCKER FOR WOOD WORKING INSTRUCTOR SERVICES THROUGH THE PARKS & RECREATION DEPARTMENT (NO CHARGE TO CITY, COURSES COST \$50 TO \$60 PER PERSON)**

Council Member White moved to approve Resolution No. 2025-402-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.

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

None

**ADJOURNMENT**

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

The meeting was adjourned at 7:33 p.m.

Minutes No. 2025-23-RG, dated December 08<sup>th</sup>, 2025, read, approved and adopted this 22<sup>nd</sup> day of December 2025.

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Council Member Maura Wroblewski  
District One

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Council Member David Bier  
District Two

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Council Member Billie Goodson  
District Three

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Council Member Michael McKay  
District Four

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Council Member Alice Lessmann  
District Five

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Council Member Erica White  
District Six

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Council Member Kenneth Jackson  
District Seven  
Concur:

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Ranae Bartlett, Mayor

Attest:

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Lisa D. Thomas  
City Clerk-Treasurer

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Kerri Sulyma  
Recording Secretary

**RESOLUTION NO. 2025-335-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH THE ENRICHMENT CENTER  
FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM  
THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with The Enrichment Center for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **twenty-five thousand dollars (\$25,000.00)** for FY 26.

**READ, PASSED, AND ADOPTED** this 22nd day of December 2025.

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

**ATTEST:**

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

**APPROVED** this 22nd day of December 2025.

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*Ranae Bartlett, Mayor*  
City of Madison, Alabama

**STATE OF ALABAMA**  
**COUNTY OF MADISON**

§  
§  
§

## **AGREEMENT**

**THIS AGREEMENT IS MADE** between **THE ENRICHMENT CENTER** (hereinafter "**TEC**") and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the "City").

### **WITNESSETH:**

**WHEREAS**, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

**WHEREAS**, TEC will provide essential services to the City of Madison which further the stated objectives of the parties.

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

1. 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. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that TEC shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to TEC the sum of twenty five thousand dollars and no cents (\$25,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. TEC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, TEC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by TEC.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by TEC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or

construed to be a partner, joint venture, or agent of TEC, nor shall TEC at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, TEC being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of TEC and that officers, employees, and any other agents of TEC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. TEC is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. TEC hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or TEC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. TEC agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.



## THE ENRICHMENT CENTER

**Its:** \_\_\_\_\_

**STATE OF ALABAMA** §  
§  
**COUNTY OF MADISON** §

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

29

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Ranae Bartlett, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA                   §**  
**§**  
**COUNTY OF MADISON               §**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa Thomas, whose names as Mayor and City Clerk, 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public



### **Exhibit A: The Enrichment Center School-Based Therapy Program | Madison City Schools FY26**

The Enrichment Center will utilize the \$25,000 in funding from the City of Madison to continue providing school-based mental health therapy services to students in Madison City Schools. The funding for FY26 will be used to support the increased cost of school-based services that has been requested by Madison City Schools Board of Education for the 2025-2026 school year. Additionally, this funding will support bilingual therapy services for Spanish-speaking students in Madison City Schools.

The Enrichment Center will provide the following services during the 2025-2026 school year:

- Direct evidence-based mental health services for students in all Madison City Schools
  - Bob Jones High School – Full time therapist
  - James Clemens High School – Full time therapist
  - Discovery Middle School – Part time therapist
  - Liberty Middle School – Part time therapist
  - Journey Middle School – Part time therapist
  - Columbia Elementary – Part time therapist
  - Heritage Elementary – Part time therapist
  - Horizon Elementary – Part time therapist
  - Madison Elementary - Part time therapist
  - Midtown Elementary – Part time therapist
  - Mill Creek Elementary – Part time therapist
  - Rainbow Elementary – Part time therapist
  - Bilingual Therapy – part time therapist
  - 2 Mental Health Coaches for the secondary-level schools
- Professional development for teachers and administrators in areas of concern
- Presentations to parents regarding mental health issues
- Continuing Education Seminars for 8 Enrichment Center school-based therapists

**RESOLUTION NO. 2025-336-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH WELLSTONE, INC. FOR  
AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE  
CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Wellstone, Inc. for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **forty-five thousand dollars (\$45,000.00)** for FY 26.

**READ, PASSED, AND ADOPTED** this 22nd day of December 2025.

---

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of December 2025.

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*Ranae Bartlett, Mayor*  
City of Madison, Alabama

**www.pearsoned.com**

1. 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. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that WellStone shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to WellStone the sum of Forty Five thousand dollars and no cents (\$45,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. WellStone pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, WellStone agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by WellStone.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by WellStone regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of WellStone, nor shall WellStone at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, WellStone being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of WellStone and that officers, employees, and any other agents of WellStone are not nor shall they be deemed to be officers, employees, or agents of the City.
7. WellStone is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. WellStone hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or WellStone may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. WellStone agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**WellStone, Inc.**

**Its:** \_\_\_\_\_

**STATE OF ALABAMA** §  
§  
**COUNTY OF MADISON** §

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Ranae Bartlett, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA**                   §  
   §  
**COUNTY OF MADISON**           §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa Thomas, whose names as Mayor and City Clerk, 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public



## EXHIBIT A

**WellStone Inc.**, is a comprehensive, public non-profit, community mental health center that has served the citizens of Madison County since 1969. Employing 375 people and providing 285,000 services to 13,700 people last year, WellStone provides services to children, adolescents, and adults who experience a mental illness and/or substance use disorder. Services range from traditional outpatient counseling, to intensive outpatient, case management outreach, structured day treatment, and 24/7 residential care. All programs of WellStone are fully certified by the Alabama Department of Mental Health and independent audits of WellStone's financial and clinical performance are routinely completed by external payers. WellStone also operates the **Nova Center for Youth & Family** that provides care to children and adolescents and **New Horizons Recovery Center** that specializes in addictions treatment. WellStone provides services primarily in the community and operates multiple residential homes across the county in addition to two primary treatment campuses in Huntsville. Six of the 18-member Board of Directors at WellStone are appointed by the City of Huntsville and half are appointed by Madison County (3 current members of the Board are Madison residents).

WellStone is primarily funded by a contract with the Alabama Department of Mental Health and through Medicaid insurance billing. These state funds are primarily used as match to draw down federal Medicaid dollars as payment for many of the services provided. These state and federal funds comprise about two-thirds of the total revenues for WellStone and other funding sources include private commercial insurance companies, payments directly from clients, small grants and contracts with local entities, and appropriations from local government. WellStone provides services regardless of ability to pay and utilizes a sliding fee scale that is based on family income and family size.

**With an appropriation of \$45,000 from the City of Madison, WellStone will:**

1. Underwrite part of the cost of treatment for Madison residents who are eligible for a sliding fee scale (they do not have third-party payer sources).
2. Work to expand clinical and educational services to the almost 1,000 Madison residents served last year.

With additional funding, WellStone can provide more services to more people and provide more discounted care to Madison residents who do not have third-party payment. The Board of Directors of WellStone appreciates the support and partnership of the City of Madison as we work together to enhance the quality of life for all citizens, including the 1 in 5 people every year who experience a mental health and/or substance use disorder.

**RESOLUTION NO. 2025-337-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH LAND TRUST OF NORTH ALABAMA FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Land Trust of North Alabama for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **ten thousand dollars (\$10,000.00)** for FY 26.

**READ, PASSED, AND ADOPTED** this 22nd day of December 2025.

---

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

**ATTEST:**

---

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

**APPROVED** this 22nd day of December 2025.

---

*Ranae Bartlett, Mayor*  
City of Madison, Alabama

**www.pearson.com**

1. 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. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that LTNA shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to LTNA the sum of Ten thousand dollars and no cents (\$10,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. LTNA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, LTNA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by LTNA.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by LTNA regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed

or construed to be a partner, joint venture, or agent of LTNA, nor shall LTNA at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, LTNA being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of LTNA and that officers, employees, and any other agents of LTNA are not nor shall they be deemed to be officers, employees, or agents of the City.
7. LTNA is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. LTNA hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or LTNA may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. LTNA agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**LAND TRUST OF NORTH ALABAMA**

**Its:** \_\_\_\_\_

**STATE OF ALABAMA** §  
§  
**COUNTY OF MADISON** §

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Ranae Bartlett, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA                   §**  
**§**  
**COUNTY OF MADISON               §**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa Thomas, whose names as Mayor and City Clerk, 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

### **Exhibit A**

The Land Trust of North Alabama will provide the following services:

- Assist and advise on greenway plan, design and acquisition for upcoming greenway projects
- Contribution of up to \$28,650 for land acquisition, as approved by the Land Trust Board of Directors
- Work with the City of Madison and the City of Huntsville to develop interconnectivity with each city's trails and greenways
- Continue partnership with City of Madison to monitor and maintain the City of Madison's property and trails on Rainbow Mountain; including coordination of volunteer work days
- Offer guided hikes on Madison 's trails and greenways
- One Madison resident on Land Trust Board of Directors as appointed by the City Council.
- Work with individual land owners and developers to expand land acquisition and preservation opportunities in Madison
- Other projects, support, and activity as needed and requested by the City of Madison

**RESOLUTION NO. 2025-338-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON VISIONARY PARTNERS FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison Visionary Partners for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **fifty-five thousand dollars (\$55,000.00)** for FY 26.

**READ, PASSED, AND ADOPTED** this 22nd day of December 2025.

---

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

**ATTEST:**

---

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

**APPROVED** this 22nd day of December 2025.

---

*Ranae Bartlett, Mayor*  
City of Madison, Alabama



STATE OF ALABAMA  
COUNTY OF MADISON

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§  
§

## AGREEMENT

**THIS AGREEMENT IS MADE** between the **MADISON VISIONARY PARTNERS** (hereinafter “MVP”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

## WITNESSETH:

**WHEREAS**, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

**WHEREAS**, MVP will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

1. 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. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that MVP shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MVP the sum of Fifty-Five thousand dollars and no cents (\$55,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MVP pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MVP agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MVP.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MVP regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MVP, nor shall MVP at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, MVP being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of MVP and that officers, employees, and any other agents of MVP are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MVP is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. MVP hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or MVP may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MVP agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

## MADISON VISIONARY PARTNERS

**Its:** \_\_\_\_\_

**STATE OF ALABAMA** §  
§  
**COUNTY OF MADISON** §

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Ranae Bartlett, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA                   §**  
**§**  
**COUNTY OF MADISON               §**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa Thomas, whose names as Mayor and City Clerk, 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

MVP seeks to support the City of Madison in the following key areas:

- Lead a broad-base community coalition to support needs in Madison
- Support large projects in the City of Madison
- Create community projects in the City of Madison
- Act as a fiscal sponsor in the City of Madison

Specifically, the City of Madison appropriation would be utilized in the following manner:

Exhibit A

### **Broad Base Community Coalition**

MVP understands that the city must prioritize its projects and that capital funds can only be stretched so far. That is why MVP works on leveraging ongoing city projects with philanthropic support to improve those projects for the benefit of all in the City of Madison.

MVP has identified several key projects & events to achieve the vision identified above:

**Madison Community Center-** The City of Madison has completed the plan to convert the former Three Springs facility into a multi-use community center. The new Madison community center will benefit the entire community. MVP has helped secure \$938,500 in pledges and donations to date, for the Madison Community Center to help offset the final price tag and will continue to support the fundraising efforts of this project.

**Madison Mural Trail, Phase Two** - MVP would like to add another mural to the trail.

**Splash Pad** -once a location is selected, MVP would like to continue fundraising for the splash pad.

**Madison Visionary Awards** - Our signature fundraising event honoring outstanding volunteers and announcing new Community Impact Grant recipients.

**MAD(I)SON sculpture** - this is on MVP's list of projects to initiate.

This public art piece would be interactive, with 7 foot tall letters that spell MADISON. The "I" would be set back a bit so people can stand in the middle.

### **Gather Madison – (New!)**

A community-wide event centered around one long table and a free shared meal in Homeplace Park. This new tradition will celebrate togetherness and gratitude during the fall season.

### **Fiscal Sponsorship**

MVP will continue its Fiscal Sponsorship program acting as a sponsor for individuals and organizations that do not have a non 501c3 organizations allowing them to use MVP to create and implement projects that enhance the quality of life in Madison.

Acting as a conduit for philanthropic funds MVP will be able to direct donor dollars back into the community.

### **Community Volunteer Projects**

MVP will continue its goal of creating a “net” of Madison organizations working together to successfully implement community volunteer projects and work-days to support projects that benefit our City.

Madison Visionary Partners will continue to work enthusiastically to support the Madison community. The common thread shared by community nonprofits and local government is a determination to use our respective resources to find solutions to meet today’s challenges and support our community. When we weave our resources together, the fabric of the solution is stronger. MVP appreciates the past support of the City of Madison and looks forward to continuing to work together to not only meet the needs of our mutual stakeholders, but to surpass them.

**RESOLUTION NO. 2025-339-R****A RESOLUTION TO APPROVE AN AGREEMENT WITH KTECH, A WORKFORCE INITIATIVE OF THE KIDS TO LOVE FOUNDATION FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with KTECH, A Workforce Initiative Of The Kids To Love Foundation for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **five thousand dollars (\$5,000.00)** for FY 26.

**READ, PASSED, AND ADOPTED** this 22nd day of December 2025.

---

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

**ATTEST:**

---

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

**APPROVED** this 22nd day of December 2025.

---

*Ranae Bartlett, Mayor*  
**City of Madison, Alabama**

STATE OF ALABAMA  
COUNTY OF MADISON

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§  
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## AGREEMENT

**THIS AGREEMENT IS MADE** between **KTECH** a workforce initiative of the **Kids to Love Foundation**, a non-profit organization (hereinafter “**KTECH**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

### WITNESSETH:

**WHEREAS**, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

**WHEREAS**, KTECH will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

1. 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. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that KTECH shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to KTECH the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. KTECH pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, KTECH agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by KTECH.



5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by KTECH regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of KTECH, nor shall KTECH at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, KTECH being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of KTECH and that officers, employees, and any other agents of KTECH are not nor shall they be deemed to be officers, employees, or agents of the City.
7. KTECH is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. KTECH hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or KTECH may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. KTECH agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals on each day and year evidenced below.

**KTECH – KIDS TO LOVE FOUNDATION**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<b>STATE OF ALABAMA</b>	<b>§</b>
	<b>§</b>
<b>COUNTY OF MADISON</b>	<b>§</b>

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the KTECH – Kids to Love Foundation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Ranae Bartlett, Mayor**

\_\_\_\_\_  
**Lisa Thomas, City Clerk**

**Date:** \_\_\_\_\_

**STATE OF ALABAMA                   §**  
**§**  
**COUNTY OF MADISON           §**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa Thomas, whose names as Mayor and City Clerk, 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

KTECH, a workforce initiative of the Kids to Love Foundation is a key player in providing innovative training to support Madison's growing industries. The Pandemic created an enormous hole in the job market. We have seen the need to educate and train differently to get people back to work. KTECH teaches Mechatronics, Robotics, Soldering and Virtual Reality. Since its inception in 2016, KTECH will award 568 certifications.

The Madison City School System boasts the most graduates in KTECH with a total of 20% out of all the north Alabama feeder schools.

KTECH has a strong partnership with Bob Jones High School Engineering Academy. In 2021, KTECH launched a 12-week/180-hour Virtual Reality Class designed to provide students with an immersive introduction to VR and the tools and techniques used to create virtual experiences. We have currently completed four classes in virtual reality.

Our VR Academy is inwardly focused on the introduction, exploration, and training in virtual reality development. And, we work with industry to develop job placement opportunities and apprenticeships. Current graduates are working with i3 as interns. The end goal of the process is to spur economic development, job creation and a sustainable enterprise for the city of Madison and the north Alabama region.

Mayor serves as a KTECH Ambassador and has been active in the development of the KTECH program. 50% of Madison residents are part of the KTECH Ambassadors.

The Madison Rotary Club supports KTECH through a scholarship for a graduate of Bob Jones or James Clements High School. This scholarship is awarded for the Fall KTECH Class each year.

Madison residents participate in teaching Life Lab for our KTECH Mechatronics students and our VR Students. Life Lab teaches the soft skills our industry partners have requested.

Strategically, we are positioning ourselves as a premiere, innovative, and adaptable organization for workforce training. KTECH Students are employed at 23 local companies. KTECH is changing the trajectory for our community long-term, as we empower, uplift and support the people in our Madison community

The KTECH administrative team is respectfully requesting funding support from the city of Madison in the amount of \$5,000.00 to support the VR Academy.

**RESOLUTION NO. 2025-410-R**

**A RESOLUTION ACCEPTING SOFTWARE LICENSE SUBSCRIPTION RENEWAL  
WITH SHI INTERNATIONAL CORPORATION**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement to renew the annual software license subscription with SHI International Corporation, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as **Pricing Proposal, Quotation No. 26765358**. 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 SHI International Corporation 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 22<sup>nd</sup> day of December 2025.

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

ATTEST:

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

APPROVED this \_\_\_\_ day of December 2025

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama



Pricing Proposal  
Quotation #: 26765358  
Reference #: MPSA # 0005318712  
Created On: 10/17/2025  
Valid Until: 11/30/2025

AL-City of Madison

**Chris White**  
100 Hughes Road  
IT Department  
Madison, AL 35758  
United States  
Phone: (256) 464-8432  
Fax:  
Email: chris.white@madisonal.gov

Microsoft Inside Account  
Manager - Public Sector

**Maximilian Vardanyan**  
290 Davidson Ave, Somerset, NJ  
08873  
Phone: -  
Fax:  
Email: MSSoutheastGov@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ExchOnline User - 12 Months Microsoft - Part#: AAA-11624 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 1/1/2026 – 12/31/2026 Note: MPSA # 0005318712 - Renewal	395	\$42.02	\$16,597.90
2 M365 AppsG User - 12 Months Microsoft - Part#: AAA-11674 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 1/1/2026 – 12/31/2026 Note: MPSA # 0005318712 - Renewal	425	\$126.07	\$53,579.75
3 Office 365 E1GCC User - 12 Months Microsoft - Part#: AAA-11646 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 1/1/2026 – 12/31/2026 Note: MPSA # 0005318712 - Renewal	90	\$105.06	\$9,455.40
Subtotal			\$79,633.05
Total			\$79,633.05

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract

Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

**RESOLUTION NO. 2025-418-R****ACCEPTANCE OF INSURANCE SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION FOR DAMAGE TO A 2022 FORD EXPLORER (CLAIM NO. 064279JW)**

**WHEREAS**, on August 28, 2025, at approximately 12:00 p.m., a 2020 Ford F150, VIN ending in 99032, assigned to the Public Works Department, was involved in a collision resulting in damage; and

**WHEREAS** the City's insurance carrier, Alabama Municipal Insurance Corporation, has issued payment to the City in the amount of Five Thousand five hundred seven dollars and twenty-two cents (\$5,507.22), less a deductible of one thousand dollars (\$1,000.00), resulting in a net settlement of Four thousand five hundred and seven dollars and twenty-two cents (\$4,507.22), as full and final settlement of this claim.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the City hereby accepts said settlement in the amount of Five thousand five hundred and seven dollars and twenty two cents (\$5,507.22), subject to the one thousand dollar (\$1,000.00) deductible, for a final net settlement of four thousand five hundred and seven dollars and twenty-two cents (\$4,507.22), and that the City Clerk-Treasurer is hereby authorized to execute any and all documents necessary to accept said offer of settlement and to close this claim.

**READ, PASSED, AND ADOPTED** this 22nd day of December 2025

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

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_day December 2025

---

***Ranae Bartlett, Mayor***  
**City of Madison, Alabama**



# **SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)**

0094947281262  
POLICY NUMBER  
October 1, 2024  
EFFECTIVE DATE

\$1,000.00  
DEDUCTIBLE  
Mike Gardner  
AGENT

064729JW  
ADJUSTER FILE NUMBER  
064279JW  
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.
2020	Ford	F150	1FTFX1E59LFA99032

**DATE OF LOSS  
CAUSE**

A loss occurred on the 28th day of August, 2025, about the hour of 12:00 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collision.

**LOCATION  
OWNERSHIP**

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

**VALUE**

(If a total loss)

**WHOLE LOSS**

**DEDUCTIBLE**

**AMOUNT**

The actual cash value of above described automobile at the time of said loss .....  
THE ACTUAL LOSS AND DAMAGE to above described automobile was ..... \$5,507.22  
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 .... \$4,507.22

**IN THE EVENT  
OF THEFT**

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

**SUBROGATION**

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

**STATEMENTS  
OF INSURED**

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

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

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

Date: 11-18-25

SIGNATURE

Ranae Burtlett



Subscribed and sworn to before me this 18th day of November 2025

November 2025

[Signature]  
NOTARY PUBLIC

## RESOLUTION NO. 2025-385-R

### A RESOLUTION ASCERTAINING, FIXING, AND DETERMINING THE AMOUNTS OF ASSESSMENTS TO BE CHARGED AS WEED LIENS ON CERTAIN PROPERTIES IN THE CITY OF MADISON, ALABAMA, AS A RESULT OF THE CITY ABATING OVERGROWN GRASS AND WEEDS PURSUANT TO THE CITY'S LOCAL WEED ABATEMENT LAW

**WHEREAS**, the City of Madison, Alabama (the "City") received numerous and persistent complaints about overgrown grass and weeds on the following described properties, which constituted public nuisances and violations of Section 2 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135):

<u>Property Address</u>	<u>Parcel ID No.</u>
21 Morningside Dr	43664
102 Windy Way Dr	160772
108 Claytor Ln	130431
108 Tumbleweed Dr	131591
110 Sunnyfield Dr	133201
111 Dartford Dr	1706130000021.035
112 Markum Ln	130403
118 Cresent Cir	104161
120 Cresent Cir	104160
125 Freedom Way	132961
126 Creekrock Dr	1701110002049.000
131 High Coach Way	146372
133 Lewis Ln	96592
180 Dusty Trl	41232
190 Shelton Rd	46164
315 Maplewood Dr	44209
316 Maplewood Dr	44221
323 Pension Row	44050
798 Seina Vista Dr	42592
1100 Princeton Dr	42617

**WHEREAS** the City abated the public nuisances at the City's expense in accordance with the City's Local Weed Abatement Act; and

**WHEREAS** the Enforcing Official prepared the Itemized Statements of Expenses attached hereto as "**Exhibit A**"; and

**WHEREAS**, the Enforcing Official gave notice of a public hearing to consider such Itemized Statements of Expenses in accordance with the City's Local Weed Abatement Act; and

**WHEREAS**, said public hearing was held by the Council; and

**WHEREAS**, it is now the desire of the Council to fix the costs that it finds were reasonably incurred in connection with the abatement of the public nuisances and assess the costs against the subject properties as weed liens.

**THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA** as follows:

**Section 1.** That the Council hereby assesses the following sums to be the costs reasonably incurred by the City in connection with the abatement of the public nuisances located on the properties below, which shall constitute weed liens on the subject properties:

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
21 Morningside Dr	43664	\$778.30
102 Windy Way Dr	160772	\$578.89
108 Claytor Ln	130431	\$578.30
108 Tumbleweed Dr	131591	\$603.30
110 Sunnyfield Dr	133201	\$578.30
111 Dartford Dr	1706130000021.035	\$578.30
112 Markum Ln	130403	\$578.30
118 Crescent Cir	104161	\$478.30
120 Crescent Cir	104160	\$553.30
125 Freedom Way	132961	\$1078.30
126 Creekrock Dr	1701110002049.000	\$578.30
131 High Coach Way	146372	\$678.89
133 Lewis Ln	96592	\$578.30
180 Dusty Trl	41232	\$678.30
190 Shelton Rd	46164	\$2078.30
315 Maplewood Dr	44209	\$553.30
316 Maplewood Dr	44221	\$578.30
323 Pension Row	44050	\$578.30
798 Seina Vista Dr	42592	\$678.89
1100 Princeton Dr	42617	\$1378.30

**Section 2.** That the City Clerk is authorized to file a certified copy of this resolution in the offices of the Revenue Commissioner for the appropriate county in which the properties are located. Upon filing, the Revenue Commissioner shall add the amount of the weed liens to the

ad valorem tax bill for the properties and shall collect the amount as if it were a tax and remit the amount to the City.

**READ, PASSED, AND ADOPTED** this the 22<sup>nd</sup> day of December 2025.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of December 2025.

\_\_\_\_\_  
***Ranae Bartlett, Mayor***  
**City of Madison, Alabama**

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA     )  
MADISON COUNTY        )

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 22<sup>nd</sup> day of December 2025.

Witness my hand and seal of office this \_\_\_\_ day of December 2025.

\_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer



CITY OF MADISON-BUILDING DEPARTMENT  
 CODE ENFORCEMENT DIVISION  
 100 HUGHES RD  
 MADISON, AL 35758  
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### Itemized Statement of Expenses

11/17/2025

Re: 102 WINDY WAY DRIVE  
 Parcel No. 160772

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$200.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.89
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$578.89</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
 Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
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### Itemized Statement of Expenses

12/1/2025

Re: 21 Morningside Dr  
 Parcel: 43664

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$400.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$778.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
 Enforcing Official





CITY OF MADISON-BUILDING DEPARTMENT  
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### Itemized Statement of Expenses

11/17/2025

Re: 108 CLAYTOR LN  
Parcel No. 130431

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$200.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$578.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
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### Itemized Statement of Expenses

11/17/2025

Re: 108 TUMBLEWEED DR  
Parcel No. 131591

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$225.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$603.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
Enforcing Official





CITY OF MADISON-BUILDING DEPARTMENT  
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### Itemized Statement of Expenses

11/17/2025

Re: 110 SUNNYFIELD DR  
 Parcel No. 133201

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$200.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$578.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
 Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
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### Itemized Statement of Expenses

11/17/2025

Re: 111 DARTFORD DR  
Parcel No. 1706130000021.035

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$200.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$578.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
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### Itemized Statement of Expenses

11/17/2025

Re: 112 MARKUM LN  
Parcel No. 130403

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$200.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$578.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
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### Itemized Statement of Expenses

11/17/2025

Re: 118 CRESENT CIR  
Parcel No. 104161

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$100.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$478.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
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### Itemized Statement of Expenses

11/17/2025

Re: 120 CRESENT CIR  
 Parcel No. 104160

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$175.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$553.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
 Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
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### Itemized Statement of Expenses

11/17/2025

Re: 125 FREEDOM WAY  
 Parcel No. 132961

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$700.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$1078.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
 Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
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### Itemized Statement of Expenses

11/17/2025

Re: 126 CREEKROCK DR  
 Parcel No. 1701110002049.000

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$200.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$578.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
 Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
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MADISON, AL 35758  
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### Itemized Statement of Expenses

11/17/2025

Re: 131 HIGH COACH WAY  
Parcel No. 146372

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$300.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.89
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$678.89</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
Enforcing Official





CITY OF MADISON-BUILDING DEPARTMENT  
 CODE ENFORCEMENT DIVISION  
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 MADISON, AL 35758  
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### Itemized Statement of Expenses

11/17/2025

Re: 133 LEWIS LN  
 Parcel No. 96592

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$200.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$578.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
 Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
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### Itemized Statement of Expenses

11/17/2025

Re: 180 DUSTY TRL  
Parcel No. 41232

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$300.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$678.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
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MADISON, AL 35758  
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### Itemized Statement of Expenses

11/18/2025

Re: 190 SHELTON RD  
Parcel No. 46164

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$1700.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$2078.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
 CODE ENFORCEMENT DIVISION  
 100 HUGHES RD  
 MADISON, AL 35758  
 WWW.MADISONAL.GOV

### Itemized Statement of Expenses

11/18/2025

Re: 315 MAPLEWOOD DR  
 Parcel No. 44209

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$175.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$553.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
 Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
 CODE ENFORCEMENT DIVISION  
 100 HUGHES RD  
 MADISON, AL 35758  
 WWW.MADISONAL.GOV

### Itemized Statement of Expenses

11/18/2025

Re: 316 MAPLEWOOD DR  
 Parcel No. 44221

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$200.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$578.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
 Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
 CODE ENFORCEMENT DIVISION  
 100 HUGHES RD  
 MADISON, AL 35758  
 WWW.MADISONAL.GOV

### Itemized Statement of Expenses

11/18/2025

Re: 323 PENSION ROW  
 Parcel No. 44050

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$200.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$578.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
 Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
CODE ENFORCEMENT DIVISION  
100 HUGHES RD  
MADISON, AL 35758  
WWW.MADISONAL.GOV

### Itemized Statement of Expenses

11/18/2025

Re: 798 SEINA VISTA DR  
Parcel No. 42592

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$300.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.89
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$678.89</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
CODE ENFORCEMENT DIVISION  
100 HUGHES RD  
MADISON, AL 35758  
WWW.MADISONAL.GOV

### Itemized Statement of Expenses

11/18/2025

Re: 1100 PRINCETON DR  
Parcel No. 42617

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$1000.00
Value of Use of Equipment	N/A
Advertising Expenses	\$131.30
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$1378.30</b>

Signed: Kipp Richerzhagen  
**Kipp Richerzhagen**  
Enforcing Official



**RESOLUTION NO. 2025-407-R****A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Professional Services Agreement with Halliburton Surveying & Mapping, Inc., for the performance of surveying services of the area on the east side of Hughes Road between Lynbrook and Oakland Trace as a part of the Project 26-006-A (Hughes Sidewalk at Discovery Middle School project), 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 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 Halliburton Surveying & Mapping, Inc., in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22<sup>nd</sup> day of December 2025.

---

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

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_ day of December 2025.

---

*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 Halliburton Surveying & Mapping, Inc., PO Box 18652, Huntsville, AL 35804, hereinafter referred to as “Consultant.”

**WHEREAS**, the City of Madison has sought professional surveying services associated with the Hughes Road Sidewalk Project by Discovery Middle School for performance of a topographic and right of way survey of Hughes Road from Lynbrook Boulevard and Oakland Trace; and

**WHEREAS**, Consultant is a unique provider of professional surveying services; and

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

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

### SECTION ONE: SERVICES TO BE PROVIDED

- A. Scope of Work: Pursuant to the provisions of this Agreement, Consultant will provide the following services to City:

#### ***EXHIBIT A. Contractor's Quote and Scope of Services dated December 3, 2025***

- B. Consultant agrees to comply with all applicable Federal, State and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.
- C. Consultant 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 carry out the services required by this Agreement. Consultant shall perform all services in accordance with the provisions of this Agreement, including, but not limited to, those provisions relating to timing of and payment for services rendered. Consultant alone shall be responsible for the legality, safety, efficiency and adequacy of the services performed hereunder.
- E. Consultant shall hold a current and valid business license issued by the City of Madison and any other appropriate and necessary licenses issued by a governmental entity or industry-specific governing body. It is the sole responsibility of the Consultant to obtain all appropriate and necessary licenses and permits.

### SECTION TWO: FEE / EXPENSE STRUCTURE

The total compensation for services rendered by Consultant pursuant to the Scope of Work

*Professional Services Agreement  
Halliburton Surveying & Mapping, Inc.  
Page 1 of 5*

contained herein shall not exceed **nine thousand three hundred dollars and zero cents (\$9,300.00)**. Consultant shall invoice City in arrears on a monthly basis, terms net thirty (30) days.

In the event services are required which are not included in the Scope of Work, Consultant shall notify City and receive appropriate authorization and approval prior to proceeding.

### **SECTION THREE: INDEMNIFICATION**

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses arising out of or connected with any work performed or services rendered pursuant to the instant Agreement.

### **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. This Agreement shall expire one (1) year from the date of commencement or upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein, whichever first occurs.

### **SECTION FIVE: TERMINATION**

This Agreement may be terminated, with or without cause, by either party by the provision of written notice at least ten (10) days prior to the date of termination.

### **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 neither Consultant nor any employees of Consultant are, or shall be deemed to be, employees of City and that employees of City are not, nor shall they be deemed to be, employees of Consultant.

### **SECTION 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 such suspension of performance of duties hereunder.

### **SECTION EIGHT: ASSIGNMENT**

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without

the express, written consent of the other party.

**SECTION 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 Consultant and City. This Agreement supersedes all other agreements between the parties.

**SECTION TEN: NOTICES**

All notices to City shall be addressed to:

**City Engineer**  
**100 Hughes Road**  
**Madison, Alabama 35758**

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

All notices to Consultant shall be addressed to:  
**Halliburton Surveying & Mapping, Inc.**  
**PO Box 18652**  
**Huntsville, AL 35804**

**SECTION ELEVEN: GOVERNING LAW**

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

**SECTION TWELVE: 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.

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

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

**Attest:**

By: \_\_\_\_\_  
Ranae Bartlett, Mayor

\_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

**STATE OF ALABAMA                   §  
   §  
COUNTY OF MADISON           §**

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

Given under my hand and official seal this \_\_\_\_\_ day of December 2025.

\_\_\_\_\_  
Notary Public

Halliburton Surveying & Mapping, Inc.  
CONTRACTOR

By: \_\_\_\_\_

Printed: \_\_\_\_\_

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 is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand this the \_\_\_\_\_ day of December 2025.

\_\_\_\_\_  
Notary Public



## Halliburton Surveying & Mapping, Inc.

*Mailing Address:*  
P.O. Box 18652  
Huntsville, AL 35804

*Physical Address:*  
510 Andrew Jackson Way NE  
Huntsville, AL 35801

December 3, 2025

Attention: Ms. Michelle Dunson, PE  
Deputy City Engineer  
City of Madison  
100 Hughes Road  
Madison, AL 35758

Reference: Hughes Road Right-of-Way Survey  
Madison, AL

Ms. Dunson:

As requested, please find the enclosed proposal for professional services associated with the Topographic and R.O.W. Survey of Hughes Road from Lynbrook Boulevard and Oakland Trace.

Feel free to contact me should you have any questions and/or comments. Thank you again for the opportunity and I look forward to hearing back from you.

Best regards,

Halliburton Surveying & Mapping, Inc.

Matthew Herrell, PLS

Project Manager

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

#### **TASK 1- TOPOGRAPHIC AND AN RIGHT-OF-WAY SURVEY**

1. Perform a Topographic Surveys of the area as outlined and shaded in red on Attachment C hereof.
  - a. The Topographic Survey shall depict and include the following information.
    - i. A 40-foot grid or less depending on the site.
    - ii. Location of all observed improvements from East edge of pavement to 5' beyond right-of-way, including but not limited to, paving, sidewalks, curb and gutter, paving, fences, ditches and rip rap.
    - iii. Surveyor shall locate Trees at their trunks and note the diameter at breast height.
    - iv. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
    - v. Surveyor will contact 811 to request underground utility locates, however, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where in additional or more detailed information is required, the client is advised that excavation and/or private utility locate request may be necessary.
    - vi. Surveyor will set 2 horizontal control points and 1 Temporary Benchmarks at the beginning and end of the proposed route.
2. Perform a Right-of-Way Survey of Hughes Road between Lynbrook Boulevard and Oakland Trace.
  - a. Right-of-Way Survey includes the research of the current deed or plat for the property.
3. Surveys shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
4. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83), and North American Vertical Datum of 1988 (NAVD 88) using the latest Geoid.
5. Deliverable shall include an AutoCAD file, a signed digital file and 2 hard-copies, if requested.

#### **GENERAL ASSUMPTIONS AND REQUIREMENTS:**

- Client shall provide site access including private property and gates/fenced in areas as required to perform the work as requested within the scope of this project and that Surveyor may enter the subject property without further notice if this agreement is executed.
- Any recorded documents client has or receives.
- Assistance with locating utilities.

#### **SCHEDULE:**

1. The surveyor is expected to begin work within approximately two (2) to three (3) weeks upon receipt of this executed agreement and/or written authorization of Notice to Proceed (NTP). For planning



purposes, Surveyor has prepared the following milestone estimated schedule.

- a. Topographic & Right-of-Way Survey
  - i. Estimate Issuing a Rough Draft Survey 5 weeks from NTP.
  - ii. Estimate Issuing Final Survey 6-7 weeks from NTP.
2. Schedule is subject to possible delays not controllable by the Surveyor, such as, but not limited to, delays by inclement weather, arrangement of proper onsite access, COVID-19 or other pandemics, etc.

## EXCLUSIONS:

The following items are not included in the Scope of Services:

- Signing any client or 3<sup>rd</sup> party contract agreements.
- Application/Submission and Recording Fees
- Any coordination efforts to obtain owner and/or mortgage holder signatures, the Title Opinion from Clients attorney, platting meetings, including, but not limited to, attending meetings, conference calls, teams or similar meetings, mailing plat to owner(s) or lender, etc.
- Postage/Mailing Fees for Signatures (if required)
- Subdivision Platting
- Formal Boundary Survey
- Private Utility Locate/Ground Penetrating Radar
- ALTA/NSPS Land Title Survey
- Any Surveying in any roadways/travel ways.
- Any Title Research
- As-Built Survey
- Tree Species/Type
- Submittal/Approval of LOMR/LOMR-F to FEMA and other regulatory agencies. It is the surveyors understanding the client or the client's engineer will submit formal letters/applications, etc. and be responsible for all correspondence to FEMA and/or the local Municipality's CFM.
- R.O.W., Easement Vacation request, Annexation documents.
- Rezoning, variance or other matters not specifically mentioned herein above.
- If a potential overlap, gap or gore is discovered upon the performance of the survey, the surveyor reserves the right to stop work until the issue(s) gets resolved. Any requested work performed to resolve these potential issues is considered additional services.
- Creation of a new legal description(s) and/or associated exhibits except as required.
- Depth of underground utilities with the exception of Sanitary Sewer Manholes, Storm Sewer Manholes and Storm Pipes.
- Construction Layout/Staking
- Any activities not associated within the Scope of Services as defined herein above.

## ATTACHMENT B

### FEE SCHEDULE

Client shall compensate Surveyor for services rendered in accordance with the following options:

#### FIXED FEE

##### **TASK 1: TOPOGRAPHIC & R.O.W. SURVEY - LUMP SUM - \$9,300.00**

*Note 1: Surveyor may invoice after the completion of each Task listed above. Surveyor may stop work for future phases until payments are received for invoiced work.*

*Note 2: Surveyor and Client both agree that in the unlikely event of stop-work for the project, that the Client understands and agrees that the Surveyor may invoice for the estimated completion percentage of the project at the time the stop-work determination is made.*

#### HOURLY RATES AND MATERIALS:

Client shall compensate Surveyor for services rendered in accordance with the following hourly rates for any additional services requested in writing:

<i>Principal Land Surveyor .....</i>	<i>\$250 / hour</i>
<i>Senior Project Manager .....</i>	<i>\$200 / hour</i>
<i>Project Manager .....</i>	<i>\$156 / hour</i>
<i>Project Land Surveyor .....</i>	<i>\$140 / hour</i>
<i>Assistant Project Manager.....</i>	<i>\$135 / hour</i>
<i>Land Surveyor-in-Training (LSIT).....</i>	<i>\$119 / hour</i>
<i>Survey CAD Technician.....</i>	<i>\$107 / hour</i>
<i>Drone &amp; Laser Scanning Software Processor....</i>	<i>\$160 / hour</i>
<i>Cost Accountant.....</i>	<i>\$115 / hour</i>
<i>Intern/Co-op .....</i>	<i>\$80 / hour</i>
<i>Administrative or Courier .....</i>	<i>\$75 / hour</i>
<i>*1-Man Field Survey Crew .....</i>	<i>\$161 / hour</i>
<i>*2-Man Field Survey Crew.....</i>	<i>\$198 / hour</i>
<i>*3-Man Field Survey Crew.....</i>	<i>\$235 / hour</i>
<i>Private Utility Locating.....</i>	<i>\$1,100 / half day (minimum)</i>
<i>Survey-grade aerial LiDAR sensor.....</i>	<i>\$3,700 / half day (minimum)</i>
<i>**Terrestrial Laser Scanning .....</i>	<i>\$1,500/ half day (minimum)</i>
<i>***1 arc second accuracy total station.....</i>	<i>\$27 / hour</i>
<i>****Multi-Constellation GPS Base &amp; Rover....</i>	<i>\$28 / hour</i>
<i>Mileage.....</i>	<i>\$0.67 / mile</i>
<i>Printing Black &amp; White (11" x 17").....</i>	<i>\$1.0 / sheet</i>
<i>Printing Black &amp; White (18" x 24").....</i>	<i>\$2.60 / sheet</i>
<i>Printing Black &amp; White (24" x 36").....</i>	<i>\$4.40 / sheet</i>
<i>Printing Black &amp; White (30" x 42").....</i>	<i>\$5.80 / sheet</i>
<i>Wooden Survey Stakes.....</i>	<i>\$1.29 / stake</i>
<i>Survey Hubs/Mag Hub Nails.....</i>	<i>\$0.56 / hub/nail</i>
<i>1/2 inch x 18 inch rebar.....</i>	<i>\$3.25 / rebar</i>

Paint Can.....	\$10.00/ can
Survey Flagging.....	\$8.00 / roll
Survey Control Caps.....	\$0.85 / cap
Mag or Masonry Nails.....	\$0.35 / nail
Tacks.....	\$0.20 / tack
Markers.....	\$3.00 / marker

*\*Standard field crews are equipped with a truck, total station, auto-level and network GPS technologies.*

*\*\*Terrestrial Laser Scanning hardware collects up to 2,000,000 points per second.*

*\*\*\*Utilization of a 1” accuracy total station is an additional fee to any labor category*

*\*\*\*\*Utilization of a multi-constellation GPS base/rover is an additional fee to any labor category*

*Note: Additional project reimbursable expenditures will be cost of item + 10%.*

*Note: Any services provided after December 31, 2025 are subject to a 4% yearly escalation.*

ATTACHMENT C



## ORDINANCE NO. 2025-408

### ADOPTING AMENDMENTS TO CHAPTER 17 OF THE MADISON CITY CODE TO PROVIDE FOR AMENDMENTS TO THE ORDINANCE PROVIDING REGULATIONS FOR STATE AND FEDERAL STANDARDS FOR THE PREVENTION OF FLOOD DAMAGE

**WHEREAS**, the State of Alabama Office of Water Resources has requested certain changes to the City’s Floodplain Development Ordinance, which is codified in Chapter 17 of the Madison City Code, entitled “Floods;” and

**WHEREAS**, the City Engineering Department has recommended to the City Council that it adopt the changes requested by the State of Alabama;

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Madison that Chapter 17, entitled “Floods,” is hereby repealed and replaced with the following amended Floodplain Development Ordinance as follows:

#### ARTICLE 1

#### STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

The National Flood Insurance Program (NFIP) is managed by the Federal Emergency Management Agency (FEMA). Communities are not required to participate in the program by any law or regulation, but instead participate voluntarily in order to obtain access to NFIP flood insurance. Communities that choose to participate in the NFIP are required to adopt and enforce a floodplain development ordinance with land use and control measures that include effective enforcement provisions to regulate development in the floodplain resulting in reduced future flood losses.

FEMA has set forth in federal regulations the minimum standards required for participation in the NFIP; however, these standards have the force of law only because they are adopted and enforced by a state or local government; referred to as a NFIP community. Legal enforcement of the floodplain management standards is the responsibility of the participating NFIP community, which can elect to adopt higher standards as a means of mitigating flood risk. The City of Madison agrees to adopt and enforce this Ordinance, which meets or exceeds the minimum standards of the Code of Federal Regulations Title 44 §60.3 in order to participate in the NFIP and have access to federal flood insurance and other federal assistance.

## **SECTION A**                      **STATUTORY AUTHORIZATION**

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24; Chapter 45, Sections 1-11; Chapter 52, Sections 1-84; and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council, of **the City of** Madison, Alabama, does ordain as follows:

## **SECTION B**                      **FINDINGS OF FACT**

- (1) The flood hazard areas of **the City of** Madison, Alabama (the Federal Emergency Management Agency's [FEMA] designated Special Flood Hazard Areas (SFHAs) or other areas designated by **the City of** Madison as flood-prone areas) are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect public health, safety, and general welfare.
- (2) These flood losses are caused most often by development, as defined in this Ordinance, in areas designated as FEMA SFHAs or other areas designated by **the City of** Madison as vulnerable to flooding, including structures which are inadequately elevated or floodproofed (only non-residential structures) or are otherwise unprotected from flood damages; or by the cumulative effect of development in areas subject to flooding that cause increases in flood heights and velocities.

## **SECTION C**                      **STATEMENT OF PURPOSE**

It is the purpose of this Ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (2) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion.
- (3) Control development (including filling, grading, paving, dredging, and all other development as defined in this Ordinance).
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.

- (5) Control the alteration of natural floodplains, stream channels, and natural protective barriers which may influence the flow of water.

## **SECTION D**                      **OBJECTIVES**

The objectives of this Ordinance are to:

- (1) Protect human life and health;
- (2) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas;
- (4) Minimize expenditure of public money for costly flood control projects;
- (5) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) Minimize prolonged business interruptions; and
- (7) When asked for assistance regarding flood risk, ensure that potential home buyers are aware that a property is in an area subject to flooding.

## **ARTICLE 2**

### **GENERAL PROVISIONS**

#### **SECTION A**                      **LANDS TO WHICH THIS ORDINANCE APPLIES**

This Ordinance shall apply to all FEMA SFHAs and any additional areas designated by the City of Madison as floodplains or areas subject to flooding within the jurisdiction of **the City of Madison, Alabama**.

#### **SECTION B**                      **BASIS FOR SPECIAL FLOOD HAZARD AREAS**

The SFHAs identified by FEMA in Madison County's **Flood Insurance Study (FIS)**, dated **January 22, 2026**, and **Limestone County's Flood Insurance Study (FIS)**, dated **October 2, 2024**, with accompanying Flood Insurance Rate Maps (FIRMs) and other supporting data and any revision thereto, are adopted by reference and declared a part of this Ordinance. For those lands acquired by a municipality through annexation, the current effective FIS and data for Madison County **and Limestone County** are hereby adopted by reference. Community Flood Hazard



Areas may also be regulated as SFHAs. FEMA encourages communities to adopt areas prone to flooding to be added to the FIRMs. They may include those areas known to have flooded historically or that have been defined through standard engineering analysis by a professional engineer, licensed to practice in the State of Alabama; or by governmental agencies or private organizations that are not yet incorporated into the FIS or otherwise designated by the community.

When Preliminary Flood Insurance Studies and Flood Insurance Rate Maps have been provided by FEMA to the City of Madison:

- (1) Prior to the issuance of a Letter of Final Determination by FEMA, the use of the preliminary flood hazard data shall only be required where no BFEs and/or floodway areas exist or where the preliminary BFEs or floodway area exceed the BFEs and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.
- (2) Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administering these regulations.

Where adopted regulatory standards conflict, the more stringent BFE shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

#### **SECTION C: ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT**

A Development Permit shall be required in conformance with the provisions of this Ordinance PRIOR to the commencement of any development, as defined in this Ordinance, in identified SFHAs and any additional identified **Community Flood Hazard Areas** within the community.

#### **SECTION D. COMPLIANCE**

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this Ordinance and other applicable regulations.

#### **SECTION E. ABROGATION AND GREATER RESTRICTIONS**

This Ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this Ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

#### **SECTION F. INTERPRETATION**



In the interpretation and application of this Ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under State statutes.

**SECTION G.            WARNING AND DISCLAIMER OF LIABILITY**

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the SFHAs or other identified areas subject to flooding or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Madison or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

## **SECTION H. PENALTIES FOR VIOLATION**

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. The Code of Alabama (1975), Title 11, Chapters 19 and 45 grant local governments in Alabama the authority to administer the enforcement provisions stated within this section of the Ordinance.

- (1) **Stop Work Order.** The community may issue a stop work order, which shall be served on the applicant or other responsible person.
  - (a) Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this Ordinance shall immediately cease.
  - (b) Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order must include a provision that it may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

- (2) **Notice of Violation.** If the community determines that an applicant or other responsible party for the development has failed to comply with the terms and conditions of a permit, or otherwise not in accordance with the provisions of this Ordinance, it shall issue a written Notice of Violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this Ordinance without having first secured a permit, the notice shall be served on the owner or the party in charge of the activity being conducted on the site. Therefore, any work undertaken prior to submission and approval of an official permit by the City of Madison or otherwise not in accordance with this Ordinance shall constitute a violation of this Ordinance and be at the permit holder's risk. The notice of violation shall contain:
  - (a) The name and address of the owner or the applicant or the responsible party;
  - (b) The address or other description of the site upon which the violation is occurring;
  - (c) A statement specifying the nature of the violation (including failure to obtain a permit);
  - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this Ordinance and the date for

- the completion of such remedial action;
- (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
  - (f) A statement in the Notice of Violation shall be included that the determination of violation may be appealed to the community by filing a written Notice of Appeal within ten (10) working days after the Notice of Violation. Exceptions for the deadline for this Notice include: 1) in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be given; 2) if there's an imminent or immediate threat to life or property, then immediate action is required.
- (3) Civil penalties. Any person who violates this Ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues following receipt of the Notice of Violation shall be considered a separate offense. Nothing contained herein shall prevent the City of Madison from taking such other lawful actions as is necessary to prevent or remedy any violation.
- (4) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed.

Before taking any of the following enforcement actions or imposing any of the following penalties, the City of Madison shall first notify the applicant or other responsible person in writing of its intended action. The City of Madison shall provide reasonable opportunity, of not less than ten days (except, in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be sufficient; if there's an imminent or immediate threat to the public health or public safety then immediate action is required) to cure such violation.

In the event the applicant or other responsible party fails to cure such violation after such notice and cure period, the City of Madison may take or impose any one or more of the enforcement actions or penalties listed below.

- (a) Termination of water service and/or withhold or revoke Certificate of Occupancy. The community may terminate utility services to the property and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements/repairs conducted on the site. The order shall remain in-place until the applicant or other responsible party has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violation or violations described therein.

- (b) Suspension, revocation, or modifications of permit. The community may suspend, revoke, or modify the permit that authorizes the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible party has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the community may deem necessary). That would enable the applicant or other responsible party to take the necessary remedial measures to cure such violations.
- i. The Administrator may revoke a permit issued under the provisions of this Ordinance, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
  - ii. The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this Ordinance.
- (c) Section 1316 Declaration. A Section 1316 declaration shall be used only when all other legal means included in this Ordinance to remedy a violation have been exhausted and the structure remains non-compliant. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued, no NFIP insurance claim can be paid on any policy on the property, and federal disaster assistance will be denied for the property.

The declaration must be in writing (letter or citation), from the community to the property owner and to the FEMA Regional Office, and must contain the following items:

- i. The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;
- ii. A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;
- iii. A clear statement that the public body making the declaration has authority to do so and a citation of that authority;
- iv. Evidence that the community has taken and exhausted all legal means to remedy the violation, including all Community enforcement actions, as specified in this Ordinance; and
- v. Notice of violation, and a statement regarding the prospective denial of insurance.

The structure will be considered a violation until such time the violation has been remedied. If a structure that has received a Section 1316

declaration is made compliant with the all the applicable provisions of this Ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance eligibility restored.

- (5) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

The Notice of Appeal must be in writing to the Floodplain Administrator and must be received within ten (10) days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty (30) days from the date of receipt of the Notice of Appeal.

- (6) All appeals shall be heard and decided by the community's designated appeals board, which shall be the City Council, or their designees. The appeals board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's floodplain development ordinance, and any other applicable local, state, or federal requirements. Appeals cannot be in opposition to the provisions of this Ordinance. The decision of the appeal board shall be final.
- (7) A judicial review can be requested by any person aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Circuit Court of Madison County, Alabama **or Limestone County, Alabama, whichever county the property is located.**

## **SECTION I. SAVINGS CLAUSE**

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this Ordinance.

## **SECTION J. REPEALER**

Ordinance 2019-323 of the City of Madison, Alabama is hereby repealed. This Repealer shall not, however, effect, terminate, or preclude any rights, duties, requirements or terms which arose or existed while said Ordinance was in effect, all of which are specifically preserved.

### **ARTICLE 3**

### **ADMINISTRATION**

#### **SECTION A            DESIGNATION OF FLOODPLAIN ADMINISTRATOR**

The City Engineer for the City of Madison is hereby appointed to administer and implement the provisions of this Ordinance. The City Engineer of the City of Madison shall hereto after be referred to as the Floodplain Administrator in this Ordinance.

#### **SECTION B            PERMIT PROCEDURES**

Application for a Floodplain Development Permit shall be made to the Floodplain Administrator on forms furnished by the community **PRIOR** to any development (any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials) in the SFHAs of the community, and may include, but not be limited to, the following: plans in duplicate drawn to scale showing the elevations of the area of development and the nature, location, and dimensions of existing or proposed development.

Specifically, the following procedures and information are required for all projects in the SFHA or other designated floodplains within the jurisdiction of the City of Madison:

(1)    Application Stage

Plot plans are to include:

- (a)    The BFEs where provided as set forth in Article 4, Section B and C;
- (b)    Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
- (c)    Flood zone designation of the proposed development area as determined on the FIRM or other flood map as set forth in Article 2, Section B;
- (d)    Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor elevation, including basement, of all proposed structures;
- (e)    Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;
- (f)    Design certification from a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, who is registered to practice in the State of Alabama, that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);

(g) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this Ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with Article 4, Sections B(1) and B(3) when solid foundation perimeter walls are used.

(h) Usage details of any enclosed areas below the lowest floor shall be described.

(i) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.

(j) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be prepared by a professional engineer, who is licensed to practice in the State of Alabama, on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.

(k) Certification of the plot plan by a professional engineer or surveyor, who is licensed to practice in the State of Alabama, is required.

(l) In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill elevation must meet the community's freeboard elevation at that location. If the top of fill elevation is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvements must meet the required community freeboard elevation.

(m) An Elevation Certificate marked "Construction Drawings" in section C of such certificate, is required.

## (2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level **using appropriate FEMA elevation or floodproofing certificate**, accompanied by a foundation survey of the formwork at installation stage prepared by a professional engineer or surveyor, immediately after the lowest floor or flood-proofing is completed. In addition:

(a) When flood-proofing is utilized for non-residential structures, said certification shall be prepared by professional engineer, who is licensed to practice in the State of Alabama, or architect, who is registered to practice in the State of Alabama.



(b) **Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.**

(c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed. Failure to submit certification or failure to make the required corrections, shall be cause to issue a Notice of Violation and/or Stop-Work Order for the project.

(d) The Floodplain Administrator shall make **periodic inspections** of projects during construction throughout the SFHAs within the jurisdiction of the community to ensure that the work is being done according to the provisions of this Ordinance and the terms of the permit. Members of the inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the City of Madison during normal business hours of the community for the purposes of inspection or other enforcement action.

(e) The Floodplain Administrator may **revoke and require the return of the floodplain development permit** by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(3) **Finished Construction**

Upon completion of construction, a FEMA elevation certificate (FEMA Form 81-31 or equivalent), which depicts all finished construction elevations, must be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.

(a) If the project includes a floodproofing measure, a FEMA floodproofing certificate must be submitted by the permit holder to the Floodplain Administrator.

(b) The Floodplain Administrator shall review the certificate(s) and the data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance.

(c) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(d) Documentation regarding completion of and compliance with the requirements stated in the permit application and with Article 3, Section B(1) of



this Ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(e) All records that pertain to the administration of this Ordinance shall be maintained in perpetuity and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

## **SECTION C                    DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR**

The Floodplain Administrator and his/her designated staff is hereby authorized and directed to enforce the provisions of this Ordinance. The Floodplain Administrator is further authorized to render interpretations of this Ordinance which are consistent with its spirit and purpose. Duties of the Floodplain Administrator shall include, but shall not be limited to:

- (1) Require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may be determined whether such construction or other development is proposed within flood-prone areas. Ensure the public is aware that floodplain development permits are required for development in SFHAs.
- (2) Conduct regular inspections of the community's SFHAs for any unpermitted development and issue Stop Work Orders and Notice of Violations for any such development. Any unpermitted structure or non-structural development in the SFHA will be considered a violation until such time that the violation has been remedied.
- (3) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.
- (4) Review all permit applications of proposed development, to determine whether the proposed construction or other development will be reasonably safe from flooding and to assure compliance with this Ordinance.
  - (a) If the provisions of this Ordinance have been met, approve the permit.
  - (b) If the provisions of this Ordinance have not been met, request that either corrections and accurate completion of the application be made or disapprove the permit.

- (5) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any BFE and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.
- (6) Verify and record the actual elevation of the lowest floor, in relation to mean sea level (or highest adjacent grade), including basement, of all new construction or substantially improved residential structures in accordance with Article 3, Section B(2).
- (a) Review elevation certificates and require incomplete or incorrect certificates to be corrected and resubmitted for approval.
- (b) A post-construction elevation certificate is required to be kept with the permit and certificate of occupancy in perpetuity; a pre-construction elevation certificate can be used to ensure the correct elevation for the lowest floor and machinery along with the correct number of vents that will be used.
- (7) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved non-residential structures have been elevated or floodproofed, in accordance with Article 3, Section B, or Article 4, Sections B(2) and E(2).
- (8) When floodproofing is utilized for a non-residential structure, the Floodplain Administrator shall obtain certification of design criteria from a professional engineer, licensed to practice in the State of Alabama, or licensed architect, registered to practice in the State of Alabama, in accordance with Article 3, Section B(1) and Article 4, Section B(2) or E(2).
- (9) Notify adjacent communities and the Alabama Department of Environmental Management and the appropriate district office of the U.S. Army Corps of Engineers prior to any alteration or relocation of a watercourse. Submit evidence of such notification to FEMA and the NFIP State Coordinator's Office (Alabama Department of Economic and Community Affairs, Office of Water Resources).
- (10) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months after completion of the project to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained following completion of the project.
- (11) Where interpretation is needed as to the exact location of boundaries of the SFHA (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.

(12) All records pertaining to the provisions of this Ordinance shall be maintained, in perpetuity, at the office of the Floodplain Administrator and shall be available for public inspection when requested.

(13) For **any** improvements made to **existing construction** located in the SFHA (as established in Article 2, Section B) ensure that a permit is obtained. Also, **conduct Substantial Improvement (SI)** (as defined in Article 6 of this Ordinance) **reviews and analysis of all structural development permit applications**. Maintain a record of the SI calculations and comments within the permit files in accordance with **Article 3, Section B(3)(e)**.

(14) For **any residential and nonresidential structures** located in the SFHAs that are damaged from any source, natural hazard or man-made, **conduct Substantial Damage (SD)** (as defined in Article 6 of this Ordinance) **assessments**.

- (a) The Floodplain Administrator shall ensure that permits are obtained, in accordance with this Ordinance, prior to any repairs commencing.
- (b) Make SD determinations **whenever structures within the SFHA area are damaged** by any cause or origin. SD determinations shall not be waived to expedite the rebuilding process during a post-disaster recovery or for any other reason.
- (c) If the community has a large number of buildings in their SFHA that have been damaged, they should decide in advance how best to handle permitting and inspecting damaged buildings for substantial damage determinations.
- (d) If required, a **moratorium may be placed on all non-disaster** related construction permits until the community has sufficiently completed its SD determinations.
- (e) The SD determinations should be performed immediately after the damage-causing event or other cause of damage.
- (f) The community shall utilize **methods and tools** for collecting building data and performing analyses that will provide **reasonable and defensible SD determinations**. Those tools shall be capable of generating reports for record-keeping purposes and to provide to the applicable property owners if requested.
- (g) Maintain a record of the SD calculations within permit files in accordance with **Article 3, Section B(3)(e)**.
- (h) If the SD determination finds that the extent that the **cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value** of the structure before the damage occurred, the Floodplain Administrator shall:
  - i. Coordinate with the property owner and issue a letter to convey the SD determination.
  - ii. Determine if the damage was caused by flooding and include the cause in the letter to the property owner. Also, include whether or not the

structure qualifies as a repetitive loss structure per the definitions in Article 6 of this Ordinance. The information can be used to determine if the claim is eligible for an Increased Cost of Compliance claim.

- iii. Coordinate with property owners and insurance companies for any NFIP claims.
  - iv. If the repairs are to proceed, coordinate with the permit applicant to ensure a permit is obtained and inspections are conducted to ensure that all applicable provisions of this Ordinance are adhered to without exception or waiver.
- (i) A structure qualifies as a **repetitively damaged structure** (synonymous to repetitive loss property) if it's determined to have been damaged by flooding two or more times within a 10-year period where the cost of repairing the flood damage, on average, equaled or exceeded 25 percent of its market value at the time of each flood event. All of the provisions of Article 3, Section C(13) for substantial damages shall apply to any repetitively damaged structure, whether it is covered by NFIP flood insurance or not.

If the structure is located within a SFHA and NFIP flood insurance claims were paid for each of the two flood losses then the structure is eligible for an Increased Cost of Compliance (ICC) claim. The following procedures shall be performed by the community to track repetitive losses and provide documentation necessary for an ICC claim:

- i. Maintain permit records of all reconstruction and repairs for flood damages;
  - i. Record the date of repairs for a particular building so that the repair history can be checked before the next permit is issued;
  - ii. Record the flood-related cost to repair the building and the market value of the building before the damage occurred for each flood event; and
  - iii. Issue a letter of Notice of Determination to the owner of the structure.
- (j) Ensure that phased improvements and incremental repairs do not circumvent the SI/SD requirements.
- (k) Ensure that any combinations of elective improvements being made in addition to the necessary repairs to damages are included in making the SI/SD determination.
- (l) An applicant for a permit may appeal a decision, order, or determination that was made by the local official for the following:
- i. The local official's finding or determination that the proposed work constituting a SI/SD were based on insufficient information, errors, or repair/improvement costs that should be included and/or excluded;
  - ii. The local official's finding or determination that the proposed work constituting a SI/SD were based on inappropriate valuations of costs for

the proposed work, or an inappropriate method to determine the market value of the building.

- (m) It is not appropriate for a permit applicant to seek an appeal who wishes to build in a manner that is contrary to the regulations and codes included in this ordinance. In those cases, the applicant should seek a variance.
- (n) Ensure that any building located in a floodway that constitutes a SI/SD has an engineering analysis performed in accordance with Article 4, Section C(2). If that analysis indicates any increase in the BFE, the local official must not allow the proposed work unless the structure is brought into full compliance with this Ordinance.

(15) **Coordinate with insurance adjusters** prior to permitting any proposed work to bring any flood-damaged structure covered by a standard flood insurance policy into compliance (either substantially damaged structures or repetitive loss structures) **to ensure eligibility for ICC funds.**

(16) **Right of Entry**

- (a) After the Certificate of Occupancy has been issued for a building and the Floodplain Administrator observes or has reasonable cause to believe that renovations or retrofits have been made to the building, structure, or premises located in a SFHA that appear to be in violation of any provisions of this Ordinance, he/she shall have the right to seek entry into that building as described in (b) to (e) below.
- (b) Whenever it becomes necessary to make an inspection to enforce any of the provisions of this Ordinance, the Floodplain Administrator may enter such building, structure or premises at all reasonable times (normal business hours for the community) to inspect the same or perform any duty imposed upon the Floodplain Administrator by this Ordinance.
- (c) If such building or premises are occupied, the Floodplain Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises prior to entry.
- (d) If entry is refused or owner cannot be located, the Floodplain Administrator shall have recourse to every remedy provided by law to secure the right of entry of the building, structure, or premises.
- (e) When the Floodplain Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Floodplain Administrator for the purpose of inspection and examination pursuant to this Ordinance.

## ARTICLE 4

### PROVISIONS FOR FLOOD HAZARD REDUCTION

#### **SECTION A            GENERAL STANDARDS**

In ALL SFHAs and flood-prone areas regulated by the City of Madison, the following provisions are required for **all proposed development** including new construction, **reconstruction or repairs made to repetitive loss structures**, and **substantial improvements**:

- (1) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but, not limited to Section 404 of the Federal Water Pollution Control Act Amendments (1972, 33 U.S.C. 1334) and the Endangered Species Act (1973, 16 U.S.C. 1531-1544). Maintain such permits permanently with floodplain development permit file.
- (2) New construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (3) New construction and substantial improvements shall be constructed with materials resistant to flood damage below the BFE.
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (5) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Review subdivision proposals and other proposed development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed development is in a SFHA, any such proposals shall be reviewed to assure that:
  - (a) They are consistent with the need to minimize flood damage within the SFHA,
  - (b) All public utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage,
  - (c) All new and replacement water supply systems are to be designed to minimize or eliminate infiltration of flood waters into the systems,

- (d) All new and replacement sanitary sewage systems are to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters,
  - (e) Onsite waste disposal systems are to be located to avoid impairment to them or contamination from them during flooding, and
  - (f) Adequate drainage provided to reduce exposure to flood hazards.
- (7) Manufactured homes shall be installed using methods and practices which minimize flood damage. They must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local requirements for resisting wind forces.
  - (8) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
  - (9) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
  - (10) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
  - (11) Any alteration, repair, reconstruction or improvement to new construction and substantial improvements which is not compliant with the provisions of this Ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced.
  - (12) Proposed new construction and substantial improvements that are partially located in a SFHA shall have the entire structure meet the standards of this Ordinance for new construction.
  - (13) Where new construction and substantial improvements located in multiple SFHAs or in a SFHA with multiple BFEs, the entire structure shall meet the standards for the most hazardous SFHA and the highest BFE.

## **SECTION B                    SPECIFIC TECHNICAL STANDARDS**

In ALL Special Flood Hazard Areas designated as A, AE, AH (with engineered or estimated BFE), the following provisions are required:

- (1) Residential and Non-Residential Structures - Where BFE data is available, new construction, reconstruction or repairs made to a repetitive loss structure, and substantial



improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than **two (2) feet above the base flood elevation (also referred to as the design flood elevation)**. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

(2) **Non-Residential Structures** - New construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvement of any non-residential structure located in AE or AH zones, may be floodproofed (dry) in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to at least **two (2) feet above the base flood elevation (herein after referred to as the design flood elevation)**, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

- (a) A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with the standards in ASCE-24 (for dry floodproofing) or other compatible standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).
- (b) A record of such certificates, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained with the official permitting records for the structure and kept in-perpetuity.
- (c) Any non-residential functionally dependent structure (as defined in Article 6) that cannot meet the standards stated in Section B(2)(a) shall require a variance to be issued in accordance with Article 5, Section C(3) and D(1).
- (d) Any non-residential structure, or part thereof, made watertight below the BFE shall be floodproofed in accordance with the applicable standards in ASCE 24. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, which states that the proposed design and methods of construction are in conformance with the above referenced standards. There should be a statement submitted with the permit application and a statement submitted with the as-built Floodproofing Certificate prior to the issuance of the Certificate of Occupancy.
- (e) Prior to the issuance of the Certificate of Occupancy, the following must be submitted for any non-residential structure that will be floodproofed.



- (i) An inspection and maintenance plan detailing the annual maintenance of floodproofed components ensuring that all components will operate properly under flood conditions. Components that must be inspected include at a minimum:
    - Mechanical equipment such as sump pumps and generators,
    - Flood shields and closures,
    - Walls and wall penetrations, and
    - Levees and berms (as applicable).
  - (ii) A Flood Emergency Operation Plan detailing the procedures to be followed during a flooding event and must include information pertaining to how all components will operate properly under all conditions, including power failures. The design professional must prepare the plan which shall include the following:
    - An established chain of command and responsibility with leadership responsibilities clearly defined for all aspects of the plan.
    - A procedure for notification of necessary parties when flooding threatens and flood warnings are issued. Personnel required to be at the building should have a planned and safe means of ingress/egress and should have no other emergency response duties during a flood event. Alternates should be assigned in the event that the primary persons responsible are unable to complete their assigned duties under the plan.
    - A list of specific duties assigned to ensure that all responsibilities are addressed expeditiously. The locations of materials necessary to properly install all floodproofing components must be included in the list.
    - An evacuation plan for all personnel or occupants; those without duties for the flood emergency as well as those with duties for implementing the plan. All possible ingress and egress routes must be identified.
    - A periodic training and exercise program to keep personnel and occupants aware of their duties and responsibilities. Training drills should be held at least once a year and should be coordinated with community officials.
- (3) Enclosures for Elevated Buildings - All new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvements of existing structures (residential and non-residential) that include **ANY fully enclosed area** below the BFE, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.

- (a) Designs for complying with this requirement must either be certified by a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, registered to practice in the State of Alabama, or meet the following minimum criteria:
  - (i) Provide a minimum of two openings for each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the BFE, each shall have openings on exterior walls);
  - (ii) Openings shall be in at least two walls of each enclosed area (includes areas separated by interior walls);
  - (iii) The bottom of all openings shall be no higher than one foot above grade;
  - (iv) Openings may be equipped with screens, louvers, valves and other coverings or devices provided that they permit the automatic entry and exit of floodwaters in both directions without impeding or blocking flow and shall be accounted for in determination of the net open area; and
  - (v) Openings meeting the requirements of (3)(a)(i) – (iv) that are installed in doors are permitted.
- (b) So as not to violate the "Lowest Floor" criteria of this Ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage, or access to the elevated area.
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (d) All interior walls, ceilings and floors below the BFE shall be unfinished and/or constructed of flood damage-resistant materials. This practice is also referred to as "wet floodproofing". The definitions for "flood damage-resistant materials" and "wet floodproofing" are included in Article 6.
- (e) Mechanical, electrical, or plumbing devices shall be installed not less than two **feet** above the BFE. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power, as required, that are watertight or have otherwise been floodproofed.
- (f) Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements for enclosures below the BFE. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.
- (g) Property owners shall agree, certify, and declare to the following conditions and restrictions placed on the affected property as a condition for granting a permit. A binding agreement, referred to as a Non-conversion Agreement, is required to be executed and recorded with the Deed. It shall obligate the Owner to the following terms and conditions:
  - (i) That the enclosed area(s) shall remain fully compliant with all parts of Article 4, Section B(3) of this Ordinance unless otherwise modified to be

fully compliant with the applicable sections of the Floodplain Development Ordinance in effect at the time of conversion.

- (ii) A duly appointed representative of the City of Madison is authorized to enter the property for the purpose of inspecting the exterior and interior of the enclosed area to verify compliance with the Agreement and Permit.
- (iii) The community may take any appropriate legal action to correct any violation pertaining to the Agreement and the subject Permit.

(4) Standards for Manufactured Homes and Recreational Vehicles Where Base Flood Elevation Data is Available.

- (a) Require that all manufactured homes placed or substantially improved:
  - (i) Outside of a manufactured home park or subdivision,
  - (ii) In a new or substantially improved manufactured home park or subdivision,
  - (iii) In an expansion to an existing manufactured home park or subdivision, or
  - (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood,

be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated two **feet** or more above the BFE and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

- (b) Require that all manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are **not** subject to the provisions of Subsection (4)(a) be elevated so that either:

- (i) The lowest floor of the manufactured home is two **feet** or more above the BFE; OR
- (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above the highest adjacent grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
- (iii) Concrete block piers (and other foundation systems) are to be designed in accordance with the Code of Federal Regulations Title 24, Part 3285 and with the specifications in *FEMA P-85: Protecting Manufactured Homes from Floods and Other Hazards – A Multi-Hazard Foundation and Installation Guide*. The §3285.306 *Design procedures for concrete block piers* and *FEMA P-85* (Table SP-1.1), specify that the maximum allowable pier height (measured from top of grade) for concrete piers to be five (5) feet.
- (iv) The chassis and its supporting equipment are to be above the pier or other foundation. The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be

elevated to a minimum of three (3) feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).

- (c) Require that all recreational vehicles placed on sites must either:
  - (i) Be on the site for fewer than 180 consecutive days,
  - (ii) Be fully licensed and ready for highway use on its wheels or jacking system,
  - (iii) Be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached structures or additions; OR
  - (iv) Must meet all the requirements for "New Construction", including the anchoring and elevation requirements of Article 4, Section B, provisions (4)(a) and (4)(b).
- (5) Standards for Manufactured Homes Where No Base Flood Elevation Exists.
  - (a) Require that all manufactured homes to be placed within a Zone A area on the FIRM shall be installed using methods and practices which minimize flood damage.
  - (b) Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors.
  - (c) The manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength such that the bottom of the chassis and its supporting equipment be no less than 36 inches and up to a maximum 60 inches (five feet) above the highest adjacent grade and be securely anchored to an adequately anchored foundation system.
  - (d) The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of 3 feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).
- (6) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A and AE on the City of Madison's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than **one foot** at any point within the community.
- (7) Accessory and Agricultural Structures – When an accessory structure meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated to two **feet** above the BFE as required in Article 4, Section B(1).

A permit shall be required prior to construction or installation of any accessory structures and any agricultural structures built below the DFE and the following provisions apply:

- (a) Must be adequately anchored to prevent flotation, collapse, or lateral movement;
- (b) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the DFE as described in Article 4, Section B(3);
- (c) Must have adequate flood openings as described in Article 4, Section B(3);
- (d) Must be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- (e) Must comply with the requirements for development in floodways in accordance with Article 4, Section C;
- (f) Must elevate any mechanical and other utility equipment in or servicing the structure to or above the DFE or must be floodproofed in accordance with Article 4, Section A;
- (g) Prohibit storage of any hazardous or toxic materials below the DFE.
- (h) Permits for small accessory structures may be issued to provide wet floodproofing measures in accordance with the standards described in subsections (i) through (iv) below without requiring a variance. Before issuing permits for small accessory structures, the Floodplain Administrator must verify:
  - (i) Use is limited to parking of vehicles or storage;
  - (ii) Size is less than or equal to a one-story, two-car garage for all A zones;
  - (iii) Structures are a minimal investment and have a low damage potential with respect to the structure and contents;
  - (iv) Structures will not be used for human habitation;
  - (v) Structures comply with the wet floodproofing requirements in Article 4, Section B(3).
- (i) Permits for accessory structures larger than the size allowed for in subsection (7)(h) above, shall require a variance to be granted on a case-by-case basis in accordance with Article 5, Section D(3). Variances shall not be granted for entire subdivisions for accessory structures.
- (j) Permits for new construction of all agricultural structures shall require a variance to be granted on a case-by-case basis in accordance with Article 5, Section D(4).
- (k) Typically, when structures are substantially damaged by any cause or will be substantially improved, communities must require that the structures be brought into compliance with all requirements for new construction. In accordance with guidance in FEMA Publication 2140, agricultural structures that are substantially damaged by flooding and agricultural structures that are repetitive loss structures are permitted to be repaired or restored to pre-damage condition, provided the following are satisfied:

- (i) If substantially damaged, the substantial damage determination is based only on the cost to repair damage caused by flooding to pre-damage conditions.
  - (ii) The proposed repair or restoration does not change the size of the structure and does not significantly alter the nature of the building. With the exception of costs associated with wet floodproofing in accordance with Article 4, Section B(3), proposals that include work beyond or in addition to that necessary to repair or restore the structure to pre-damage conditions must be regulated as substantial improvements as provided for in this Ordinance.
  - (iii) The repaired or restored structure will continue to be an agricultural structure, as defined in this Ordinance.
  - (iv) Owners are notified, in writing, that agricultural structures approved under this subsection:
    - Will not be eligible for disaster relief under any program administered by FEMA or any other Federal agency.
    - Will have NFIP flood insurance policies rated based on the structure's risk.
    - May be denied NFIP flood insurance policies if repairs do not include the wet floodproofing requirements of Article 4, Section B(3).
  - (v) When owners elect to wet floodproof flood-damaged agricultural structures as part of repair or restoration to pre-damage condition, the structure shall comply with the requirements of Article 4, Section B(3).
  - (vi) A variance shall be required to allow wet floodproofing in-lieu of elevation or dry-floodproofing in accordance with the definitions in Article 6.
  - (1) Prohibit the storage of hazardous substances (as defined in Article 6) in any residential accessory structure located in a SFHA. Limit the storage in non-residential accessory structures to only fertilizers, petroleum products, and pesticides essential for landscaping purposes. Limit storage in agricultural structures to only fertilizers, petroleum products, and pesticides necessary for agricultural purposes. In both cases, storage shall be in strict compliance with the requirements of Article 4, Section B(9).
- (8) Underground and Aboveground Storage (Liquid and Gas) Tanks - Tanks and tank inlets, fill openings, outlets, and vents that are located below the DFE shall be designed, constructed, installed, and anchored to resist all flood-related loads (flotation, collapse, or lateral movement resulting from hydrostatic and hydrodynamic forces) and any other loads, including the effects of buoyancy, during flooding up to and including the 100-year flood and without release of contents into floodwaters or infiltration of floodwaters into the tanks.

- (a) A permit that includes floodplain development shall be required prior to construction or installation of any underground and aboveground tanks (including their foundation and support systems) located within a special flood hazard area.
  - (b) Loads on underground tanks and aboveground tanks exposed to flooding shall be determined assuming at least 1.3 times the potential buoyant and other flood forces acting on the empty tank.
  - (c) Tanks and associated piping shall be installed to resist local scour and erosion during the 100-year flood.
  - (d) Aboveground tanks located in Zone A/AE flood hazard areas shall be either:
    - (i) Elevated to or above the DFE on platforms or structural fill,
    - (ii) Elevated to or above the DFE where attached to structures and the foundation system supporting the structures shall be designed to accommodate any increased loads resulting from the attached tanks,
    - (iii) Permitted below the DFE where the tank and its foundation are designed to resist all flood-related loads including floating debris, or
    - (iv) Permitted below the DFE where the tank and its foundation are designed to resist flood loads and are located inside a barrier designed to protect the tank from floating debris.
  - (e) Aboveground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall be elevated to or above the DFE on platforms that conform to the foundation requirements of ASCE 24-14, Section 4.5. Aboveground tanks shall not be permitted to be located under elevated structures or **attached to structures at elevations below two (2) feet above the BFE** in these areas.
  - (f) Underground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall have the determination of flood-related loads take into consideration the eroded ground elevation.
  - (g) Tank inlets, fill openings, outlets, and vents shall be:
    - (i) At or above the DFE or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the 100-year flood.
    - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the 100-year flood.
- (9) Structures and Sites for the Storage or Production of Hazardous Substances – Require that all outdoor storage sites, new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvements to be used for the production or storage of hazard substances (as defined in Article 6) which are located in the special



flood hazard area shall be built in accordance with all applicable standards in this Ordinance in addition to the following requirements:

- (a) No structures containing hazardous substances shall be permitted for construction in a floodway;
- (b) Residential structures shall have the area in which the hazard substances are to be stored elevated or dry floodproofed a minimum of two (2) feet above the BFE;
- (c) Non-residential structures shall be permitted to be built below the BFE in accordance with Article 4, Section B(2) such that the area where the hazard substance production or storage is located will be:
  - (i) elevated or designed and constructed to remain completely dry to at least two (2) feet above the BFE, and
  - (ii) designed to prevent pollution from the storage containers, structure, or activity during the course of the base flood.
- (d) Any solid, liquid, or gas storage containers of hazardous substances and any associated mechanical, electrical, and conveyance equipment shall be watertight and shall be properly anchored and protected from the hydrostatic and hydrodynamic forces of flood waters and debris carried by the base flood.

It is prohibited for any outdoor storage sites, new construction and substantial improvements used for the production or storage of hazard substances (as defined in Article 7) to be located within the SFHA.

(10) Construction of Fences - New and replacement fences may be allowed in flood hazard areas or other areas designed to convey storm water if they do not act as a flow boundary and redirect the direction of flow, collect flood debris and cause blockages, cause localized increases in flood levels, or if damaged, become debris that may cause damage to other structures.

(11) Structures Elevated on Fill – Fill for structures shall be designed to be stable under conditions of flooding, including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and flood-related erosion and scour. The standards from ASCE 24 should be followed for any fill placed in flood hazard areas. All new construction for residential or non-residential structures may be constructed on permanent structural fill in accordance with the following:

- (a) The lowest floor (including basement) of the structure or addition along with any appurtenant utilities shall be no lower than two feet above the BFE.
- (b) The nearest wall foundation of the structure shall have a minimum setback distance of 15 feet from the edge of the floodplain boundary.
- (c) Fill used for structural support or protection shall consist of granular and earthen material that is free of vegetation and foreign or organic materials and suitable for its intended use.



- (d) The fill shall be placed in layers no greater than one foot deep before compacting and should extend at least ten (10) feet beyond the foundation of the structure before sloping below the BFE, said slope being no greater than a 1:1.5 (vertical / horizontal) ratio unless a stability analysis is provided by a registered professional engineer. However, the ten-foot minimum may be waived if a structural engineer certifies an alternative method to protect the structure from damage due to erosion, scour, and other hydrodynamic forces.
  - (e) All new structures built on fill must be constructed on properly designed and compacted fill (ASTM D-698 or equivalent) that extends beyond the building walls before dropping below the BFE.
  - (f) The top of the fill shall be no lower than one foot above the BFE.
  - (g) The fill shall not adversely affect the flow or surface drainage from or onto any neighboring properties.
  - (h) Structural fill, including side slopes, shall be protected from scour and erosion under flood conditions up to and including the base flood discharge. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection shall be provided. When expected velocities during the base flood are five feet per second or less, protection shall be provided by covering them with vegetative ground cover.
  - (i) The design of the fill or the fill standard must be approved by a licensed professional engineer.
  - (j) The applicant shall submit a Letter of Map Revision based on fill (LOMR-F) utilizing FEMA's MT-1 application forms to FEMA requesting a revision to the FIRM for the placement of fill.
  - (k) This standard is not applicable for placement of fill in a floodway; fill in a floodway is prohibited.
- (12) Compensatory Storage for Filling - Fill within the SFHA shall result in no net loss of natural floodplain storage. Compensatory storage cannot be used within the limits of floodways as depicted on FIRMs. Any development utilizing this approach shall prepare design documentation in accordance with the following:
- (a) Loss of floodwater storage volume due to filling in the Special Flood Hazard Area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site.
  - (b) Provide adequate documentation demonstrating the compensatory storage volume including but not limited to engineering analysis/calculations, site plan and profile drawings of the area to be filled and excavated, and environmental impact assessments for areas filled and excavated. Documentation must also demonstrate no adverse effects to neighboring properties adjacent to or upstream/downstream of the developed site.
  - (c) Any excavation or other measures taken for compensatory storage shall be properly designed to provide protection against erosion or overgrowth of vegetation in order to preserve the storage volume.

- (d) The compensatory storage approach cannot be utilized in erosion-prone areas. The site being considered must be determined not to be erosion-prone by analyzing available studies, historical data, watershed trends, average annual erosion rates, flood velocities and duration of flow, geotechnical data, and existing protective works. Results of these analyses shall be documented in an engineering report, which defines the data and methodology used to determine whether or not an area is erosion-prone.
  - (e) An operations and maintenance plan for maintaining the integrity and intended volume of the compensatory storage area in perpetuity shall be included with the permit. The Plan must be approved by the Floodplain Administrator and shall be legally binding upon the owner whose property that the compensatory storage area is located.
  - (f) In lieu of providing compensatory storage as described in item (a) above, the developer may provide, as part of the Engineering Stormwater Report stamped by a Professional Engineer certified in the State of Alabama adequate documentation (including hydraulic modeling) demonstrating that the loss of flood storage volume within the SFHA does not adversely affect and neighboring properties adjacent to or upstream/downstream of the developed site. A post-development as-built analysis and model will also be required.
- (13) Incompatible Uses Prohibited in SFHAs
- (a) Lands lying within the 100-year floodplain shall not be used for:
    - (i) dumping of any material or substance including solid waste disposal sites (including manure),
    - (ii) on-site soil absorption sanitary sewage system site,
    - (iii) petroleum or chemical holding tanks,
    - (iv) construction of any wells used to obtain water for ultimate human consumption; or
    - (v) restricted confinement or permanent sheltering of animals.
  - (b) Lands lying within the 100-year floodplain shall not be used for the storage of materials that are buoyant, flammable, explosive, or injurious to human, animal, plant, fish, or other aquatic life.
- (14) Vegetative Buffer Strips (Riparian Zones) – For all activities involving construction within 25 feet of the channel, the following criteria shall be met:
- (a) A natural vegetative buffer strip shall be preserved within at least 25 feet of the mean highwater level of the channel.
  - (b) Where it is not possible to protect this buffer strip during the construction of an appropriate use, a vegetated buffer strip shall be established upon completion of construction.
  - (c) The use of native riparian vegetation is preferred in the buffer strip. Access through this buffer strip shall be provided for stream maintenance purposes.

## SECTION C FLOODWAYS

Located within Special Flood Hazard Areas established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments, including fill, new construction, substantial improvements or other development are prohibited within the adopted regulatory floodway unless it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment **would not result in any increase** in BFEs during the occurrence of the base flood discharge. A registered professional engineer must provide supporting technical data and certification (No-Rise Certificate) to FEMA for the proposed floodway encroachment. The No-Rise Certificate must be submitted to the Floodplain Administrator with the development permit (including a Site Plan showing the current and proposed floodway alignment) for approval.
- (3) **ONLY** if Article 4, Section C, provisions (1) and (2) are satisfied, then any new construction or substantial improvement in a floodway shall comply with all other applicable flood hazard reduction provisions of Article 4. After satisfying the required provisions stated in this section, encroachments in floodways should be limited to the following types of projects:
  - (a) flood control and stormwater management structures;
  - (b) road improvements and repairs;
  - (c) utility easements/rights-of-way; and
  - (d) public improvements or public structures for bridging over the floodway.
- (4) Fencing shall be prohibited in floodways unless it is demonstrated that such development will not cause any increase in the BFE. Appropriate analysis and documentation shall be submitted along with the development permit for review and approval. Fences that have the potential to block or restrict the passage of floodwaters (by trapping debris or with openings too small to allow unhindered passage of water), such as stockade and wire mesh fences, shall meet the requirements of Article 4, Section C(2).

**SECTION D                      BUILDING STANDARDS FOR STREAMS WITHOUT  
ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE  
A-ZONES)**

Located within the SFHAs established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) BFE data shall be provided for new subdivision proposals and other proposed development (including manufactured home parks and subdivisions) greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic BFE and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then Article 4, Section D, provisions (4) and (5) shall apply.
- (3) All development in Zone A must meet the requirements of Article 4, Section A and Sections B(1), B(2), B(3), B(5), B(6), B(7), B(8), B(9), B(10), B(11), B(12), B(13) and B(14).
- (4) In SFHAs without BFE data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than three (3) feet above the highest adjacent grade. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than two **feet above** the BFE, then the structure for this condition shall be elevated no less than four (4) feet **above** the highest adjacent grade.
- (5) In the absence of a BFE, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) – B(4)(b)(iv) in that the structure cannot be elevated above a maximum of 60 inches (5 feet) and all utilities and mechanical equipment must be elevated a minimum of three (3) feet above the highest adjacent grade.
- (6) Enclosures for elevated buildings in Zone A areas shall comply with the standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (7) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered

professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

## **SECTION E                      STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)**

Special flood hazard areas established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

(1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus two **feet** of freeboard. **If no depth number is specified, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

(2) New construction and the substantial improvement of a **non-residential structure** may be floodproofed in lieu of elevation. The **structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level** in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than two **feet above** the BFE, then the structure for this condition shall be elevated no less than four (4) feet **above** the highest adjacent grade.

A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered in the State of Alabama, shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1) and (2).

(3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

## **SECTION F**                    **STANDARDS FOR SUBDIVISIONS AND OTHER DEVELOPMENT**

All subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within the drawings, plans, and permits for such proposals the following:

- (1) BFE data;
- (2) Provisions to minimize flood damage;
- (3) Public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (4) Adequate drainage provided to reduce exposure to flood hazards without negatively impacting adjacent properties;
- (5) **Preliminary plans** for review and approval of the platted subdivision which identifies the Special Flood Hazard Area, floodway boundaries, the BFE, and other areas regulated by the community;
- (6) **Final subdivision plats** that identify the boundary of the special flood hazard area, the floodway boundary, the BFEs, and any drainage easements to reduce the risk for flash flooding;
- (7) Building Sites Free of Flood Zones - Each proposed lot or parcel of a platted subdivision shall have a minimum buildable area in upland areas outside of the natural (non-filled) 1% chance annual floodplain. The buildable area shall be, at a minimum, large enough to accommodate any primary structure and associated structures such as sheds, barns, swimming pools, detached garages, on-site sewage disposal systems, and water supply wells, where applicable. This procedure will not result in a change to the density permitted in underlying zoning district.
- (8) Lot Configuration and Building Envelopes - To the maximum extent feasible, lots subject to this Section F shall be configured so that they lie entirely out of the floodplain with any remainder parcels being preserved as provided in subsection F(9) below. As an alternative, lots may be configured so that portions are located within the floodplain. However, building footprints of such lots shall be delineated to lie, to the maximum extent feasible, outside the floodplain. If no other option for access is practicable, driveways may be located within the floodplain.
- (9) Floodplain Land Conservation - Any portion of a parcel or lot located in a floodplain which does not include an approved building area shall be permanently protected from

development as private or public open space through a mechanism acceptable to and approved by the City of Madison. Such mechanism may include, but is not limited to, a conservation easement, Public Utility and Drainage easement, permanent deed restriction, or transfer to a non-profit conservation organization or government entity.

- (10) A Stormwater Management Plan which is designed to limit peak runoff from the site to predevelopment levels for the one, ten, and 100-year rainfall event, if disturbing more than 25,000 square feet of land or increase or removal & replacement of greater than 1,000 square feet of impervious area. Proposals shall also include the City of Madison's MS4 permit retention requirements for the 1.14 inch, 24 hour rainfall. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one acre of land disturbance are not subject to this regulation. Low impact design is encouraged to meet the retention/detention requirement including maintaining or restoring green infrastructure and the natural function of the drainage area.

## **SECTION G. CRITICAL FACILITIES**

Construction of new and substantially improved critical facilities, which are those for which the effects of even a slight chance of flooding would be too great, shall be located outside the limits of the SFHA or other flood hazard area regulated by the community. These types of facilities (hospitals, fire stations, police stations, storage of critical records, etc.) are given special consideration when formulating regulatory alternatives and floodplain management plans. Construction of new critical facilities (including the modification of an existing structure not previously classified as a critical facility) shall be permissible within the SFHA or other area regulated by the community only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood (a.k.a., 500-year flood).

- (1) Critical facilities constructed within the SFHAs shall have the lowest floor elevated three feet above the BFE at the site (or to the 0.2 percent chance flood elevation whichever is greater).
- (2) Floodproofing and sealing measures must be implemented to ensure that any and all on-site toxic substances will not be displaced by or released into floodwaters.
- (3) Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible.
- (4) Critical facilities must be protected to or above the 0.2 percent chance flood and must remain operable during such an event.
  - (a) The community's flood response plan must list critical facilities.
  - (b) Other facilities in low-risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list.



- (5) The “use” classification of any structure shall not be changed to that of a critical facility, where such a change in use will render the new critical facility out of conformance with this section.

## **ARTICLE 5**

### **VARIANCE PROCEDURES**

#### **SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD**

The **Zoning Board of Adjustment** of the City of Madison shall hear and decide requests for appeals or variance from the requirements of this Ordinance.

#### **SECTION B. DUTIES OF BOARD**

The **Zoning Board of Adjustment** shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this Ordinance. Any person aggrieved by the decision of the City Council may appeal such decision to the Circuit Court of Madison **County**, Alabama **or the Circuit Court of Limestone County, Alabama, depending on where the subject property is located, as provided in the Code of Alabama 1975, Section 11-52-81.**

#### **SECTION C. CONDITIONS FOR VARIANCES**

The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections C(3), C(4), F(1) and F(2) of this Article.
- (2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) A variance shall be issued ONLY when there is:
  - (a) A finding of good and sufficient cause;
  - (b) A determination that failure to grant the variance would result in exceptional hardship (cannot be personal physical or financial hardship); and



- (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Variances shall not be issued “after the fact.”

#### **SECTION D. VARIANCE PROCEDURES**

In reviewing requests for variance, the City Council shall consider all technical evaluations, relevant factors, and standards specified in other sections of this Ordinance, and:

- (1) Certain facilities and structures must be located on or adjacent to water in order to perform their intended purpose which may result in practical and operational difficulties due to the physical characteristics of the property. Variances may be issued for development necessary for conducting of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (3) Variances may be issued for the construction or substantial improvement of accessory structures provided it has been determined that the proposed structure:
  - (a) Represents minimal investment and has low damage potential (amount of physical damage, contents damage, and loss of function).
  - (b) Is larger than the size limits specified in Article 4, Section B(7)(i).
  - (c) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).
- (4) Variances may be issued for the construction or substantial improvement of agricultural structures provided it has been determined that the proposed structure:
  - (a) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
  - (b) Has low damage potential (amount of physical damage, contents damage, and loss of function).

- (c) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
  - (d) Is an aquaculture structure that is dependent on proximity to water if located in a coastal high-hazard area (Zones V, VE, V1 30, and VO).
  - (e) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).
- (5) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (6) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (7) Careful consideration and evaluation should be given to the following factors:
- (a) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.
  - (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community.
  - (c) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
  - (d) The importance of the services provided by the proposed facility to the community.
  - (e) The necessity of the facility to be at a waterfront location, where applicable.
  - (f) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area.
  - (g) If applicable, the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action expected at the site.
  - (h) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and community infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this Ordinance, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this Ordinance.

## **SECTION E. VARIANCES FOR HISTORIC STRUCTURES**

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

## **SECTION F. VARIANCE NOTIFICATION AND RECORDS**

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that specifies the difference between the BFE and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
  - (a) result in flood insurance rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
  - (b) increase the risk to life and property resulting from construction below the base flood level.
- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.
- (3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City Clerk-Treasurer or the judge of probate in either Madison **County** or Limestone County and shall be recorded in a manner so that it appears in the chain of title (i.e., deed) of the affected parcel of land.

## **ARTICLE 6**

### **DEFINITIONS**

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

**A Zone** means the special flood hazard areas on a FIRM without base flood elevations determined.

**Administrator** means the Administrator of the Federal Emergency Management Agency (FEMA).

**Accessory Structure (also referred to as Appurtenant Structures)** means a structure which is located on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. Detached garages and small sheds used for limited storage are considered accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings. An accessory structure specifically excludes structures used for human habitation.

**Addition (to an Existing Building)** means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a substantial improvement to a structure.

**AE Zone** means the special flood hazard areas on a FIRM with base flood elevations determined.

**Agricultural Structure** means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Aquaculture structures are included within this definition. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

**AH Zone** means area of special food hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet, and with water surface elevations determined.

**AO Zone** means an area of special flood hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet.

**Appeal** means a request for a review of the City Council interpretation of any provision of this Ordinance.

**Appurtenant Structure** (see definition for **Accessory Structure**)

**AR/AE, AR/AH, AR/AO, and AR/A Zones** means an area of special flood hazard on a FIRM that results from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection.

**A99 Zone** means an area of special flood hazard on a FIRM where enough progress has been made on a protective system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes.

**Area of Future-conditions Flood Hazard** means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood based on future-conditions hydrology.

**Area of Shallow Flooding** means a designated AO, AH, AR/AO, AR/AH or VO zone on a community's FIRM with a 1 percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

**Area of Special Flood Hazard** (see definition for **Special Flood Hazard Area**)

**Base Flood** means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “one percent chance flood”).

**Base Flood Elevation (BFE)** means the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the FIRM for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE. It is the regulatory requirement for the elevation of flood proofing of structures. The relationship between the BFE and a structure’s elevation determines the flood insurance premium.

**Basement** means any portion of a building having its floor sub grade (below ground level) on all sides.

**Building** (also see **Structure**) means a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; a manufactured home or a mobile home without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws. “Building” does not mean a gas or liquid storage tank or a recreational vehicle, park trailer or other similar vehicle.

**Community** means any State or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

**Community Rating System (CRS)** means a voluntary program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

**Condominium Building** means a type of building in the form of ownership in which each unit owner has an undivided interest in common elements of the building.

**Critical Facility** (aka, critical action) means facilities or activities for which even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, storage of critical records, and similar facilities. These facilities should be given special consideration when formulating regulatory alternatives and floodplain management plans. A critical facility should not be located in a floodplain if at all possible.

**Critical Feature** means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

**Cumulative Substantial Improvement/Damage** means any combination of reconstruction, alteration, or improvement to a building, taking place during a 5-year **[or 10-year]** period, in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the “start of construction” of the initial improvement. Any subsequent improvement project costs shall be added to the initial costs for the initial improvement project. At the end of a 5-year **[or 10-year]** period from the initial improvement project, an updated valuation for the structure can be used for the next time period. Damages can be from any source.

**D Zone** means an area in which the flood hazard is undetermined.

**Dam** means an artificial barrier, that has the ability to impound water, wastewater, or any liquid-borne material, for the purpose of storage or control of water.

**Design Flood Elevation (DFE)** means the locally adopted regulatory flood elevation. It is the minimum elevation to which a structure must be elevated or floodproofed. DFE is the sum of the base flood elevation and freeboard, based a building’s structural category. In areas designated as Zone AO on a community’s flood map, the DFE is the elevation of the highest existing grade of a building’s perimeter plus the depth number specified on the flood hazard map. In areas designated as Zone AO where a depth is not specified on the map, the depth is two feet. In all cases, the DFE must be at least as high as the base flood elevation.

**Developed Area** means an area of a community that is:

- a. A primarily urbanized, built-up area that is a minimum of 20 contiguous acres, has basic urban infrastructure, including roads, utilities, communications, and public facilities, to sustain industrial, residential, and commercial activities, and
  - i. Within which 75 percent or more of the parcels, tracts, or lots contain commercial, industrial, or residential structures or uses; or
  - ii. Is a single parcel, tract, or lot in which 75 percent of the area contains existing commercial or industrial structures or uses; or
  - iii. Is a subdivision developed at a density of at least two residential structures per acre within which 75 percent or more of the lots contain existing residential structures at the time the designation is adopted.

- b. Undeveloped parcels, tracts, or lots, the combination of which is less than 20 acres and contiguous on at least 3 sides to areas meeting the criteria of paragraph “a” at the time the designation is adopted.
- c. A subdivision that is a minimum of 20 contiguous acres that has obtained all necessary government approvals, provided that the actual “start of construction” of structures has occurred on at least 10 percent of the lots or remaining lots of a subdivision or 10 percent of the maximum building coverage or remaining building coverage allowed for a single lot subdivision at the time the designation is adopted and construction of structures is underway. Residential subdivisions must meet the density criteria in paragraph (a)(iii).

**Development** means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

**Elevated Building** means, for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, pilings, posts, columns, piers, or shear walls.

**Elevation Certificate** means a FEMA form used as an administrative tool of the NFIP to provide building elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

**Encroachment** means activities or construction within the floodway including fill, new construction, substantial improvements, and other development.

**Existing Construction** means, for the purposes of determining rates, structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. “Existing construction” may also be referred to as “existing structures”. **For floodplain management purposes, existing construction means structures for which the start of construction commenced before the effective date of the first floodplain management regulation adopted by the City of Madison on December 15, 1978.**

**Existing Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before the effective date of the original floodplain management regulations adopted by the **City of Madison on December 15, 1978.**

**Expansion to an Existing Manufactured Home Park or Subdivision** means the preparation of additional sites by the construction of facilities for servicing the lots on which the



manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

**Fair Market Value** means the price that the seller is willing to accept and the buyer is to pay on the open market and in an arm's length transaction.

**Flood or Flooding** means:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
  - i. The overflow of inland or tidal waters.
  - ii. The unusual and rapid accumulation or runoff of surface waters from any source.
  - iii. Mudslides which are proximately caused by flooding as described in part "b." of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph "a" of this definition.

**Flood Damage-Resistant Material** means any building product capable of withstanding direct and prolonged contact with floodwaters without sustaining significant damage. Prolonged contact is defined as at least 72 hours. Significant damage is any damage requiring more than low-cost cosmetic repair (such as painting).

**Flood Elevation Determination** means a determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

**Flood Elevation Study** means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

**Flood Hazard Boundary Map (FHBM)** means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of special flood hazard areas have been designated as Zones A, M, and/or E.



**Flood Insurance Rate Map (FIRM)** means an official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

**Flood Insurance Study** (see **Flood Elevation Study**)

**Floodplain (or Flood-Prone Area)** means any land area susceptible to being inundated by water from any source (see definition of **Flooding**).

**Floodplain Management** means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

**Floodplain Management Regulations** means this Ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as those for floodplain management, stormwater management, watershed management, grading/ earthwork, and erosion control), and other applications of police power. This term describes state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

**Floodproofing** means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

**Flood Protection System** means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

**Floodway** (see definition for **Regulatory Floodway**)

**Floodway Fringe (or Flood Fringe)** means the portion of the Special Flood Hazard Area outside of the floodway, which experiences shallower, lower-velocity floodwater than in the floodway. It serves as a temporary floodwater storage area during a flood.

**Floodway Encroachment Lines** mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

**Freeboard** means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

**Functionally Dependent Use** means a means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

**Future-conditions Hydrology** means the flood discharges associated with projected land-use conditions based on a community's zoning maps and/or comprehensive land-use plans and without consideration of projected future construction of flood detention structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

**Hazardous Substance (or Material)** means any substance or material that, when involved in an accident and released in sufficient quantities, poses a risk to people’s health, safety, and/or property. These substances and materials include explosives, radioactive materials, flammable liquids or solids, combustible liquids or solids, poisons, oxidizers, toxins, and corrosive materials. It includes any substance defined as a hazardous substance pursuant to 42 U.S.C. §9601(14) or listed as a hazardous waste pursuant to the Hazardous Wastes Management Act, Section 22-30-1 et seq. and the regulations promulgated thereunder.

**Highest Adjacent Grade** means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

**Historic Structure** means any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or

d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:

- i. By an approved state program as determined by the Secretary of the Interior, or
- ii. Directly by the Secretary of the Interior in states without approved programs.

**Increased Cost of Compliance (ICC)** means a claim under a standard NFIP flood insurance policy, available to flood insurance policyholders who need additional funding to rebuild after a flood. It provides up to \$30,000 to help cover the increased cost of mitigation measures to bring a building into compliance with the latest state or local floodplain management ordinances. Acceptable mitigation measures are elevation, floodproofing, relocation, and demolition, or any combination of these measures.

**Letter of Map Change (LOMC)** is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

a. **Letter of Map Amendment (LOMA)**

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

b. **Letter of Map Revision (LOMR)**

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

c. **Conditional Letter of Map Revision (CLOMR)**

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

**Levee** means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

**Levee System** means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

**Lowest Adjacent Grade** means the lowest elevation of the natural or regraded ground surface, or structural fill (or concrete slab or pavement), at the location of a structure.

**Lowest Floor** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this Ordinance. This definition applies even when the floor below ground level is not enclosed by full-height walls.

**Manufactured Home** means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

**Manufactured Home Park or Subdivision** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**Market Value** (see definition for **Fair Market Value**)

**Mean Sea Level** means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

**Mixed Use Building** means a building that has both residential and non-residential uses.

**National Flood Insurance Program (NFIP)** is a federal program created by the United States Congress in 1968 to identify flood-prone areas nationwide and make flood insurance available for properties in participating communities. Communities must enact and enforce floodplain management regulations that meet or exceed the criteria established by FEMA in order to participate in the program. This program requires properties within the floodplain with a federally backed or regulated mortgage, or those that receive federal housing subsidies, to buy flood insurance.

**National Geodetic Vertical Datum (NGVD) of 1929** means a national standard reference datum for elevations, formerly referred to as Mean Sea Level (MSL) of 1929. NGVD 1929 may be used as the reference datum on some Flood Insurance Rate Maps (FIRMs).

**New Construction** means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of **the original** floodplain management regulation adopted by **the City of Madison on December 15, 1978**, and includes any subsequent improvements to such structures.

An existing building is considered to be new construction if it is substantially improved or once it has been repaired after being substantially damaged/improved.

**New Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after December 15, 1978.

**Non-Residential Building** means, a commercial or mixed-use building where the primary use is commercial or non-habitational.

**Non-residential Property** means either a non-residential building, the contents within a non-residential building, or both.

**North American Vertical Datum (NAVD) of 1988** means the vertical control datum established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. It replaces the National Geodetic Vertical Datum (NGVD) of 1929. Used by FEMA in many recent Flood Insurance Studies as the basis for measuring flood, ground, and structural elevations.

**Post-FIRM** means, for floodplain management purposes, a post-FIRM building is one for which construction began after the effective date of a community’s NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a post-FIRM building is a building for which construction began on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, including any subsequent improvements to such structures.

**Pre-FIRM** means, for floodplain management purposes, a building for which the start of construction occurred before the effective date of the community’s NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a pre-FIRM building is a building for which construction began prior to the effective date of an initial Flood Insurance Rate Map or on or before December 31, 1974, whichever is later.

**Recreational Vehicle** means a vehicle which is:

- a. Built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Regular Program** means the Program authorized by the Act under which risk premium rates are required for the first half of available coverage (also known as “first layer” coverage) for all new construction and substantial improvements started on or after the effective date of the FIRM, or after December 31, 1974, for FIRM's effective on or before that date. All buildings, the construction of which started before the effective date of the FIRM, or before January 1, 1975, for FIRMs effective before that date, are eligible for first layer coverage at either subsidized rates or risk premium rates, whichever are lower. Regardless of date of construction, risk premium rates are always required for the second layer coverage and such coverage is offered only after the Administrator has completed a risk study for the community.

**Regulatory Floodway** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**Remedy a Violation** means to bring the structures or other development into full or partial compliance with State or local regulations or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provision of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

**Repetitive Loss Agricultural Structure** means an agricultural structure covered by a NFIP contract for flood insurance that has incurred flood-related damage on two (2) separate occasions in which the cost of repair, on the average, equaled or exceeded 25 percent of the value of the structure at the time of each such flood event.

**Repetitive Loss Property** means any NFIP-insured single family or multi-family residential building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP.

**Residential Building** means a non-commercial building designed for habitation by one or more families or a mixed-use building that qualifies as a single-family, two-to-four family, or other residential building.

**Residential Property** means either a residential building or the contents within a residential building, or both.

**Riverine** means floodplain relating to, formed by, or resembling a river (including tributaries), stream, brook, etc. Riverine floodplains have readily identifiable channels.

**Section 1316** means Section 1316 of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property which the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Once a duly constituted State or local authority declares a structure as being in violation, the Administrator must deny flood insurance coverage provided that the individual or office making the declaration has the authority to do so and that the law or regulations violated was, in fact, intended to discourage or otherwise restrict land development or occupancy in the flood-prone area.

Section 1316 was intended for use primarily as a backup for local enforcement actions (i.e., if a community could not force compliance through the enforcement mechanisms in its regulations, it could use Section 1316 as additional leverage) and was not intended merely as a mechanism to remove bad risks from the policy base. Section 1316 will only be implemented in instances where States or communities submit declarations specifically for that purpose.

**Severe Repetitive Loss Structure** means a single family property (consisting of 1 to 4 residences) that is covered under flood insurance by the NFIP and has incurred flood-related damage for which 4 or more separate claims payments have been paid under flood insurance coverage, with the amount of each claim payment exceeding \$5,000 and with cumulative amount of such claims payments exceeding \$20,000; or for which at least 2 separate claims payments have been made with the cumulative amount of such claims exceeding the reported value of the property.

**Sheet Flow Area** (see definition for **Area of Shallow Flooding**)

**Single-family Dwelling** means either (a) a residential single-family building in which the total floor area devoted to non-residential uses is less than 50 percent of the building's total floor area, or (b) a single-family residential unit within a two-to-four family building, other-residential building, business, or non-residential building, in which commercial uses within the unit are limited to less than 50 percent of the unit's total floor area.

**Special Flood Hazard Area (SFHA)** means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain



management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

**Start of Construction** (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

“Permanent construction” does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**Structure** means, for floodplain management purposes, a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home. The terms "structure" and "building" are interchangeable in the NFIP.

For insurance purposes, **structure** means:

- (1) A building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
- (2) A manufactured home (“a manufactured home,” also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- (3) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For the latter purpose, “structure” does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

**Substantial Damage** means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**Substantial Improvement** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market



value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners) or;
- b. Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

**Variance** means a grant of relief by the (Community name) from the terms of a floodplain management regulation.

**Violation** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

**Watercourse** means only the channel and banks of an identifiable watercourse and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel.

**Water surface elevation** means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

**Wet floodproofing** means a method of construction that involves modifying a building to allow floodwaters to enter it in order to minimize damage to the building, using flood damage-resistant materials below the DFE throughout the building, raising utilities and important contents to or above the DFE, installing and configuring electrical and mechanical systems to minimize disruptions and facilitate repairs, installing flood openings or other methods to equalize the hydrostatic pressure exerted by floodwaters, and, where required, installing pumps to gradually remove floodwater from basement areas after the flood.

Wet floodproofing shall not be utilized as a method to satisfy the requirements of this Ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

**X Zones (shaded)** means the areas on a FIRM subject to inundation by the flood that has a 0.2-percent chance of being equaled or exceeded during any given year, often referred to the as 500-year flood.

**X Zones (unshaded)** designates areas on a FIRM where the annual probability of flooding is less than 0.2 percent.

**Zone of Imminent Collapse** means an area subject to erosion adjacent to the shoreline of an ocean, bay, or lake and within a distance equal to 10 feet plus 5 times the average annual long-term erosion rate for the site, measured from the reference feature.

## **ARTICLE 7**

### **LEGAL STATUS PROVISIONS**

#### **SECTION A.           SEVERABILITY**

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

#### **SECTION B.           ENFORCEABILITY OF ORDINANCE AND FUTURE REVISIONS**

The provisions within this Ordinance must be legally enforceable; applied uniformly throughout the community to all privately and publicly owned land within any regulated flood hazard areas; meet the minimum standards set forth in §60.3 of the Code of Federal Regulations Title 44; and the community must provide that the provisions of this Ordinance take precedence over any less restrictive conflicting local laws, ordinances, or codes.

If the City of Madison repeals its floodplain management regulations, allows its regulations to lapse, or amends its regulations so that they no longer meet the minimum requirements set forth in §60.3 of the Code of Federal Regulations Title 44, it shall be suspended from the National Flood Insurance Program (NFIP). The community eligibility shall remain terminated after suspension until copies of adequate floodplain management regulations have been received and approved by the Federal Insurance Administrator. To avoid such occurrences, the City of Madison will coordinate with the Alabama NFIP State Coordinator and FEMA Regional Office prior to any revisions to this Ordinance. Without prior approval of the Federal Insurance Administrator, the community shall not adopt and enforce revised floodplain management regulations.

From time-to-time Part 60 of the Code of Federal Regulations Title 44 may be revised to advance flood risk reduction measures as experience is acquired under the NFIP and new information becomes available. The City of Madison agrees to revise its floodplain management Ordinance to comply with any such changes within six months from the effective date of any new federal regulation.

**SECTION C. EFFECTIVE DATE**

This Ordinance shall become effective immediately upon its passage and upon its proper publication as required by law.

**READ, PASSED AND ADOPTED** this 12<sup>th</sup> day of January 2026.

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

**ATTEST:**

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***Lisa D. Thomas, City Clerk-Treasurer***

**APPROVED** this \_\_\_\_ day of January 2026.

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***Ranae Bartlett, Mayor***  
**City of Madison, Alabama**

**RESOLUTION NO. 2025-412-R****AWARDING BID NO. 2025-023-ITB FOR STREET SWEEPING  
SERVICES TO SWEEPING CORPORATION OF AMERICA**

**WHEREAS**, in accordance with Alabama's Competitive Bid Law set forth in Title 41 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the provision of street sweeping services (Bid No. 2025-023-ITB); and

**WHEREAS**, all sealed bids timely and properly submitted in response to the Invitation to Bid were opened and read on or about December 16, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

**WHEREAS**, after review and consideration of all Bids submitted, City staff has informed the City Council that Sweeping Corporation of America, LLC, has submitted a Bid for the base price set forth in its Bidder Pricing Sheet, which is attached hereto, for the provision of street sweeping services, and it is the apparent lowest responsive, responsible Bidder meeting the specifications of the Project as set forth in the Invitation to Bid;

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

**SECTION 1.** That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with, the applicable provisions of Title 41 of the *Code of Alabama* and all other applicable provisions of law.

**SECTION 2.** That award of this Bid is hereby made to Sweeping Corporation of America, LLC, as the apparent lowest responsive, responsive bidder, for sixty four thousand nine hundred sixty-five dollars and zero cents (\$64,965.00) per year, the base price set forth in its submitted Bid which is attached hereto and incorporated herein by reference.

**SECTION 3.** That upon notification from the appropriate City representatives that Bidder has complied with such requirements, the Mayor shall be, and is hereby, authorized and directed to execute an agreement for a term not exceeding three (3) years on behalf of the City of Madison, Alabama, with Sweeping Corporation of America, LLC, for execution of the Bid for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and is hereby, authorized to attest the same.

**SECTION 4.** That upon request and notification from the appropriate department that the terms preceding and qualifying payment have been satisfied, the Finance Director is hereby authorized to forward payment to Sweeping Corporation of America, LLC, in the amount(s)

and manner set forth in the resulting agreement or purchase order authorized by passage of this resolution.

**READ, PASSED AND ADOPTED** this 22<sup>nd</sup> day of December 2025.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of December 2025.

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***Ranae Bartlett, Mayor***  
City of Madison, Alabama



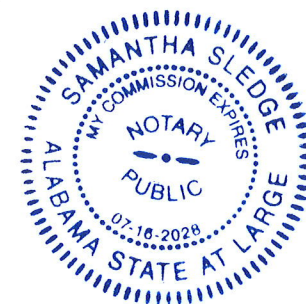
**2025-023-ITB / Street Sweeping**  
**Issued December 3, 2025**

**BID TABULATION**

<b>BIDDER NAME</b>	<b>Sweeping Corporation of America, LLC</b>
<b>ALL FORMS WITH ORIGINAL SIGNATURES</b>	<b>Y</b>
<b>BID BOND</b>	<b>Y</b>
<b>CERTIFICATE OF INSURANCE</b>	<b>Y</b>
<b>E-VERIFY ENROLLMENT</b>	<b>Y</b>
<b>TOTAL BASE BID</b>	<b>\$64,965.00</b>
<b>ADDITIVE ALTERNATE #1</b>	<b>\$64,965.00</b>
<b>ADDITIONAL SERVICES – Initial clean up hourly rate</b>	<b>\$300.00</b>
<b>ADDITIONAL SERVICES – On-demand sweeping hourly rate</b>	<b>\$425.00</b>

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

*Alicia Walden*  
Alicia Walden  
Administrative Planning and Bidding Coordinator



Sworn to and subscribed before me this 16 day of December, 2025.

*Samantha Sledge*  
Notary Public



City of Madison, Alabama  
 Bid Number: 2025-023-ITB  
 Project Title: Street Sweeping  
 Issued: December 3, 2025



## BIDDER PRICING SHEET

**BIDDER NAME:** Sweeping Corporation of America, LLC

**ADDRESS:** 4141 Rockside Rd. Suite 100

**CITY/STATE/ZIP:** Seven Hills, OH 44131

### Base Bid for Streets Referenced in Exhibits B & C

	<b>Lane Miles</b>	<b>Cost per Lane Mile</b>	<b>Total</b>
Major Streets	<u>46</u>	<u>\$ 152.50</u>	<u>\$ 7,015.00</u>
Residential Streets	<u>380</u>	<u>\$ 152.50</u>	<u>\$ 57,950.00</u>
<b>Total Bid Amount:</b>			<u>\$ 64,965.00</u>

**Additive Alternate 1:** Cost for one (1) additional sweeping for all streets \$ 64,965.00

### **Additional Services as needed:**

Initial clean up price per hour excluding disposal \$ 300.00 per hour


On-demand hourly rate for sweeper, excluding disposal, portal to portal for:

Major Streets \$ 425.00 Per Hour

Residential Streets \$ 425.00 Per Hour

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

12/11  
 Date

  
 Signature of Authorized Representative

**ORDINANCE NO. 2025-413**

**AN ORDINANCE AUTHORIZING THE WATER AND WASTEWATER BOARD OF THE  
CITY OF MADISON, DOING BUSINESS AS MADISON UTILITIES, TO DISPOSE OF  
CERTAIN PERSONAL PROPERTY**

**WHEREAS**, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter the “Board”), proposes to dispose of certain personal property no longer needed for public or municipal purposes, as described in the attachment to Board Resolution No. WWB-135-2025; and

**WHEREAS**, the Board seeks the consent of the City Council of the City of Madison to the proposed disposition of said personal property, in accordance with Ala. Code Section 11-50-314; and

**WHEREAS**, the City Council has determined that the property described in the attachment to Resolution No. WWB-135-2025 is no longer needed for the Board's public or municipal purposes;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Madison, Alabama, that the Council does hereby give consent to the proposed disposition of the Board’s interest in the described property, as proposed by the Board.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12<sup>th</sup> day of January 2026.

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

**ATTEST:**

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*  
City of Madison, Alabama

**APPROVED** this \_\_\_\_\_ day of January 2026.

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama





101 Ray Sanderson Drive ~ Madison, Alabama 35758  
Tel: 256.772.0253 ~ Fax: 256.772.7501  
[www.madisonutilities.org](http://www.madisonutilities.org)

December 2, 2025

City of Madison  
Lisa D. Thomas, City Clerk-Treasurer  
100 Hughes Rd.  
Madison, AL 35758

Re: Water & Wastewater Board of the City of Madison Resolution WWB-135-2025

Ms. Thomas,

Please see attached approved resolution WWB-135-2025 dated July 21, 2025, declaring various property as surplus and authorizing the disposal of same. According to State of Alabama Code 11-50-314, we are required to obtain the consent of the City of Madison City Council prior to proceeding with the disposal of said property.

I have also attached a list describing the property for disposal and a sample ordinance for review.

It is requested that the City of Madison City Council place on its next Council Agenda an Ordinance authorizing the Water & Wastewater Board of the City of Madison dba Madison Utilities to dispose of its interest in the aforementioned property.

Thank you for your assistance and cooperation. Please let me know if you have any questions regarding this request.

Gary Sparks  
Finance Manager  
[gsparks@madisonutilities.org](mailto:gsparks@madisonutilities.org)  
256-772-0253 x113

Xc: Emory DeBord, General Manager

Attachments:

Resolution WWB-135-2025 w/certification  
Property listing  
Sample ordinance

## RESOLUTION NO. WWB-135-2025

**A RESOLUTION TO DECLARE SURPLUS PERSONAL PROPERTY OF THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON DOING BUSINESS AS MADISON UTILITIES AND TO AUTHORIZE THE DISPOSAL OF SAID PROPERTY:**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities, owns personal property, as described in the attached List of Items for Disposal dated November 14, 2025, for which Madison Utilities has no continuing need; and

WHEREAS, it is the desire of Madison Utilities to declare said personal property to be surplus and to authorize the disposition of said property as indicated in the list and

WHEREAS, any items not sold through GovDeals would be disposed as scrap items.

NOW, THEREFORE, BE IT RESOLVED that the Water and Wastewater Board of the City of Madison, Alabama, sitting in regular session on this the 1st day of December, 2025, that the Board declares that the property described above is no longer need for its purposes and, with the consent of the City of Madison City Council, the General Manager of Madison Utilities is hereby directed to dispose of and, as appropriate, to deliver title to said property if applicable to prevailing bidders for same.

BE IT FURTHER RESOLVED that the City of Madison City Council be requested, at its next regularly scheduled meeting, to adopt an ordinance to give its consent to the proposed disposition of this property, and, to authorize the Water and Wastewater Board of the City of Madison to dispose of the said property, in accordance with *Ala. Code* 11-50-314.

READ, APPROVED, AND ADOPTED THIS 1<sup>st</sup> DAY OF December, 2025.



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

ATTEST:



Emroy DeBord, Secretary-Treasurer

## ITEMS FOR SURPLUS DECLARATION

Item#	Category	MU#	Location	Year	Description
1	Air Compressor	228-13	101 Ray Sanderson Dr	2013	Sullivan Palatek D152P2JD portable Air Compressor
2	Service Truck	376-20	101 Ray Sanderson Dr	2020	Dodge Ram 3500 w/Service body
3	Trailer	268-15	101 Ray Sanderson Dr	2015	Winston 20ton Lowboy trailer
4	Mower		101 Ray Sanderson Dr	2013	Gravely Model 991200 48" Zero Turn Mower
5	Mower		101 Ray Sanderson Dr	2011	Gravely Model 991221 60" Zero Turn Mower
6	Dump Truck	364-18	101 Ray Sanderson Dr	2018	Freightliner M2106 Dual Axle Dump
7	Motor		101 Ray Sanderson Dr		GE 460V 3PH 346amp 1785RPM/300HP
8	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 346amp 1785rpm/300hp
9	Motor		101 Ray Sanderson Dr		GE 460V 3PH 346amp 1785RPM
10	Motor		101 Ray Sanderson Dr		GE 460V 3PH 95.1amp 885RPM/75HP
11	Motor		101 Ray Sanderson Dr		GE 460V 3PH 95.1amp 885RPM/75HP
12	Motor		101 Ray Sanderson Dr		GE 460V 3PH 346amp 1785RPM/300HP
13	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 323amp 1785RPM/300HP
14	Motor		101 Ray Sanderson Dr		US Motors 230/460V 3PH 49.5-99amp 1770RPM/400HP
15	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 330amp 1775RPM/300HP
16	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 115amp 1780RPM/100HP
17	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 179amp 1775RPM/150HP
18	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 176amp 1780RPM/150HP
19	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 330amp 1775RPM/300HP
20	Motor		101 Ray Sanderson Dr		Worldwide 460V 3PH 62amp 1760RPM50HP
21	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 330amp 1775RPM/3HP
21	Skid Steer	278-19	101 Ray Sanderson Dr	2019	John Deere 331G Compact Track Loader
22	Forklift	293-22	101 Ray Sanderson Dr	2022	Toyota 8FGU25 5000# capacity - propane
23	Air Compressor	225-95	101 Ray Sanderson Dr	1995	Air Compressor

Prepared : November 25, 2025

STATE OF ALABAMA  
COUNTY OF MADISON

CERTIFICATION

I, Emory DeBord, Secretary/Treasurer of the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities, Alabama do hereby certify under my name and seal that the above and foregoing is a true and correct copy of said Resolution #WWB-135-2025 on file in the office of the Secretary/Treasurer of the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities as the same and was officially enacted and promulgated by the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities, the governing body of said Municipality, on the 1<sup>st</sup> day of December, 2025, and that said Resolution #WWB-135-2025 was in full force and effect on the 1<sup>st</sup> day of December, 2025, and has continued in existence down to the date of this certification.

IN WITNESS WHEREOF, I have hereon subscribed my name and affixed the Corporate Seal of the Water and Wastewater Board of the City of Madison on this the 2<sup>nd</sup> Day of December 2025.



Emory DeBord, Secretary/Treasurer  
Water and Wastewater Board of the City  
of Madison, Alabama dba Madison Utilities

## ORDINANCE NO. 2025-409

### AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT LOCATED WITHIN 157 SHALEROCK DRIVE, LOT 97 OF MOORE'S CREEK PHASE 3 SUBDIVISION

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Dustin David Boggs & Joy F. Boggs** for the vacation of a portion of a utility & drainage easement located within Lot 97 of Moore's Creek Phase 3 Subdivision and further described as follows:

ALL THAT PART OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND BEING A PART OF LOT 97 OF MOORE'S CREEK, PHASE 3 A RESUBDIVISION OF TRACT 1, MOORE'S CREEK, PHASE 2 A RESUBDIVISION OF MOORE'S CREEK, PHASE 1, A RESUBDIVISION OF MOORE'S CREEK FARM AND A RESUBDIVISION OF TRACT AA, MOORE'S CREEK PHASE 4, A RESUBDIVISION OF TRACT B OF THE HAMPTONS AT PINEY CREEK, A RESUBDIVISION OF TRACT A, PINEY CREEK (PLAT BOOK H, PAGE 476) AS RECORDED IN PLAT BOOK J, PAGES 114-115 IN THE PROBATE RECORDS OF LIMESTONE COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" CAPPED REBAR FOUND PURPORTED AS BEING THE SOUTHWEST CORNER OF SAID LOT 97, THENCE SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST 10.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 39 MINUTES 47 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 00 DEGREES 39 MINUTES 47 SECONDS EAST 88.35 FEET TO A POINT; THENCE SOUTH 89 DEGREES 20 MINUTES 03 SECONDS EAST 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 47 SECONDS WEST 88.35 FEET TO A POINT; THENCE NORTH 89 DEGREES 23 MINUTES 06 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES (441.7 SQ. FT), MORE OR LESS.

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

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

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

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of January 2026.

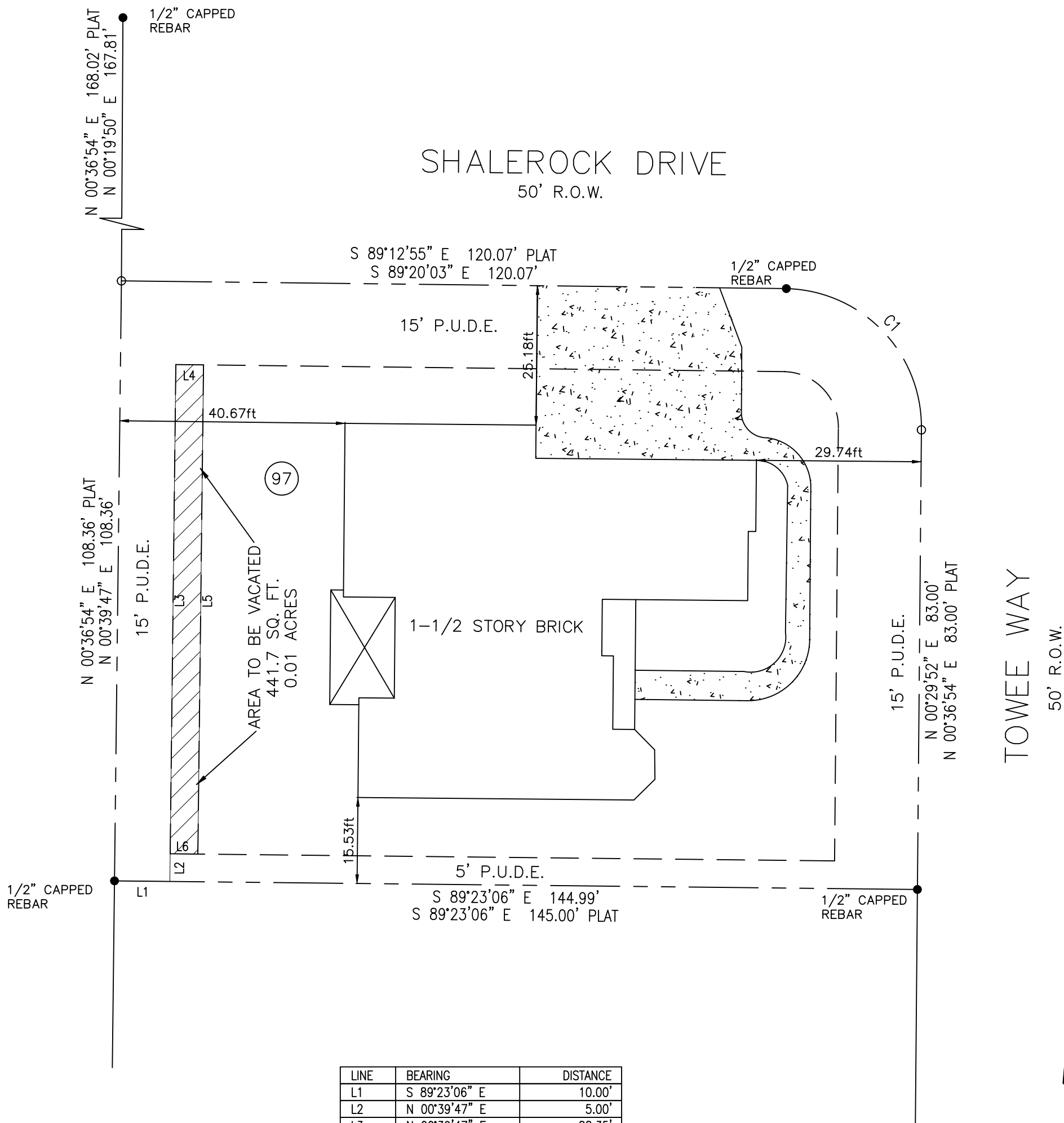
\_\_\_\_\_  
***Maura Wroblewski, Council President***  
**City of Madison, Alabama**

**ATTEST:**

\_\_\_\_\_  
***Lisa Thomas, City Clerk-Treasurer***  
**City of Madison, Alabama**

**APPROVED** this \_\_\_\_ day of January 2026.

\_\_\_\_\_  
***Ranae Bartlett, Mayor***  
**City of Madison, Alabama**



LINE	BEARING	DISTANCE
L1	S 89°23'06" E	10.00'
L2	N 00°39'47" E	5.00'
L3	N 00°39'47" E	88.35'
L4	S 89°20'03" E	5.00'
L5	S 00°39'47" W	88.35'
L6	N 89°23'06" W	5.00'

MEASURED

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.19'	35.30'	S 43°42'31" E	89°49'15"

PLAT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.20'	35.30'	S 44°18'00" E	89°49'49"

## LEGEND

These standard symbols will be found in the drawing.

- IRON PIN FOUND  
 ○ 1/2" CAPPED REBAR SET  
 M.B.L. MINIMUM BUILDING LINE  
 U & D UTILITY & DRAINAGE EASEMENT  
 ■ CONCRETE MONUMENT  
 ☒ P.K. NAIL



STATE OF ALABAMA  
LIMESTONE COUNTY

SURVEY OF LOT 97, BLOCK N/A, ACCORDING TO THE PLAT OF MOORE'S CREEK, PHASE 3, AS RECORDED IN PLAT BOOK J, PAGES 114-115, IN THE OFFICE OF THE PROBATE JUDGE OF SAID COUNTY: THE ADDRESS OF THE PROPERTY IS 4103 SHALEROCK DR., MADISON, ALABAMA AND SAID PROPERTY LIES INSIDE THE CORPORATE LIMITS OF MADISON, ALABAMA.

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

\_\_\_\_ John M Stanley \_\_\_\_\_ DATE: \_\_11-19-25\_\_  
JOHN M. STANLEY, JR.  
AL PLS NO. 26630



# LOT SURVEY

Prepared by  
STANLEY LAND SURVEYING, INC  
473 SHARPS COVE RD.  
GURLEY, AL 35748  
256-776-8801  
MIKESTANLEY005@GMAIL.COM

Scale: 1"=20'	Date: 11/19/25	Field: 11/17/25
Drawn: jms	Checked: jms	Job: 25-30 163



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

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

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

ALL THAT PART OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND BEING A PART OF LOT 97 OF MOORE’S CREEK, PHASE 3 A RESUBDIVISION OF TRACT 1, MOORE’S CREEK, PHASE 2 A RESUBDIVISION OF MOORE’S CREEK, PHASE 1, A RESUBDIVISION OF MOORE’S CREEK FARM AND A RESUBDIVISION OF TRACT AA, MOORE’S CREEK PHASE 4, A RESUBDIVISION OF TRACT B OF THE HAMPTONS AT PINEY CREEK, A RESUBDIVISION OF TRACT A, PINEY CREEK (PLAT BOOK H, PAGE 476) AS RECORDED IN PLAT BOOK J, PAGES 114-115 IN THE PROBATE RECORDS OF LIMESTONE COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½” CAPPED REBAR FOUND PURPORTED AS BEING THE SOUTHWEST CORNER OF SAID LOT 97, THENCE SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST 10.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 39 MINUTES 47 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 00 DEGREES 39 MINUTES 47 SECONDS EAST 88.35 FEET TO A POINT; THENCE SOUTH 89 DEGREES 20 MINUTES 03 SECONDS EAST 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 47 SECONDS WEST 88.35 FEET TO A POINT; THENCE NORTH 89 DEGREES 23 MINUTES 06 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES (441.7 SQ. FT), MORE OR LESS.

*Quitclaim Deed*  
*157 Shaleroch Drive VOE*  
*Page 1 of 2*



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

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of January, 2026.

City of Madison, Alabama,  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Ranae Bartlett, Mayor  
City of Madison, Alabama

Lisa Thomas  
City Clerk-Treasurer

**STATE OF ALABAMA**

§

§

**COUNTY OF MADISON**

§

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

Given under my hand this the \_\_\_\_\_ day of January 2026.

Notary Public

**ORDINANCE NO. 2025-421****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 December 22, 2025, 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:

STATE OF ALABAMA  
COUNTY OF MADISON

LOT 1 OF CLIFT FARM PHASE 11, A RESUBDIVISION OF TRACT 9 OF CLIFT FARM PHASE 2B AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2024, PAGE 141, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, THENCE SOUTH 01 DEGREES 23 MINUTES 55 SECONDS WEST, 60.19 FEET TO A POINT; THENCE NORTH 88 DEGREES 45 MINUTES 47 SECONDS WEST, 612.02 FEET TO A POINT; THENCE SOUTH 01 DEGREES 33 MINUTES 45 SECONDS WEST, 776.57 FEET TO A POINT, THENCE SOUTH 01 DEGREES 36 MINUTES 16 SECONDS WEST, 194.47 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING CONTINUE SOUTH 01 DEGREES 36 MINUTES 16 SECONDS WEST, 285.12 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 01 DEGREES 34 MINUTES 12 SECONDS WEST, 847.45 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTH RIGHT-OF-WAY OF U.S. HIGHWAY 72; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST, 736.32 FEET TO A POINT; THENCE LEAVING THE SAID NORTH RIGHT-OF-WAY, NORTH 12 DEGREES 32 MINUTES 49 SECONDS WEST, 316.47 FEET TO A POINT; THENCE SOUTH 77 DEGREES 29 MINUTES 49 SECONDS WEST, 216.41 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 31 DEGREES 29 MINUTES 35 SECONDS WEST, 35.97 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF JACK CLIFT BOULEVARD; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 14 DEGREES 30 MINUTES 39 SECONDS WEST, 93.45 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 11 DEGREES 23 MINUTES 19 SECONDS WEST, 7.97 FEET TO A POINT; THENCE LEAVING THE SAID EAST RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES 56 MINUTES 59 SECONDS EAST, 35.70 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST, 235.36 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00

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*Ordinance No. 2025-421*

FEET, A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 29 MINUTES 22 SECONDS EAST, 28.28 FEET TO A POINT; THENCE NORTH 12 DEGREES 30 MINUTES 38 SECONDS WEST, 222.30 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 57 DEGREES 30 MINUTES 37 SECONDS WEST, 28.28 FEET TO A POINT; THENCE SOUTH 77 DEGREES 29 MINUTES 23 SECONDS WEST, 143.03 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 34 MINUTES 08 SECONDS WEST, 43.07 FEET TO A POINT; THENCE SOUTH 57 DEGREES 38 MINUTES 53 SECONDS WEST, 100.92 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 38 MINUTES 53 SECONDS WEST, 35.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF JACK CLIFT BOULEVARD; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 32 DEGREES 21 MINUTES 07 SECONDS WEST, 100.00 FEET TO A POINT; THENCE LEAVING THE SAID EAST RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 21 MINUTES 07 SECONDS EAST, 35.36 FEET TO A POINT; THENCE NORTH 57 DEGREES 38 MINUTES 53 SECONDS EAST, 100.92 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 34 MINUTES 08 SECONDS EAST, 60.30 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 23 SECONDS EAST, 48.53 FEET TO A POINT; THENCE NORTH 12 DEGREES 30 MINUTES 35 SECONDS WEST, 352.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 34 MINUTES 19 SECONDS WEST, 54.25 FEET TO A POINT; THENCE SOUTH 57 DEGREES 38 MINUTES 53 SECONDS WEST, 271.80 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 38 MINUTES 53 SECONDS WEST, 35.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF JACK CLIFT BOULEVARD; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 32 DEGREES 21 MINUTES 07 SECONDS WEST, 104.25 FEET TO A POINT; THENCE LEAVING THE SAID EAST RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 21 MINUTES 12 SECONDS EAST, 35.35 FEET TO A POINT; THENCE NORTH 57 DEGREES 38 MINUTES 53 SECONDS EAST, 306.28 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 34 MINUTES 07 SECONDS EAST, 96.48 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST, 1034.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.69 ACRES, MORE OR LESS.

AND

A PART OF THE RIGHT-OF-WAY OF JACK CLIFT BOULEVARD AS SHOWN ON THE PLAT OF CLIFT FARM PHASE 2B AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 2020-00073972, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST

OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, THENCE SOUTH 01 DEGREES 23 MINUTES 55 SECONDS WEST, 60.19 FEET TO A POINT; THENCE NORTH 88 DEGREES 45 MINUTES 47 SECONDS WEST, 612.02 FEET TO A POINT; THENCE SOUTH 01 DEGREES 33 MINUTES 45 SECONDS WEST, 776.57 FEET TO A POINT, THENCE SOUTH 01 DEGREES 36 MINUTES 16 SECONDS WEST, 479.59 FEET TO A POINT; THENCE SOUTH 01 DEGREES 34 MINUTES 12 SECONDS WEST, 847.45 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTH RIGHT-OF-WAY OF U.S. HIGHWAY 72; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST, 960.99 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING CONTINUE SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST AND ALONG THE SAID NORTH RIGHT-OF-WAY, 118.01 FEET TO A POINT; THENCE LEAVING THE SAID NORTH RIGHT-OF-WAY, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 64.50 FEET. A CHORD BEARING AND DISTANCE OF NORTH 11 DEGREES 58 MINUTES 07 SECONDS EAST, 51.14 FEET TO A POINT; THENCE NORTH 11 DEGREES 23 MINUTES 19 SECONDS WEST, 244.51 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 56 MINUTES 59 SECONDS WEST, 35.70 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF JOHN HENRY WAY; THENCE NORTH 09 DEGREES 41 MINUTES 45 SECONDS WEST, 50.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID JOHN HENRY WAY; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 33 DEGREES 03 MINUTES 01 SECONDS EAST, 35.01 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 260.53 FEET, A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 11 MINUTES 55 SECONDS WEST, 69.00 FEET TO A POINT; THENCE NORTH 64 DEGREES 12 MINUTES 49 SECONDS EAST, 69.50 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 35 MINUTES 15 SECONDS EAST, 82.71 FEET TO A POINT; THENCE SOUTH 11 DEGREES 23 MINUTES 19 SECONDS EAST, 9.37 FEET TO A POINT; THENCE SOUTH 14 DEGREES 30 MINUTES 39 SECONDS EAST, 183.55 FEET TO A POINT; THENCE SOUTH 11 DEGREES 23 MINUTES 23 SECONDS EAST, 155.82 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 64.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 33 DEGREES 08 MINUTES 17 SECONDS EAST, 47.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.87 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 said properties do 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 petition 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, upon satisfaction of the conditions set forth in Section 5 of this Ordinance, 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:

LOT 1 OF CLIFT FARM PHASE 11, A RESUBDIVISION OF TRACT 9 OF CLIFT FARM PHASE 2B AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2024, PAGE 141, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, THENCE SOUTH 01 DEGREES 23 MINUTES 55 SECONDS WEST, 60.19 FEET TO A POINT; THENCE NORTH 88 DEGREES 45 MINUTES 47 SECONDS WEST, 612.02 FEET TO A POINT; THENCE SOUTH 01 DEGREES 33 MINUTES 45 SECONDS WEST, 776.57 FEET TO A POINT, THENCE SOUTH 01 DEGREES 36 MINUTES 16 SECONDS WEST, 194.47 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING CONTINUE SOUTH 01 DEGREES 36 MINUTES 16 SECONDS WEST, 285.12 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 01 DEGREES 34 MINUTES 12 SECONDS WEST, 847.45 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTH RIGHT-OF-WAY OF U.S. HIGHWAY 72; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST, 736.32 FEET TO A POINT; THENCE LEAVING THE SAID NORTH RIGHT-OF-WAY, NORTH 12 DEGREES 32 MINUTES 49 SECONDS WEST, 316.47 FEET TO A POINT; THENCE SOUTH 77 DEGREES 29 MINUTES 49 SECONDS WEST, 216.41 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 31 DEGREES 29 MINUTES 35 SECONDS WEST, 35.97 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF JACK CLIFT BOULEVARD; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 14 DEGREES 30 MINUTES 39 SECONDS WEST, 93.45 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 11 DEGREES 23 MINUTES 19 SECONDS WEST, 7.97 FEET TO A POINT; THENCE LEAVING THE SAID EAST RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A

RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES 56 MINUTES 59 SECONDS EAST, 35.70 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST, 235.36 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 29 MINUTES 22 SECONDS EAST, 28.28 FEET TO A POINT; THENCE NORTH 12 DEGREES 30 MINUTES 38 SECONDS WEST, 222.30 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 57 DEGREES 30 MINUTES 37 SECONDS WEST, 28.28 FEET TO A POINT; THENCE SOUTH 77 DEGREES 29 MINUTES 23 SECONDS WEST, 143.03 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 34 MINUTES 08 SECONDS WEST, 43.07 FEET TO A POINT; THENCE SOUTH 57 DEGREES 38 MINUTES 53 SECONDS WEST, 100.92 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 38 MINUTES 53 SECONDS WEST, 35.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF JACK CLIFT BOULEVARD; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 32 DEGREES 21 MINUTES 07 SECONDS WEST, 100.00 FEET TO A POINT; THENCE LEAVING THE SAID EAST RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 21 MINUTES 07 SECONDS EAST, 35.36 FEET TO A POINT; THENCE NORTH 57 DEGREES 38 MINUTES 53 SECONDS EAST, 100.92 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 34 MINUTES 08 SECONDS EAST, 60.30 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 23 SECONDS EAST, 48.53 FEET TO A POINT; THENCE NORTH 12 DEGREES 30 MINUTES 35 SECONDS WEST, 352.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 34 MINUTES 19 SECONDS WEST, 54.25 FEET TO A POINT; THENCE SOUTH 57 DEGREES 38 MINUTES 53 SECONDS WEST, 271.80 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 38 MINUTES 53 SECONDS WEST, 35.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF JACK CLIFT BOULEVARD; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 32 DEGREES 21 MINUTES 07 SECONDS WEST, 104.25 FEET TO A POINT; THENCE LEAVING THE SAID EAST RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 21 MINUTES 12 SECONDS EAST, 35.35 FEET TO A POINT; THENCE NORTH 57 DEGREES 38 MINUTES 53 SECONDS EAST, 306.28 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 34 MINUTES 07 SECONDS EAST, 96.48 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST, 1034.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.69 ACRES, MORE OR LESS.

AND



A PART OF THE RIGHT-OF-WAY OF JACK CLIFT BOULEVARD AS SHOWN ON THE PLAT OF CLIFT FARM PHASE 2B AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 2020-00073972, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, THENCE SOUTH 01 DEGREES 23 MINUTES 55 SECONDS WEST, 60.19 FEET TO A POINT; THENCE NORTH 88 DEGREES 45 MINUTES 47 SECONDS WEST, 612.02 FEET TO A POINT; THENCE SOUTH 01 DEGREES 33 MINUTES 45 SECONDS WEST, 776.57 FEET TO A POINT, THENCE SOUTH 01 DEGREES 36 MINUTES 16 SECONDS WEST, 479.59 FEET TO A POINT; THENCE SOUTH 01 DEGREES 34 MINUTES 12 SECONDS WEST, 847.45 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTH RIGHT-OF-WAY OF U.S. HIGHWAY 72; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST, 960.99 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING CONTINUE SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST AND ALONG THE SAID NORTH RIGHT-OF-WAY, 118.01 FEET TO A POINT; THENCE LEAVING THE SAID NORTH RIGHT-OF-WAY, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 64.50 FEET. A CHORD BEARING AND DISTANCE OF NORTH 11 DEGREES 58 MINUTES 07 SECONDS EAST, 51.14 FEET TO A POINT; THENCE NORTH 11 DEGREES 23 MINUTES 19 SECONDS WEST, 244.51 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 56 MINUTES 59 SECONDS WEST, 35.70 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF JOHN HENRY WAY; THENCE NORTH 09 DEGREES 41 MINUTES 45 SECONDS WEST, 50.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID JOHN HENRY WAY; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 33 DEGREES 03 MINUTES 01 SECONDS EAST, 35.01 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 260.53 FEET, A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 11 MINUTES 55 SECONDS WEST, 69.00 FEET TO A POINT; THENCE NORTH 64 DEGREES 12 MINUTES 49 SECONDS EAST, 69.50 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 35 MINUTES 15 SECONDS EAST, 82.71 FEET TO A POINT; THENCE SOUTH 11 DEGREES 23 MINUTES 19 SECONDS EAST, 9.37 FEET TO A POINT; THENCE SOUTH 14 DEGREES 30 MINUTES 39 SECONDS EAST, 183.55 FEET TO A POINT; THENCE SOUTH 11 DEGREES 23 MINUTES 23 SECONDS EAST, 155.82 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 64.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 33 DEGREES 08 MINUTES 17 SECONDS EAST, 47.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.87 ACRES, MORE OR LESS.

Section 3. That upon satisfaction of the conditions specified in Section 5 of this Ordinance, 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.<sup>1</sup>

Section 4. That, upon satisfaction of the conditions set forth in Section 5 of this Ordinance, *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 7** to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective no earlier than February 18, 2026, 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, which shall occur no earlier than February 18, 2026;
- (b) execution by the City of Madison, Alabama of an Annexation Agreement with applicant Clift Home Place, LLC; and
- (c) application for zoning being properly made.

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama on this the \_\_\_\_\_ day of \_\_\_\_\_, 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**



**RESOLUTION NO. 2025-403-R****A RESOLUTION AUTHORIZING PURCHASE OF POLICE INTERCEPTOR  
AWD VEHICLES THROUGH THE STATE BID LIST**

**WHEREAS**, the State of Alabama has awarded State Bid Contract No. MA220000003121 for the purchase of 2026 Ford Police Interceptor AWD Utility T191L vehicles by state agencies and its political subdivisions effective June 13, 2022 through June 13, 2026; and

**WHEREAS**, the Police Department has requested the purchase of three 2026 Ford Police Interceptor AWD Utility T191L vehicles from Stivers Ford Lincoln, to which the State of Alabama has awarded a contract for vehicles; and

**WHEREAS**, the Police Department has verified that Stivers Ford Lincoln is an authorized dealer for said equipment and holds a valid Alabama business license.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase three 2026 Ford Police Interceptor AWD Utility T191L vehicles from Stivers Ford Lincoln via contract number MA220000003121 through the State Bid list and in accordance with all applicable City policies and regulations.

**READ, APPROVED, AND ADOPTED** this 22nd day of December 2025.

---

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

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_ day of December 2025.

---

***Ranae Bartlett, Mayor***  
**City of Madison, Alabama**

Governmental Department  
334-613-5000

STIVERS FORD LINCOLN  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

Police Interceptor Utility  
7/14/2025  
2026.0

**2026 FORD POLICE INTERCEPTOR AWD UTILITY-T191L**

CONTRACT NUMBER: MA22000003121-1

LINE NUMBER 1

CONTRACT AMOUNT: **\$43,826**

MODEL SERIES

K8A

Order Code: 500A

FORD POLICE UTILITY

**POLICE LIGHTBAR PACKAGES - \*Includes Console, Siren, Lightbar, & Controller\***

**Lightbar Packages ( Choose 1 of the following options)**

**LB1 STIVERS VALOR LIGHTBAR PACKAGE \$ 5,959**

- 51" V- Shaped Lightbar (40% More Lateral Coverage) RED/WHITE/BLUE Configurable with Flood/Alley and Signalmaster Capability
- Pathfinder 200Watt Siren Controller with 3- Position Switch and Rotary Siren Switch
- 100W Siren Speaker
- Fully Integrated Console with Cupholder/Armrest/ Power Faceplate with (2) USB Ports and (2) 12V Plugs
- Universal Laptop Stand and Cradle Mounted on Side of Console

**ST1 STIVERS SLICKTOP LIGHTBAR PACKAGE \$ 4,995**

- Front and Rear ILS Visor/ Rear Glass Lightbars RED/WHITE/BLUE Configurable with Flood/Alley and Signalmaster Capability
- Pathfinder 200Watt Siren Controller with 3- Position Switch and Rotary Siren Switch
- 100W Siren Speaker
- Fully Integrated Console with Cupholder/Armrest/ Power Faceplate with (2) USB Ports and (2) 12V Plugs
- Universal Laptop Stand and Cradle Mounted on Side of Console

**LB2 STIVERS ALLEGIANT LIGHTBAR PACKAGE \$ 4,762**

- 53" Traditional Shaped Lightbar RED/WHITE/BLUE Configurable with Flood/Alley and Signalmaster Capability
- Pathfinder 200Watt Siren Controller with 3- Position Switch and Rotary Siren Switch
- 100W Siren Speaker
- Fully Integrated Console with Cupholder/Armrest/ Power Faceplate with (2) USB Ports and (2) 12V Plugs
- Universal Laptop Stand and Cradle Mounted on Side of Console

**Lighting Packages( Choose 1 of the following options)**

**SPL Stivers Perimeter Lighting Package:- (18) total elements installed \$ 3,595**

- Head/Tail Lamps 4 Blue/White Corner LEDs
- Grille 2 Blue/White 6 Head LEDs
- Under Mirror 2 Blue/White 6 Head LEDs
- Wheel Well Arches 4 Blue/White 6 Head LEDs
- Rear Hatch 2 Blue/White 6 Head LEDs
- Tag 2 Red/Blue/White 6 Head LEDs
- Side Quarter Glass 2 Red/Blue/White 12 Head LEDs

**SL1 Stivers Base Lighting Package: (12) total elements installed \$ 1,926**

- Head/Tail Lamps 4 Blue/White Corner LEDs
- Grille 2 Blue/White 6 Head LEDs
- Rear Hatch 2 Blue/White 6 Head LEDs
- Tag 2 Red/Blue/White 6 Head LEDs
- Side Quarter Glass 2 Red/Blue/White 12 Head LEDs

**Additional Wiring Options**

**FS6 PW100 Series Handheld Controller ( Used With Slicktop Option Removing Console/ ADMIN STYLE/ NOT COMPATIBLE WITH OBD INTERGRATION) \$ 700**

**OBD Full OBD Integration System to use Vehicle Functions to Control lighting arrangement (RECOMMENDED with INV1 Electronics Tray) \$ 1,348**

**67V Police Wire Harness Connector Kit: To include 26 Connectors for Siren and Lighting Harnesses \$ 200**

**THR 1000 Watt Inverter/ dual 110v outlets \$ 495**

Governmental Department  
334-613-5000

STIVERS FORD LINCOLN  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

Police Interceptor Utility  
7/14/2025  
2026.0

### PRISONER CONTAINMENT & K9

PK1	Partition w/ Kick Plate - between Front & Rear Seat	\$	1,150	
PK2	Rear Cargo Barrier Partition	\$	710	
PK3	Rear Partition w/ Prisoner Plastic Rear Bio Seat and OS Safety Belts	\$	2,034	
RDA	Rear Window Barriers - 2nd row only	\$	390	
K9U	Ultimate K9 package 2/3rds Kennel with 1/3rd prisoner compartment Includes: Rear storage Drawers, K9 Bailout, Cooling Fan, Officer Pager, and Monitor System		Request	
GR	Dual AR/870 Gunlock Partition Mounted with Handcuff Key	\$	600	

### OFFICER SAFETY OPTIONS

18D	Global Lock/Unlock- all doors and liftgate simultaneously		NC	
52P	Hidden Door Lock Plunger W/ Rear Door Inoperable (locks, handles and windows)	\$	160	X
68G	Rear Door Handle & Locks Inoperable (No Charge When Ordered w/ 52P)	\$	80	X
63V	Cargo Storage Locking Vault - Rear (Drivers Side)	\$	270	

### PUSH BUMPER & PIT BARS

PB1	Center Pushbumper	Must Pick 1 Option Below ( 2 Light or 4 Light Top Channel)	\$	759	
.	2 Light Top Channel	2 Blue/White Corner LEDs	\$	378	
.	4 Light Top Channel	4 Blue/White 6 Head LEDs	\$	687	
PB2	Full Pushbumper with WingWraps and Pitbars	Must Pick 1 Option Below ( 2 Light or 4 Light Top Channel)	\$	2,552	
.	2 Light Top Channel	2 Blue/White Corner LEDs	\$	378	
.	4 Light Top Channel	2 Blue/White 6 Head LEDs	\$	687	
.	2 Lights in Pitbars/ 2 Lights on Side of Center Pushbumper	4 Blue/White 6 Head LEDs		Included	

### ADDITIONAL OPTIONS

INV1	False Floor with Birch Flooring and Electronis Tray	\$	1,344	
INV2	Single Sliding Drawer with Slamlocks and Top Rail	\$	2,224	
47E	12.1" Integrated Computer Screen: Includes 12.1" Touchscreen Display in Center Stack and Allows For Operation Of Laptop In Remote Location To Free Up Cabin Space in Front Passenger Area. Audio Video Extender (AVX) Box, Two AVX Cables, and One HDMI Cable. Sync Phoenix	\$	3,700	
TNT	4 Door Tinting and Windshield Strip	\$	600	
RBSF	Rumbler Siren Kit	\$	700	
60R	Noise Suppression Bonds	\$	100	
153	Front License Plate Bracket		NC	
76D	Underbody Deflector Plate: Engine and Transmission	\$	340	
65L	Wheel Covers (18 in. Full Face Wheel Covers)	\$	60	
59X	Keyed Alike-1435x; 1284x; 0135x; 0576x; 1111x; 1294 or 0151x	\$	50	
16D	Police Interceptor Badge Delete		NC	
51R	Driver LED Spotlamp (FACTORY OPTION ONLY)	\$	400	X
51S	Driver & Passenger LED Spotlamp (FACTORY OPTION ONLY)	\$	790	

### RADAR & RADIO

S2R	Stalker 2 Dual Radar- with wireless remote		Request	
RAP	Radio & Antennae prewire and install (Customer Supplied Radio & Antennae)	\$	145	

Governmental Department  
334-613-5000

STIVERS FORD LINCOLN  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

Police Interceptor Utility  
7/14/2025  
2026.0

ENGINE OPTIONS

99W	AWD 3.3L V6 Direct-Injection HYBRID Engine w /10-Speed Auto Transmission	STANDARD	
99B	AWD 3.3L V6 Direct-Injection FFV w/ 10-Speed Automatic Transmission	NC	X
99C	AWD 3.0L V6 EcoBoost® w/ 10-Speed Automatic Transmission	\$ 2,850	

EXTERIOR COLOR & INTERIOR OPTIONS

EXTERIOR COLORS:

YZ	Oxford White	
UM	Agate Black	X
M7	Carbonized Gray	
E3	Arizona Beige	
F1	Police Green	
E4	Vermillion Red	

TN	Silver Gray Metallic	
UJ	Sterling Gray	
LK	Dark Blue	
LM	Royal Blue	
LN	Light Blue Metallic	
J1	Kodiak Brown	

INTERIOR TRIM / SEATS:

9W	Cloth Front Buckets w/ 6-Way Driver's Power / Vinyl Rear 35/30/35. Onyx Black	Standard	S
FW	Cloth Front Buckets w/ 6-Way Driver's Power / Cloth Rear 35/30/35. Onyx Black	\$ 60	
65U	Interior Upgrade Package - *** Order Code FW Rear Cloth \$60 Required ***	\$ 390	

- 1st and 2nd Row Carpet Floor • Cloth Seats – Rear • Floor Mats, front and rear (carpeted)
- Center Floor Console less shifter w/unique Police Console and Top Plate with 2 cup holders
- 18" Aluminum Wheels
- SYNC Phoenix
- High Series Headlamp w/ LED Corner Warning Lights
- Not Available w/ EcoBoost Powertrain

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

Delivery Address: \_\_\_\_\_

TOTAL VEHICLE (Required) **\$ 44,466**

Customer: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE: (Required)

PURCHASE ORDER NUMBER:

Quantity:

**RESOLUTION NO. 2025-404-R**

**A RESOLUTION AUTHORIZING PURCHASE OF LIGHTS AND SIRENS  
OUTFITTING PACKAGES FROM HAYNES EMERGENCY LIGHTING  
THROUGH THE STATE BID LIST**

**WHEREAS**, the State of Alabama has awarded State Bid Contract No. MA230000004212 for the purchase of lights and sirens outfitting packages by state agencies and political subdivisions effective September 7, 2023 through September 6, 2026; and

**WHEREAS**, the Police Department has requested the purchase of three lights and sirens outfitting packages from Haynes Emergency Lighting, to which the State of Alabama has awarded a contract for emergency lighting; and

**WHEREAS**, the Police Department has verified that Haynes Emergency Lighting is an authorized dealer for said equipment and holds a valid Alabama business license.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase three lights and sirens outfitting packages from Haynes Emergency Lighting via contract number MA230000004212 through the State Bid list and in accordance with all applicable City policies and regulations.

**READ, APPROVED, AND ADOPTED** this 22nd day of December 2025.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of December 2025.

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama



## Quote

Page: 1



4850 Lakeview Blvd.  
Montgomery, AL 36110  
(334) 241-5200  
Robertsdale: (251) 225-4135

Order Number: 25-0958  
Order Date: 11/10/2025

Salesperson: Scott Haynes  
SCOTTIE@ELBHAYNES.COM

Customer Number: 01-0013017

## Sold To:

MADISON POLICE DEPARTMENT  
100 HUGHES RD  
ACCOUNTS PAYABLE  
MADISON, AL 35758

## Confirm To:

## Ship To:

MADISON POLICE DEPARTMENT  
100 HUGHES RD  
ACCOUNTS PAYABLE  
MADISON, AL 35758

Customer P.O.	Ship VIA	F.O.B.	Terms			
			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
STATE CONTRACT MASTER AGREEMENT 23000004212						
/I	EACH	1.000	0.000	0.000	2,450.000	2,450.00
WHELEN E325 54" TRIO LT BAR						
/I	EACH	1.000	0.000	0.000	1,050.000	1,050.00
WHELEN BS50Z TRIO RBA						
REAR INNER EDGE						
/I	EACH	2.000	0.000	0.000	105.000	210.00
WHELEN TMT0JCX TRIO RBW						
GRILLE						
TSS0JCX	EACH	4.000	0.000	0.000	120.000	480.00
T-SERIES SURFACE TRIO RBW/SMK			Whse: 001			
FOG/TAG						
VTX9D	EACH	2.000	0.000	0.000	75.000	150.00
VERTEX SUPER-LED DUO RED/WHT			Whse: 001			
DRIVER HEAD/TAIL LT						
VTX9E	EACH	2.000	0.000	0.000	75.000	150.00
VERTEX SUPER-LED DUO BLU/WHT			Whse: 001			
PASS HEAD/TAIL LT						
VTXADAPT	EACH	4.000	0.000	0.000	9.280	37.12
VERTEX TWIST-IN ADAPTER KIT			Whse: 001			
VX3RBCX	EACH	2.000	0.000	0.000	95.000	190.00
VXE TRIO DIRECTIONAL RBW/SMK			Whse: 001			
SIDE REAR BUMPER						
J180JCX	EACH	2.000	0.000	0.000	175.000	350.00
J-SERIES TRIO R-B-W/SMOKE			Whse: 001			
J18050	EACH	1.000	0.000	0.000	20.300	20.30
J-SERIES MIRROR MT FORD PIU			Whse: 001			

Continued

## Quote

Page: 2



4850 Lakeview Blvd.  
Montgomery, AL 36110  
(334) 241-5200  
Robertsdale: (251) 225-4135

Order Number: 25-0958  
Order Date: 11/10/2025

Salesperson: Scott Haynes  
SCOTTIE@ELBHAYNES.COM

Customer Number: 01-0013017

**Sold To:**

MADISON POLICE DEPARTMENT  
100 HUGHES RD  
ACCOUNTS PAYABLE  
MADISON, AL 35758

**Confirm To:****Ship To:**

MADISON POLICE DEPARTMENT  
100 HUGHES RD  
ACCOUNTS PAYABLE  
MADISON, AL 35758

Customer P.O.	Ship VIA	F.O.B.	Terms			
			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
PSJC3FCR	EACH	2.000	0.000	0.000	238.000	476.00
MEGA T-SERIES TRIO FLASHER RBW			Whse: 001			
PSBKT90	EACH	2.000	0.000	0.000	18.560	37.12
STRIP-LITE+ 90 DEG MT KIT			Whse: 001			
/I	EACH	2.000	0.000	0.000	120.000	240.00
WHELEN TST0JCX						
LIFT GATE						
C399	EACH	1.000	0.000	0.000	1,150.000	1,150.00
WHELEN CENCOM CORE SIREN			Whse: 001			
CCTL6	EACH	1.000	0.000	0.000	0.000	0.00
WECANX KNOB/SLIDE CONTROL HEAD			Whse: 001			
INCLUDED WITH SIREN						
C399SP	EACH	1.000	0.000	0.000	0.000	0.00
SCANport KIT FOR C399			Whse: 001			
INCLUDED WITH SIREN						
SA315P	EACH	1.000	0.000	0.000	0.000	0.00
SA315P SPEAKER, BLACK PLASTIC			Whse: 001			
INCLUDED WITH SIREN						
/I	EACH	1.000	0.000	0.000	0.000	0.00
WHELEN SAK75						
INCLUDED WITH SIREN						
/I	EACH	1.000	0.000	0.000	415.000	415.00
WHELEN CHWLFE29 HOWLER AMP						
CEM16	EACH	1.000	0.000	0.000	160.000	160.00
WECANX 16 OUTPUT EXPANSION MOD			Whse: 001			
/I	EACH	1.000	0.000	0.000	225.000	225.00
WHELEN CEM24 EXPANSION MODULE						

Continued

## Quote

Page: 3



4850 Lakeview Blvd.  
Montgomery, AL 36110  
(334) 241-5200  
Robertsdale: (251) 225-4135

Order Number: 25-0958  
Order Date: 11/10/2025

Salesperson: Scott Haynes  
SCOTTIE@ELBHAYNES.COM

Customer Number: 01-0013017

**Sold To:**

MADISON POLICE DEPARTMENT  
100 HUGHES RD  
ACCOUNTS PAYABLE  
MADISON, AL 35758

**Confirm To:****Ship To:**

MADISON POLICE DEPARTMENT  
100 HUGHES RD  
ACCOUNTS PAYABLE  
MADISON, AL 35758

Customer P.O.	Ship VIA	F.O.B.	Terms			
			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
C-VS-0618-INUT	EACH	1.000	0.000	0.000	430.980	430.98
Ford Interceptor Utility Speci			Whse: 001			
C-ARM-102	EACH	1.000	0.000	0.000	67.980	67.98
Console, Side mount Arm rest,			Whse: 001			
/I	EACH	1.000	0.000	0.000	175.560	175.56
HAVIS C-PM-124-PC						
/I	EACH	1.000	0.000	0.000	33.000	33.00
HAVIS C-PM-124-RFK						
CUP2-1001	EACH	1.000	0.000	0.000	46.200	46.20
HAVIS SELF ADJUST CUP HOLDER			Whse: 001			
C-AP-0645-1	EACH	1.000	0.000	0.000	49.500	49.50
6" ACCESSORY POCKET 4.5" DEEP			Whse: 001			
C-MCB	EACH	2.000	0.000	0.000	13.200	26.40
M.C. BRACKET			Whse: 001			
MMSU-1	EACH	2.000	0.000	0.000	38.000	76.00
MAGNETIC MIC SINGLE UNIT			Whse: 001			
C-HDM-214	EACH	1.000	0.000	0.000	125.400	125.40
8.5" HD TELESCOPING POLE, SIDE			Whse: 001			
C-MD-112	EACH	1.000	0.000	0.000	250.140	250.14
11" HAVIS SLIDE OUT LOCKING SW			Whse: 001			
C-EB40-CCS-1P	EACH	1.000	0.000	0.000	0.000	0.00
1-p Equ Moutning Bkt 4" mount			Whse: 001			
C-EB30-APR-1P	EACH	1.000	0.000	0.000	0.000	0.00
1-p Equ Mounting Bkt, 3" moun			Whse: 001			
C-FP-1	EACH	1.000	0.000	0.000	0.000	0.00
1" Filler Plate			Whse: 001			
PRPSP4704UINT20	EACH	1.000	0.000	0.000	838.800	838.80
PRPSP4704UINT20A PARTITION RP			Whse: 001			

Continued



## Quote

Page: 4



4850 Lakeview Blvd.  
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 MADISON, AL 35758

**Confirm To:****Ship To:**

MADISON POLICE DEPARTMENT  
 100 HUGHES RD  
 ACCOUNTS PAYABLE  
 MADISON, AL 35758

Customer P.O.	Ship VIA	F.O.B.	Terms			
			Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I	EACH	1.000	0.000	0.000	1,756.800	1,756.80
PRO-GARD S4705UINT20OSB-R						
/I	EACH	1.000	0.000	0.000	515.000	515.00
PRO-GARD GVPMS-H GUN LOCK						
WITH HANDCUFF STYLE LOCK						
BIT13	EACH	1.000	0.000	0.000	225.000	225.00
KERR POWER DISTRIBUTION PANEL						
			Whse: 001			
/INSTALL KIT	EACH	1.000	0.000	0.000	150.000	150.00
WIRE, TERMINAL & SUPPLIES						
/LABOR	EACH	40.000	0.000	0.000	55.000	2,200.00
LABOR						

All quotes are based on Manufacturer's pricing on the date of the quote. All quotes are subject to changes in manufacturer's pricing, after the "QUOTE EXPIRES" date that appears above. All quotes are subject to availability. Many items require 3 to 12 weeks lead time, therefore, orders should be booked as early as possible. Most items will incur freight charges. SPECIAL ORDERS are NON-CANCELABLE and NON-RETURNABLE. CREDIT CARD PAYMENTS WILL HAVE A 3.5% FEE ADDED TO TOTAL AT TIME OF PAYMENT.

Net Order:	14,757.30
Less Discount:	0.00
Freight:	100.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>14,857.30</b>

**RESOLUTION NO. 2025-405-R****A RESOLUTION AUTHORIZING PURCHASE OF DASH CAMERAS FROM  
AXON ENTERPRISE, INC. THROUGH THE STATE BID LIST**

**WHEREAS**, the State of Alabama has awarded State Bid Contract No. MA240000004814 for the purchase of dash cameras by state agencies and political subdivisions effective August 15, 2024 through August 14, 2026; and

**WHEREAS**, the Police Department has requested the purchase three dash cameras from Axon Enterprises, Inc., to which the State of Alabama has awarded a contract for public safety camera systems; and

**WHEREAS**, the Police Department has verified that Axon Enterprise, Inc. is an authorized dealer for said equipment and holds a valid Alabama business license.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase three dash cameras from Axon Enterprise, Inc. via contract number MA240000004814 through the State Bid list and in accordance with all applicable City policies and regulations.

**READ, APPROVED, AND ADOPTED** this 22nd day of December 2025.

---

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

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_ day of December 2025.

---

***Ranae Bartlett, Mayor***  
**City of Madison, Alabama**



Axon Enterprise, Inc.  
17800 N 85th St  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-773387-45971DP

Issued: 11/10/2025

Quote Expiration: 11/28/2025

Estimated Contract Start Date: 06/01/2026

Account Number: 157536

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Madison Police Department - AL 100 Hughes Rd Madison, AL 35758-1110 USA	Madison Police Department - AL 100 Hughes Rd Madison AL 35758-1110 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	Toby Jenkins Phone: 256-772-5607 Email: toby.jenkins@madisonal.gov Fax:

### Quote Summary

Program Length	60 Months
TOTAL COST	\$46,602.00
ESTIMATED TOTAL W/ TAX	\$46,602.00

### Discount Summary

Average Savings Per Year	\$1,996.63
TOTAL SAVINGS	\$9,983.16

Payment Summary

Date	Subtotal	Tax	Total
May 2026	\$46,602.00	\$0.00	\$46,602.00
Total	\$46,602.00	\$0.00	\$46,602.00



Quote Unbundled Price:

\$56,583.00

Quote List Price:

\$46,602.00

Quote Subtotal:

\$46,602.00

## Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
Fleet3A	Fleet 3 Advanced	3	60	\$314.35	\$258.90	\$258.90	\$46,602.00	\$0.00	\$46,602.00
Total							\$46,602.00	\$0.00	\$46,602.00

## Delivery Schedule

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	3	1	05/01/2026
Fleet 3 Advanced	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A-5YR NETCLOUD	3	1	05/01/2026
Fleet 3 Advanced	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	3	1	05/01/2026
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	3	1	05/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	1	05/01/2026
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	3	1	05/01/2031

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	3	06/01/2026	05/31/2031
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	3	06/01/2026	05/31/2031
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIFESTREAM	3	06/01/2026	05/31/2031
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	6	06/01/2026	05/31/2031

## Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	05/01/2027	05/31/2031
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	05/01/2027	05/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 Hughes Rd	Madison	AL	35758-1110	USA

Payment Details

May 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 1	Fleet3A	Fleet 3 Advanced	3	\$46,602.00	\$0.00
Total				\$46,602.00	\$0.00
					\$46,602.00

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

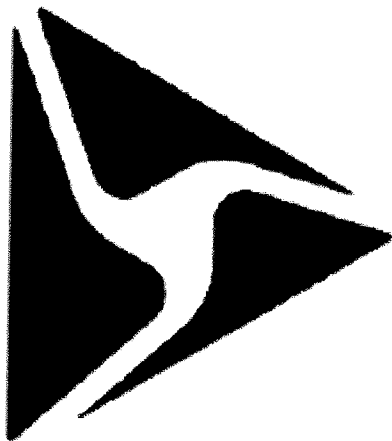
#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

11/10/2025

Date Signed





**RESOLUTION NO. 2025-414-R**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH NEOGOV FOR POWER DMS DOCUMENT MANAGEMENT SERVICES**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized to enter into a subscription agreement on behalf of the City of Madison, Alabama, with NEOGOV for the Professional Standards Suite in PowerDMS for document management services, said document being substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Document Management Services Agreement,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, APPROVED, and ADOPTED** this 22<sup>nd</sup> day of December 2025.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of December 2025

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama



t 800.749.5104  
2120 Park Pl. Suite 100  
El Segundo, CA 90245

NEOGOV

## THIS IS NOT AN INVOICE

### Contract Records

**Account Number:** A-1178  
**Customer:** Madison Police Department (AL)  
**Effective Employee Count:** 149  
**Sales Rep:** Taylor Rapp

### Order Details

**Order #:** Q-433061  
**Valid Until:** 12/30/2025

### Customer Contact

**Billing Contact:** Madison Police Department (AL)  
Jennifer Schwartz  
100 Hughes Rd  
Madison, AL 35758  
**Billing Contact Email:** jennifer.schwartz@madisonal.gov  
**Billing Phone:**

**Shipping Contact :** Madison Police Department (AL)  
Gregory Dees  
100 Hughes Rd  
Madison, AL 35758  
**Shipping Address:** greg.dees@madisonal.gov  
**Shipping Contact Email:** (256) 772-5690  
**Shipping Phone:**

### Payment Terms

**Payment Term:** Net 60  
**PO Number:**

**Notes:** // Activating Professional Standards Suite in PowerDMS // Setup costs are one-time costs // PowerDMS to only invoice the Bridge Portion in Jan as the full year will be deferred to Dec '26 // Engage Module added at \$0 for the entire duration of the agency's utilization of the PSSuite // Nonappropriations of Funds clause applied // DISCOUNT EXPIRES 12.30.25 // NEED SIGNED QUOTE BACK BY 12.30.25 //

### Subscription Service

#### Bridge Portion - Discounted

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerIA Subscription	Recurring	1/15/2026	12/14/2026	149	Employee Based	\$298.37
The PowerIA Annual subscription provides an agency-specific license for the use of the PowerIA modules for Internal Affairs case management and internal and external complaint management and tracking						
PowerIA Setup	Services			149	Employee Based	\$1,305.00
The one-time implementation fee to build the site includes access to online resources , system configuration training, train the trainer, legacy data import from CSV, user-materials, and an implementation consultant.						
PowerAction Subscription	Recurring	1/15/2026	12/14/2026	149	Employee Based	\$224.12
The PowerAction Annual subscription provides an agency-specific license for the use of the PowerAction modules for collecting, tracking and reporting on actions taken by officers from a standard library of reports, that can be tailored to agency needs.						
PowerAction Setup	Services			149	Employee Based	\$975.00
The one-time implementation fee to build the site includes access to online resources , system configuration training, train the trainer, user-materials, and an implementation consultant.						
PowerVitals Subscription	Recurring	1/15/2026	12/14/2026	149	Employee Based	\$302.50
The PowerVitals Annual subscription provides an agency-specific license for the use the PowerVitals module that provides tracking of indicators, alerts and assistance plans for early indication and intervention of officers by supervisors.						



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El Segundo, CA 90245

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Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerVitals Setup	Services			149	Employee Based	\$1,305.00
The one-time implementation fee to build the site includes access to online resources , system configuration training, train the trainer,user-materials, and an implementation consultant.						
PowerEngage LE Subscription	Recurring	1/15/2026	12/14/2026	149	Employee Based	\$287.10
Automated text message / text survey platform for law enforcement agencies sent based on interaction with a single department. Includes Rules Engine, Survey Builder - about the agency or officers, Measurement Dashboards, Task Creation and Positive Feedback. Includes connection to agency Computer Aided Dispatch (CAD) and Law Records Management System (RMS). Does not include fees, if any, charged by the CAD or RMS vendor.						
PowerEngage LE Setup	Services			149	Employee Based	\$0.00
Includes the onboarding services to assist in the implementation and set up of the PowerEngage product. Includes the workshops and services described in the Statement of Work.						
<b>Bridge Portion - Discounted TOTAL:</b>						<b>\$4,697.09</b>

#### Full Year - Next FY

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerIA Subscription	Recurring	12/15/2026	12/14/2027	149	Employee Based	\$11,392.50
The PowerIA Annual subscription provides an agency-specific license for the use of the PowerIA modules for Internal Affairs case management and internal and external complaint management and tracking						
PowerAction Subscription	Recurring	12/15/2026	12/14/2027	149	Employee Based	\$8,557.50
The PowerAction Annual subscription provides an agency-specific license for the use of the PowerAction modules for collecting, tracking and reporting on actions taken by officers from a standard library of reports, that can be tailored to agency needs.						
PowerVitals Subscription	Recurring	12/15/2026	12/14/2027	149	Employee Based	\$11,550.00
The PowerVitals Annual subscription provides an agency-specific license for the use the PowerVitals module that provides tracking of indicators, alerts and assistance plans for early indication and intervention of officers by supervisors.						
PowerEngage LE Subscription	Recurring	12/15/2026	12/14/2027	149	Employee Based	\$0.00
Automated text message / text survey platform for law enforcement agencies sent based on interaction with a single department. Includes Rules Engine, Survey Builder - about the agency or officers, Measurement Dashboards, Task Creation and Positive Feedback. Includes connection to agency Computer Aided Dispatch (CAD) and Law Records Management System (RMS). Does not include fees, if any, charged by the CAD or RMS vendor.						
<b>Full Year - Next FY TOTAL:</b>						<b>\$31,500.00</b>

**This price does NOT include any sales tax. Total in USD**

#### Additional Terms and Conditions

**License Terms:** Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

**Payment Terms:** All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month





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# NEOGOV

period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

**Terms & Conditions:** This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in the Order Form #Q-403514 dated August 14, 2025 between Madison Police Department (AL) and NEOGOV.

### Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

**Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.**

Accepted and Agreed By Authorized Representative of:  
**Madison Police Department (AL)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Accepted and Agreed By Authorized Representative of:  
**NEOGOV**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

NEOGOV LEGAL  
RM  
2:41 pm, Dec 05 2025

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.**

# NEOGOV™

Subject: NEOGOV Sole Source Letter

Aug 14, 2025

This letter is to confirm that Governmentjobs.com, Inc. (D/B/A NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") is the sole source provider of PowerDMS by NEOGOV, the only software platform designed to recruit, train, equip, and protect employees across their careers. As a result of our investment in innovation and unique expertise working in public safety, we have created one-of-a-kind solutions. A few of the unique properties of the each solution include:

## PowerPolicy

- PowerPolicy uniquely links critical content to state and national standards to alert staff when changes may impact their compliance.
- PowerPolicy helps manage and maintain crucial content including digital signatures and comprehensive workflows.
- PowerPolicy, coupled with PowerStandards, uniquely links critical content to state and national standards to track and maintain continual compliance.
- PowerPolicy offers public-facing linkability for public transparency.
- PowerPolicy offers a fully compatible mobile application that allows full acknowledgment as well as importing documents anytime from anywhere.
- PowerPolicy offers a full integration to most document formats for ease of editing.
- PowerPolicy offers side-by-side comparison across all version's history of documents.
- PowerPolicy offers customized analytics and scheduled delivery reporting.

## PowerTraining

- PowerTraining offers the ability to create custom online courses using videos, PowerPoint presentations, policies, procedures, and more.
- PowerTraining offers the ability to set automatic reminders for employees to renew their mandatory certifications and training courses.
- PowerTraining offers the ability to create custom tests using multiple-choice, short-answer, fill-in-the-blank, and true/false question types.
- PowerTraining offers the ability to collect feedback (via surveys) on training content to measure course effectiveness, engagement, and new opportunities.
- PowerTraining can track and measure training completion with PowerTraining's reporting feature. See which employees need to renew their training credits.
- PowerTraining ensures comprehension of policies and training by attaching a test for your staff to take before acknowledging or completing the content.
- PowerTraining allows staff to submit requests to attend external training or to make the agency aware of a training need.

## PowerRecall

- PowerRecall uses artificial intelligence to create personalized and engaging microlearning flash cards based on policies and job critical documents stored in PowerPolicy, driving knowledge retention and workforce readiness.
- PowerRecall's algorithm (SM-2, © Copyright SuperMemo World, 1991) uses spaced repetition to create personalized learning paths for employees. The algorithm assesses each employee's strengths and weaknesses, ensuring that material requiring more attention is reviewed more frequently, while information already mastered is spaced out over longer periods of time.
- PowerRecall allows organizations to identify gaps in policies and training by tracking employee recall with the system's analytics and reports.

PowerReady

- PowerReady offers a template library that can be configured quickly to make an immediate impact for agencies
- PowerReady offers customizable forms and workflows to align with unique state requirements.
- PowerReady offers the ability to track Probationary and Promotional roles
- PowerReady uniquely integrate to the full PowerPolicy solution to map relevant policies to the program
- PowerReady standardizes the onboarding process by utilizing one platform to track on-the-job/field training, specialized assignments, and promotions of sworn and non-sworn teams and units throughout the agency.

PowerIA

- PowerIA uniquely links critical policies within PowerDMS Policy to internal affairs investigations and complaints
- PowerIA provides departments with the ability to create customized notification letters to employees as per department policy and other agreements.
- PowerIA, coupled with PowerDMS, provides a method for single user management and access across the PowerDMS platform

PowerVitals

- PowerVitals supports officers earlier than traditional alerts and elevates assistance further with an anonymous well-being app
- PowerVitals empowers supervisors with officer indicators, timely alerts, and customizable assistance plans all in one place.
- PowerVitals documents officer indicators and tracks data across agency-defined groups in a user-friendly dashboard to inform decisions.
- PowerVitals is a specialized solution exclusively designed to support public sector organizations in monitoring and managing employee engagement, performance, and well-being. As a fully integrated component of the NEOGOV and PowerDMS software suite, Power Vitals offers seamless interaction with existing HR systems and provides a comprehensive, data-driven approach to employee management that is unmatched in the market.
- PowerVitals is uniquely equipped to handle the specific challenges faced by government agencies, including compliance with regulatory requirements and the need for transparent, real-time insights into workforce health. Its advanced analytics, customizable dashboards, and integrated feedback mechanisms empower organizations to proactively address employee concerns, enhance productivity, and reduce turnover.
- No other solution offers the same level of integration with public sector HR systems, nor the depth of features specifically tailored to meet the needs of government agencies. Given the critical importance of maintaining a healthy and engaged workforce in the public sector, Power Vitals is the only solution that can deliver the necessary tools and insights without the additional costs and complexities associated with alternative products.

PowerAction

- PowerAction streamline reporting for officer actions – from pursuits to use-of-force – with 15 pre-built templates, customizable forms, and limitless agency-defined workflows.
- PowerAction is a comprehensive action management solution specifically designed to meet the needs of public sector organizations. As part of the NEOGOV and PowerDMS software suite, PowerAction provides a seamless and integrated platform for managing and tracking organizational actions, from task assignments to performance evaluations and compliance tracking.



## NEOGOV™

- PowerAction is uniquely tailored to address the complexities of government operations, including the need for rigorous tracking of action items, accountability measures, and compliance with regulatory requirements. Its advanced features, such as automated task management, real-time progress tracking, and detailed reporting, ensure that public sector agencies can efficiently manage and monitor critical tasks and initiatives.

### PowerLine

- PowerLine is an all-inclusive wellness solution made specifically for law enforcement that offers confidential, 24/7 access to a nationwide network of volunteer peers, a cutting-edge content library, dynamic group sessions, and complete anonymity.
- PowerLine is the only wellness solution that allows officers to directly receive positive feedback from citizens they have provided public safety services to via surveys from PowerEngage, reinforcing desired behavior, promoting well-being, and increasing job satisfaction.

### Vetted

- Vetted offers configurable tools that can be adapted to meet the unique needs of different job types. This includes the ability to configure the Personal History Statement (PHS), correspondence, waivers, checklists, and more to fit specific agency requirements.
- Vetted streamlines background investigation processes by being the only background investigations solution that integrates with NEOGOV's applicant tracking system, Insight. With one click, candidates can be sent from the Exam Plan or Referred List in Insight to Vetted, allowing reviewers to assess supplemental questions without needing to log into multiple systems.
- Vetted provides advanced flagging and reporting features to identify potentially disqualifying information. This includes the ability to flag contradictions, request credit checks and social media screenings with ease, and leverage user-friendly dashboards for command staff to approve or deny candidates efficiently. Vetted exclusively leverages First Choice for integrated credit checks and social media screenings.
- Vetted enhances communication and tracking throughout the hiring process. It provides tools to view, send, and track all messages with applicants, store this information for easy reference, and includes configurable waiver templates for various authorization needs.

### PowerEngage

- PowerEngage is the only satisfaction survey supplier that can connect to the Computer Aided Dispatch system without an expensive third-party interface.
- PowerEngage has developed a unique "Positive Feedback Board" that displays comments received from citizens about Communications staff separate from responding officers.
- PowerEngage is the only supplier to create weekly email digests to staff with direct positive feedback received from citizen surveys being connected to the Computer Aided Dispatch system.
- PowerEngage has developed the PowerEngage Positive Satisfaction Score that creates a numeric value of the satisfaction scores received from citizens. PowerEngage can uniquely separate the scores for the 9-1-1 Center from the scores for the Responding Agency.
- PowerEngage acquired the text short code of "CHIEF" which allows citizens to text to that number to take a survey or provide feedback to the Chief of the department.

### PowerStandards

- PowerStandards maps your policies, procedures, and proofs of compliance to your specific accrediting body's standards manual. Our solution is shown to reduce the time it takes to complete a self-assessment or prepare for an onsite by 50% or more when compared to paper-based methods.
- PowerStandards allow you to assign specific tasks, standards, or chapters to subject matter experts throughout your organization.
- PowerStandards allow you to receive automatic alerts when a policy or standards manual is changed in the middle of the accreditation cycle.

This letter confirms that the PowerStandards software assessment tool is the required platform for demonstrating compliance with the accreditation standards of the following programs:

- Commission on Accreditation for Law Enforcement Agencies (CALEA)

NEOGOV retains exclusive control over the distribution and resale of the PowerDMS suite and related professional services. While NEOGOV has authorized resellers, no reseller has blanket authority to distribute or resell PowerDMS products or services without explicit prior consent from NEOGOV. Consequently, NEOGOV remains the sole source from which customers may acquire PowerDMS products and professional services unless otherwise expressly approved by NEOGOV.

In addition, all PowerPolicy training, system documentation, hosting services, information security, and software maintenance for the products listed herein are provided by or through NEOGOV personnel.

Note, this letter is for information purposes only. Recipients are advised to conduct independent analysis to determine whether procurement regulations applicable to their agency permit sole-source procurement.

Please let us know if you require any further information regarding our services.

Sincerely,



Joshua Snyder  
VP of Business Development



**RESOLUTION NO. 2025-396-R****A RESOLUTION AUTHORIZING SOFTWARE LICENSE SUBSCRIPTION WITH  
TRIPMASTER BY CTS SOFTWARE**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to accept on behalf of the City a software license subscription with TripMaster by CTS Software, for the Madison Assisted Ride System and Senior Center transportation systems, according to Quote No. 3674 and Amendment No. 1, said documents to be substantially similar in purpose, intent, and composition to the documents attached to this Resolution. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22<sup>nd</sup> day of December 2025.

---

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

ATTEST:

---

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

APPROVED this \_\_\_\_\_ day of December 2025.

---

*Ranae Bartlett, Mayor*  
City of Madison, Alabama



**For over 30 years, we  
have been dedicated to  
making technology an  
integral and reliable  
asset for transportation  
providers, no matter  
their size.**



**(800) 704-0064** [www.tripmastersoftware.com](http://www.tripmastersoftware.com)

## Customer Driven Software That Works

CTS Software (CTS) is pleased to submit our cost proposal to MARS for your dispatching and scheduling needs. Our company has provided software products, upgrades, and technical support to the public transportation industry since the mid-1990s, and we have a keen understanding of your business, business objectives, and vision of your future. We help you maximize efficiency, grow ridership by enhancing the passenger experience, and support a great work atmosphere for your employees.

Our flagship web-based solution is TripMaster—powerful, flexible, completely scalable, and feature-rich. This proposal includes a suite of effective modules to ensure that we will meet MARS needs now, as your organization's demands change, and goals are met. We've gone to great lengths to design an overall feel and business logic that proves our commitment and dedication to you—plus a 100% satisfaction guarantee.

CTS truly believes—based on knowledge of the industry, coupled with years of service to providers like you—that we are the perfect solution. We are most proud of our family-style commitment to customer service, and our customers will tell you that they appreciate reaching a real live person, who knows them by name, on the phone 24/7 if they ever need help.

In closing, we would again like to thank you for this opportunity. We look forward to a favorable evaluation that ultimately benefits the local communities you serve. Our reasoning for creating effective and efficient solutions comes down to those that need the valuable services provided by transportation providers and enhancing the experience for everyone involved. Thank you for this opportunity and thank you for considering us as your partner for many mutually beneficial years.



# TripMaster

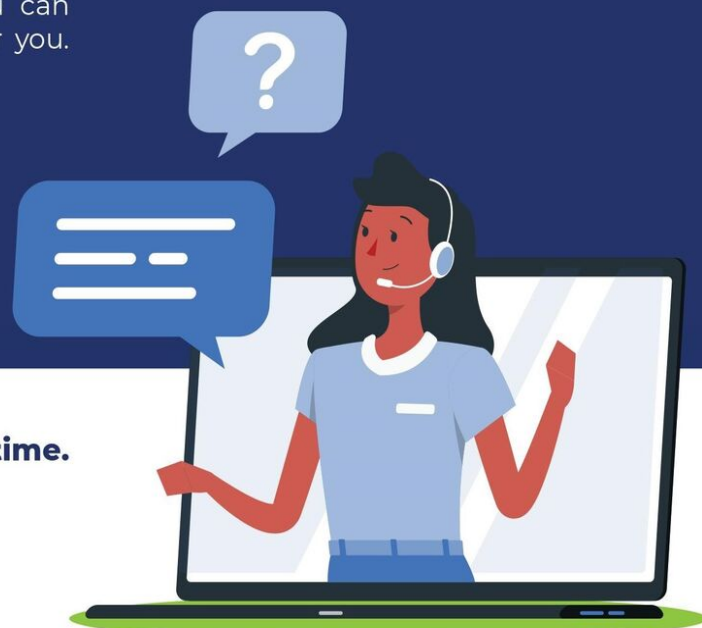
## Technology moving you forward

Technical support is our top priority—you can only do your job if your software works for you. With TripMaster, you can expect:

- 24/7 live, U.S. based representatives
- Same-day responses and solutions
- Complimentary updates and new features

### **TripMaster's platform allows you to incorporate additional features at any time.**

Automated scheduling  
Driver App  
Ride Reminder calls and texts  
Medicaid billing  
Third-party trip broker interfaces  
Vehicle maintenance  
Passenger ticketing  
Camera Solution  
Rider App





## Cost Proposal

**TripMaster by CTS Software**

PO Box 57  
Swansboro, NC 28584  
United States

T: 800-704-0064  
F: 866-244-4351

**Prepared for** MARS  
Raphael Wiley  
100 Hughes Road  
Madison, AL 35758  
United States

T: 256 6926836  
E: raphael.wiley@madisonal.gov

<b>Quote #</b>	<b>3674 v3</b>
<b>Date</b>	<b>06/24/2025</b>
<b>Expires</b>	<b>07/31/2025</b>
<b>Contact</b>	<b>Willow Beaudet</b>

**ACCEPT QUOTE**

# TripMaster Subscription Cost Proposal

## One-Time Fees

Category	Item	Qty	Price	Total
Hardware	<b>TripPass Design, 1000 Passes, In-office Scanner</b>  The purchase of 1000 professionally designed passes including all design fees, printing, and shipping. One in-office QR code scanner with a USB connection shipped and delivered.	1	\$595.00	<b>\$595.00</b>
One-Time Subtotal				<b>\$595.00</b>

## Monthly Fees

Category	Item	Qty	Price	Total
Monthly Fees / Training	<b>Hosting, Backups, and Updates</b>  Allowing CTS to host your database in the Microsoft Azure Cloud guarantees a minimum 99.9% uptime with multiple fail-safes, including a server architecture that incorporates redundant instances of each server, to ensure you always have access to your system. CTS also performs a database backup every 15 minutes, and full-system backups hourly.	1	\$0.00	<b>\$0.00</b>
Monthly Fees	<b>License Fee</b>  Fee per username and password to access your TripMaster database.	4	\$50.00	<b>\$200.00</b>
Monthly Fees	<b>TripMaster Software Base Vehicle Fee</b>  TripMaster Software with reservation management , automated trip optimization for same-day and batch scheduling with customizable profile settings and instant optimization statistics. Driver application, ParaScope, for electronic manifests, real-time vehicle tracking, mobile messages, and pre-and post-trip inspections. Mapping, billing and reporting including a custom report builder.	7	\$90.00	<b>\$630.00</b>
Monthly Fees	<b>TripReminder Fee (1,000 Monthly Calls/Texts)</b>  Customizable passenger trip reminder phone calls or text messages automate a day before reminder and an on-the-way reminder.	1	\$40.00	<b>\$40.00</b>

Category	Item	Qty	Price	Total
Monthly Fees	<b>Where's My Ride Vehicle Fee</b> Enhancement to the TripReminder module. Text message notification to the rider with real-time vehicle location and the real-time estimated time of arrival.	7	\$10.00	<b>\$70.00</b>
Monthly Fees	<b>TripPortal Module Fee</b> Online and app-based (android and IOS) trip booking for passengers and third-party delegates.	1	\$225.00	<b>\$225.00</b>
Monthly Fees / License Fees - Recurring	<b>Map Overlay / Shapefile Management Fee</b> Import and maintain a selection of GIS and SHAPE files from third-party GIS systems.	1	\$50.00	<b>\$50.00</b>
Monthly Fees	<b>TripPass Module Fee</b> Contactless ticketing for digital fare collection, punchcard option, and data range for active use. Physical cards are scanned by the driver application, ParaScope, and/or the use of E-Pass is available.	1	\$250.00	<b>\$250.00</b>
* Recurring fees billed monthly with 0 upfront payment(s).				
Monthly Subtotal				<b>\$1,465.00</b>

## Implementation

### One-Time Fees

Category	Item	Qty	Price	Total
Services / Training	<b>Data Acquisition, Conversion, and Install</b> TripMaster will perform a database conversion of existing data from your current files into your TripMaster database. The converted data will be transferred confidentially, and CTS Software will ensure that appropriate high-level security measures are taken to protect the data's integrity and accuracy.	1	\$0.00	<b>\$0.00<sup>†</sup></b>
Services	<b>Remote System Set-up</b> TripMaster will conduct a series of online webinars using Zoom during the initial system setup phases. Watch and learn from role-based documentation, help videos, short quizzes, and follow-up meetings with your technical trainer to train your end-users and staff. Online training is done for all projects prior to the remote go-live or prior to the onsite training and go-live if added.	1	\$750.00	<b>\$750.00<sup>†</sup></b>
Services / Training	<b>Onsite Training - per day, requires Onsite Travel Expenses to be selected</b> Daily onsite, in-person representation for your technical trainer. Once onsite, your technical trainer(s) will work directly with the licensee's project manager and all other staff by what is known as "job shadowing". We believe in understanding your operation and fitting the software into your world rather than you having to fit into the software.	5	\$700.00	<b>\$3,500.00<sup>†</sup></b>
Services / Training	<b>Onsite Travel Expenses - per trip, requires Onsite Training to be selected</b> Flat rate for each trip requested in order to complete the onsite, in-person training.	1	\$3,000.00	<b>\$3,000.00<sup>†</sup></b>
One-Time Subtotal				<b>\$7,250.00</b>

## Summary



† Non-taxable item

This cost proposal is valid until the expiration date and is entirely confidential.

Taxes and fees will apply unless proof of tax exemption is supplied.

Minimum \$125 monthly fee applies

**Total One-Time** **\$7,845.00 USD**

**Total Monthly** **\$1,465.00 USD**

**ACCEPT QUOTE**

1. All pricing and information provided herein is based on information provided.
2. All prices are in US dollars.
3. Cost proposal is valid for 30 days from the issued date and is completely confidential.
4. Taxes and fees will apply unless proof of tax exemption is supplied.
5. The products provided pursuant to any Purchase Order will be delivered to the Licensee.
6. Responsibility to all risk of loss to the Products, damage and need for replacement hardware will be with the Licensee.
7. The pricing provided assumes that CTS Software will provide:

- All related software
- Hosting services
- Training
- Ongoing Maintenance and Support

8. The pricing provided in this proposal assumes that the Licensee will provide:

- Space, power, a network connection and any necessary IT installation and configuration for all required computer hardware.
- A high-speed internet connection
- Computer hardware
- In-vehicle hardware

## MASTER SERVICES AGREEMENT

This Master Hosted Services Agreement ("**Agreement**"), effective as of the acceptance date of this Cost Proposal (the "**Effective Date**"), is entered into by and between MARS ("**Customer**") and Foxster Opco, LLC, d/b/a CTS Software ("**CTS Software**", "**CTS**"), a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584. The parties agree as follows:

**1. DEFINITIONS.** Capitalized terms used but not defined elsewhere in this Agreement have the meanings set forth below.

1.1 "**Customer Data**" means data and information submitted by or for Customer into the Hosted Services.

1.2 "**Documentation**" means the user guides, technical literature, and functional specifications for the Services, as provided and updated by CTS from time to time.

1.3 "**Hosted Services**" means the applicable software services to be provided by CTS to Customer over the internet through a web browser or other CTS authorized application, as further described and set forth in an Order and this Agreement.

1.4 "**Order**" means an order form specifying the Service(s) and/or Devices to be provided hereunder that is executed by the parties, including any addenda and supplements thereto.

1.5 "**Professional Services**" means any consulting, development, implementation, configuration, training, support, or other professional services that are described in an Order. Hosted Services are not Professional Services.

1.6 "**Services**" means the Hosted Services and Professional Services. "Services" excludes Customer Data.

**2. SERVICES.**

2.1 Orders for Services. CTS will make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable Order. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.

2.2 Orders for Devices. Customer may purchase Devices (as defined in Schedule 2) pursuant to the execution of an Order between the parties. The additional terms set forth on Schedule 2 will apply to such purchases.

2.3 Hosted Services. CTS will provide to Customer the Hosted Services specified in an Order. Customer will identify to CTS, in the manner specified by CTS from time to time, its employees that require access to the Hosted Services. CTS will provide standard support for the Hosted Services to Customer at no additional charge (including new releases, upgrades, updates, patches, and bug fixes as they may, from time to time, be developed and made generally available as part of the Services). CTS will provide the Hosted Services in accordance with the service level agreement set forth in Schedule 1.

**2.4 Professional Services.** If specified in an Order, CTS will provide Professional Services to Customer in accordance with the applicable Order. For example, upgrades to the Hosted Services that are requested and made available for the benefit of the Customer will not be offered at no additional charge. Such upgrades will be quoted by CTS upon written request from the Customer and memorialized in a signed Order for Professional Services. CTS will own any improvements, enhancements, configurations, or other derivative works to the Hosted Services made by CTS in connection with the Professional Services.

**2.5 Service Delivery.** CTS may provide the Services from any facility and may from time to time transfer any or all of the Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Services. CTS may, in its sole discretion, make any changes to any Service that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of CTS' products or services to its customers, (b) the competitive strength of, or market for, CTS' products or services, (c) such Services' cost efficiency or performance, or (ii) to comply with applicable law.

**2.6 Protection and Use of Customer Data.** CTS will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data, as described in the Documentation. Those safeguards will include measures for preventing access, use, modification, or disclosure of Customer Data by CTS personnel except: (a) to provide the Services, prevent or address service or technical problems, or as described herein; (b) as compelled by law in accordance with Section 6.3 (Compelled Disclosure) below; or (c) as Customer expressly permits in writing.

Customer shall protect and maintain the confidentiality of any logins, passwords or other access credential supplied by CTS for use with the Services. Customer is liable for all authorized and unauthorized uses of such account credentials.

### 3. USE OF SERVICES AND CONTENT.

**3.1 Customer Responsibilities.** Customer will: (a) be responsible for its and its contractors' compliance with this Agreement and for all their acts and omissions of as if they were Customer's acts or omissions; (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify CTS promptly of any unauthorized access or use of which Customer becomes aware; (d) use Services only in accordance with this Agreement, any applicable Order, and the Documentation; (e) comply with all laws applicable to Customer's use of the Services; and (f) promptly and fully cooperate with CTS and make the necessary personnel and resources available to CTS for CTS to deliver the Services, as reasonably requested by CTS.

**3.2 Usage Restrictions.** Customer will not: (a) use the Hosted Services outside the licensing metrics set out in the applicable Order (e.g., per user limitations), if any; (b) make any Service available to, or use any Service for the benefit of, anyone other than Customer; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the Services, or include any Service in a service bureau or outsourcing offering; (d) use or permit use of any Service in contravention of Section 3.4 (Prohibited Uses); (e) interfere with or disrupt the integrity or performance of any Service; (f) attempt to gain unauthorized access to any Service; (g) permit direct or indirect access to or use of any Service in a way that circumvents a usage limit; (h) copy a Service or any part, feature, function, or user interface thereof; (i) copy any Service except as permitted herein or in an Order or the Documentation; (j) frame or mirror any part of any Service; (k) access any Service in order to build a competitive product or service; or (l) reverse engineer any Service (to the extent this restriction is permitted by law).

**3.3 Technical Requirements.** Customer will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Customer is responsible for ensuring that such equipment is compatible with the Services and complies with all configurations and specifications provided by CTS, which may be amended from time to time. CTS neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

**3.4 Prohibited Uses.** Customer will not and will not permit others in using the Services to: (a) defame, abuse, harass, stalk, threaten any individual or infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or CTS; (b) distribute any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, or otherwise objectionable material or information (including any unsolicited commercial communications); (c) engage in or encourage any conduct that could constitute a criminal offense or give rise to civil liability for CTS; (d) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Services; (e) transmit or upload any material through the Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing CTS', or any other person's or entity's, network, computer system, or other equipment; (f) interfere with or disrupt the Services, networks or servers connected to the CTS systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Services; (g) attempt to gain unauthorized access to the Services, other CTS customers' computer systems or networks using the Services through any means; or (h) interfere with another person's use of the Services. CTS has no obligation to monitor Customer's use of the Services. However, CTS reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

**3.5 Removal of Content.** If CTS is required by any third-party rights holder to remove any content or information, or receives information that any content or information provided to Customer may violate applicable law or third-party rights, CTS may remove such content or information and/or notify Customer that it must discontinue all use of such content or information, and to the extent not prohibited by law, Customer will do so and promptly remove such content or information from its systems.

### 4. PROPRIETARY RIGHTS AND LICENSES.

**4.1 Reservation.** CTS and its licensors reserve all of their rights, title, and interest in and to the Hosted Services and the Documentation, including all updated, upgrades, or derivative works from the foregoing, and all intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

**4.2 Access to Hosted Services.** Subject to Customer's compliance with this Agreement and any Orders, CTS grants to Customer a non-exclusive, personal, non-transferable, limited license for its employees to access and use the Hosted Services and Documentation solely for Customer's internal business purposes.

**4.3 Customer Data.** As between CTS and Customer, Customer owns the Customer Data. Customer grants to CTS and its subcontractors a non-

exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use, disclose and process Customer Data for any lawful purpose, including but not limited to as reasonably necessary or useful to perform and improve the Services and for the exercise of CTS' rights under this Agreement and for scenarios including but not limited to data sharing to brokers and clearinghouses on behalf of the Customer. Customer warrants to CTS that Customer has the right to grant the foregoing license and provide Customer Data to CTS in accordance with this Agreement. CTS may anonymize and de-identify Customer Data so that it does not identify Customer or any individual, and cannot be used to identify Customer or any individual, for analytical and benchmarking purposes, for the development of new products and services, and to improve CTS' products and services.

## 5. FEES AND PAYMENT TERMS

**5.1 Services Fees.** For the Services provided under this Agreement, Customer will pay CTS the fees in the amounts set forth in the applicable Order. Unless otherwise set forth in the applicable Order, applicable fees will be invoiced to Customer monthly in advance. Fees are non-cancelable and non-refundable. Unless otherwise agreed in an Order, Customer will pay all invoices net 15 days from the date of the CTS invoice. All fees paid and expenses reimbursed under this Agreement will be in United States currency. All standard fees will automatically increase by 3% per year after the one year anniversary of the Effective Date of the Initial Term.

**5.2 Late Fees.** If any invoiced amount is not received by CTS by the due date, then, without limiting CTS' rights or remedies, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). CTS, at its option, may suspend the Services, in whole or in part, if CTS does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

CTS shall be entitled to an award of its reasonable attorney's fees and collection costs in connection with Customer's breach of its payment obligations.

**5.3 Taxes.** CTS Software's invoices for fees will include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes") unless official proof of tax-exempt status is provided.

**5.4 No Offset.** Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

## 6. NON-DISCLOSURE AND CONFIDENTIALITY

**6.1 Definition of Confidential Information.** "**Confidential Information**" means information disclosed by a party to the other party that is designated as confidential or that reasonably should be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of CTS includes the Services and Documentation; and Confidential Information of each party includes the terms and conditions of this Agreement and all Orders (including pricing), as well as information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "**Disclosing Party**" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "**Recipient**" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents. Confidential Information does not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

**6.2 Requirement of Confidentiality.** The Recipient agrees that it will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates', officers, employees, consultants and legal advisors who have a "need to know," who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 6; and (b) use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under this Agreement. The Recipient will promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. The obligations in this Section 6 will survive termination and continue for so long as the applicable information constitutes Confidential Information.

**6.3 Compelled Disclosure.** The Recipient may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Recipient gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

**6.4 Feedback.** Any feedback, comments, suggestions or proposed modifications to the Services provided by Customer to CTS may be freely used by CTS without limitation, notice, or duty of accounting.

## 7. THIRD PARTY SERVICES.

**7.1 Integration with Third Party Services.** The Hosted Services may contain features designed to interoperate with products, applications, or services not provided by CTS (collectively, each a "Third Party Service"). To use such features, Customer may be required to obtain access to such Third Party Service from its provider, and may be required to grant CTS access to Customer's account(s) on such Third Party Service. Customer shall provide, and shall cause the provider of the Third Party Service to provide, CTS with any reasonably requested information and materials needed to integrate the Third Party Service with the Services.

**7.2 Permissions; Disclaimer.** CTS does not warrant or support Third Party Service or other third-party products or services. If Customer chooses to use a Third Party Service with the Services, Customer grants CTS permission to allow the Third Party Service and its provider to access any data (including, without limitation, data that may constitute Confidential Information) provided to CTS in connection with the Services as required for the interoperation of that Third Party Service with the Services. CTS is not responsible for any disclosure, modification or deletion of such data resulting from access by any Third Party Service or its provider. Any acquisition by Customer of a Third Party Service, and any exchange of data between Customer and any Third Party Service or its provider, is solely between Customer and the applicable third-party provider. Further, CTS cannot guarantee the continued availability of any Service features that interoperate with Third Party Service, and may cease providing them without being in breach of this Agreement or entitling Customer



to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Service features in a manner acceptable to CTS.

## 8. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

8.1 Mutual Representations. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

8.2 Services Warranties. CTS represents and warrants that it will provide the Professional Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Hosted Services will conform substantially in accordance with the Documentation under normal use and circumstances. Customer's sole remedy for breach of a warranty in this Section shall be to have CTS use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Customer.

8.3 Customer Warranties. Customer represents and warrants that (a) Customer will use, and will ensure that all users use, each Service in full compliance with this Agreement, CTS' end-user terms of use and all applicable laws and regulations; (b) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by any Service; (c) the provision and use of Customer Data as contemplated by this Agreement and any Service do not and shall not violate any Customer's privacy policy, terms- of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (d) no Customer Data will include social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.4 Disclaimer.

(a) OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 8, CTS SOFTWARE DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER REGARDING THIS AGREEMENT AND THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY CTS SOFTWARE. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. CTS SOFTWARE DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING CTS SOFTWARE.

(b) Customer acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods), (ii) CTS shall not be liable to Customer or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Customer or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and (iii) Customer shall include this paragraph, or the substance thereof, in any agreements between Customer and any third party involving the Hosted Services or other CTS property.

## 9. LIMITATION OF LIABILITY.

9.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO CTS SOFTWARE PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.3 Exceptions. The exclusions and limitations in Section 9.1 and Section 9.2 will not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 6 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 10 (Indemnification).

## 10. INDEMNIFICATION.

10.1 CTS Indemnification. CTS will defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party alleging that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of that third party (each, a "**Claim Against Customer**"), and will pay all settlements entered into and damages awarded against Customer as a result of a Claim Against Customer; provided, however, that CTS will have no obligations under this Section 10.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to CTS; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by CTS in writing; (c) any modifications or changes made to the Services by or on behalf of any person or entity other than CTS; (d) the use of any version of the Hosted Services other than the most current release made available by CTS; (e) Customer Data; or (f) Customer's breach of this Agreement, the Documentation, or the applicable Order(s). If a Service, or any part thereof, becomes, or in the opinion of CTS may become, the subject of a claim of infringement or misappropriation, CTS may, at its option: (x) obtain a license for Customer's continued use of that Service in accordance with this Agreement; (y) replace or modify the Services so that they are no longer claimed to infringe or misappropriate; or (z) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Service.

10.2 Customer Indemnification. Customer will defend CTS and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party: (a) alleging that any information or materials provided by Customer (including Customer Data), or CTS' receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of that third party; (b) arising

from Customer's breach of Section 3.2; (c) arising from Customer's failure to comply with applicable law; or (d) arising in connection with any event described in Section 8.4(b) or any from a dispute between Customer and any customer of Customer (each of (a) – (d), a **"Claim Against CTS Software"**) and will pay all settlements entered into and damages awarded against CTS as a result of a Claim Against CTS.

**10.3 Indemnification Procedures.** The party seeking indemnification hereunder will promptly notify the indemnifying party in writing of a claim for which it seeks indemnification hereunder and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party will immediately take control of the defense and investigation of the claim and will employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party will not settle any claim hereunder in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.2 will not relieve the indemnifying party of its obligations under this Section 10.3 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

## 11. TERM AND TERMINATION.

### 11.1

**Term**. This Agreement will commence on the Effective Date and will continue until the time which the last active Order has terminated or expired. The term of each Order will be specified in the applicable Order.

(a) **Termination.** Without prejudice to any other remedies and in addition to any other termination rights herein, this Agreement may be terminated by either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party, with a material breach including Customer's failure to pay, when due, any fees due to CTS.

**11.2 Effect of Termination or Expiration.** Upon termination of this Agreement for any reason: (a) all Orders hereunder will terminate, and all rights and licenses granted by CTS hereunder to Customer will immediately cease; and (b) Customer will immediately cease use of any Services and, within thirty (30) days after termination or expiration of this Agreement, return to CTS or, at CTS' written request destroy, all CTS Confidential Information in Customer's possession or control. The following sections of this Agreement will survive its termination or expiration: Section 1 (Definitions); Section 3.5 (Removal of Content); Section 4.1 (Reservation); Section 4.3 (Customer Data); Section 5 (Fees and Payment Terms); Section 6 (Non-Disclosure and Confidentiality); Section 8.3 (Disclaimer); Section 9 (Limitation of Liability); Section 11.2 (Effect of Termination); Section 11.3 (Portability and Deletion); and Section 12 (General).

**11.3 Portability and Deletion.** If Customer requests in writing within 30 days after the effective date of termination or expiration of this Agreement: (a) CTS will make Customer Data available to Customer for export or download and (b) CTS will return to Customer all Customer Confidential Information other than Customer Data in CTS' possession or control. After that 30-day period, CTS will have no obligation to maintain or provide any Customer Confidential Information, and will thereafter delete or destroy all copies of Customer Confidential Information in its systems or otherwise in its possession or control, unless legally prohibited.

## 12. GENERAL.

**12.1 Governing Law.** This Agreement will be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. In the event any litigation or other action to enforce the terms and conditions hereof is commenced by either party to enforce this Agreement, such litigation or action will be filed and litigated only in a court of competent jurisdiction located in the State of North Carolina. Each party waives any and all rights to have this action brought in any place other than the State of North Carolina.

**12.2 Delay in Performance.** If CTS' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, CTS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and CTS' obligation to perform will be extended by the same number of days as Customer's contingent action is delayed.

**12.3 Conflicting Terms in Customer Purchase Orders.** Notwithstanding the content of any Customer purchase order or any other document or record generated by Customer (other than an executed Order), whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement will govern and any conflicting, inconsistent, or additional terms contained in such documents will be null and void.

**12.4 Notice.** All communications required or otherwise provided under this Agreement will be in writing and will be deemed given when delivered (a) by hand, (b) by registered or certified mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service; to the address set forth for the applicable party on the first page of this Agreement, as may be amended by the party by written notice to the other party in accordance with this Section 12.4.

**12.5 Assignment.** Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign this Agreement, in whole, to a successor of all or substantially all of the assets of that party through merger, reorganization, consolidation or acquisition. If a party makes any attempted assignment, transfer or other conveyance in violation of the foregoing, the attempted assignment, transfer, or other conveyance will be null and void.

**12.6 Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same may not apply a presumption that the terms of this Agreement will be more strictly construed against one party than against another.

**12.7 Severability.** In case any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

**12.8 Entire Agreement.** This Agreement, including the schedules and exhibits hereto and Orders entered hereunder, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

## 12.9

Publicity. Customer agrees to serve as a customer reference for CTS. Additionally, Customer shall permit CTS to feature Customer in a press release upon execution of this Agreement and shall permit CTS to feature Customer in marketing materials following the implementation of the Hosted Services. CTS and Customer agree to collaborate on public announcements and marketing materials, and shall refrain from issuance or distribution of marketing materials without first obtaining the prior written consent of the other party, which shall not be unreasonably withheld.

12.10 Amendment; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. 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.

12.11 Export. Customer shall not itself, or permit any third party, to, export, re-export or release, directly or indirectly, the Services to any country, jurisdiction or individual person to which the export, re-export or release of the Service (a) is prohibited by applicable law and associated regulations or (b) without first completing all required undertakings, including obtaining any necessary export license or other governmental approval. Customer indemnify and hold CTS harmless from any breach of this section.

12.12 Force Majeure. Neither party will be liable for delay or failure in performing any of its obligations (other than payment obligations) hereunder due to causes beyond its reasonable control, including an act of God, war, natural disaster, governmental regulations or orders, epidemics or pandemics, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

12.13 Equitable Relief. Each party acknowledges that a breach by a party of Section 3.2 (Usage Restrictions) or Section 6 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies will not be deemed to be exclusive but will be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

12.14 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and, except as expressly set forth in Section 10 (Indemnification), nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

12.15 Relationship of Parties. Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party will have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

12.16 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

WITH THE INTENT TO BE BOUND, the parties have executed this Agreement as of the Effective Date.

Foxster Opco, LLC dba CTS Software



Signature:

Printed Name: Adam Fox

Title: CEO

## Schedule 1

### Service Level Agreement

**Service Levels.** Subject to the terms and conditions of this Agreement, CTS will use commercially reasonable efforts to make the Hosted Services Available (as defined below) at least ninety-nine percent (99.0%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below in this Section 0 (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Hosted Services to meet the Availability Requirement. "**Available**" and "**Availability**" mean the Hosted Services are available for access and use by Customer. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither will the Hosted Services be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer to access or use the Hosted Services that is due, in whole or in part, to any: (a) access to or use of the Hosted Services by Customer, or using Customer's access credentials, that does not strictly comply with this Agreement; (b) Customer's delay in performing, or failure to perform, any of its obligations under this Agreement; (c) Customer's Internet connectivity; (d) force majeure event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by CTS pursuant to this Agreement; (f) scheduled downtime for routine maintenance of which CTS has provided Customer at least 72 hours' prior notice via email or through the Hosted Services; or (g) disabling, suspension or termination of the Services pursuant to the Agreement.

## Schedule 2

## TripView Terms and Conditions

This schedule (this "**Schedule**") forms part of the Agreement executed between Foxster Opco, LLC, d/b/a CTS Software ("**CTS Software**", "**CTS**", "**we**", "**our**", or "**us**") and MARS ("**Customer**", "**you**", or "**your**"), and governs any purchases of Devices made pursuant to an Order issued under the Agreement. This Schedule only applies if the Customer purchases TripView, as indicated in the Order or is subsequently purchased via an Amendment to this Agreement. All capitalized terms not defined herein shall have the meaning provided in such Agreement. To the extent of any conflict between this Schedule and the rest of the Agreement, this Schedule shall control.

### 1. DEFINITIONS.

1.1 "**Device**" means the hardware (and associated firmware) that works with the Services and shipped and installed by us and any Updates to that firmware.

1.2 "**Documentation**" means our then current electronic or printed content describing the functions, features, specifications or certifications of the applicable software or product made available by us. Documentation excludes all proposals, demonstrations and marketing, sales and training materials.

1.3 "**Support**" means our then current standard support services made generally available to users of the Devices.

1.4 "**Updates**" means maintenance releases, error corrections, additions, changes, modifications, extensions, new versions and new release of software or firmware, excluding new products, services, features or functionalities we elect to sell separately.

### 2. DEVICES.

2.1 Use. During the Order Term subject to commercial availability and your timely payment and full compliance with the terms of the Agreement, we will deliver to you Devices that can be used with the Services for your own business purposes in accordance with the Documentation.

2.2 Device Term. You are financially obligated to pay for at least 45 months from the effective date of our acceptance of your order for such Devices, whether pursuant to an Order or otherwise (the "Device Term"). If the Order Term expires prior to the end of a Device Term, the Order Term will be automatically extended until the expiration of the last Device Term.

2.3 Additional Orders. We will provide to you the Devices pursuant to this Schedule and the terms of the applicable Order. You may order additional Devices by providing us with a written request or purchase order, so long as such Device is commercially available. All additional purchase orders must be in writing and accepted by us. Once accepted by us, additional purchase orders will become part of and are incorporated into your original Order for Devices and are subject to the terms and conditions set forth herein and the Agreement.

2.4 Wireless Network or Satellite Changes; Equipment Updates. Over time, wireless network or satellite provider requirements may change and Devices may need to be upgraded to accommodate such changed requirements. You may be responsible for costs related to any such Device updates, if applicable. For any Device that is not upgraded, we cannot provide assurance that the Service will continue to be available. We will notify you in writing as soon as reasonably practicable after receiving notice from the wireless network or satellite provider that updates will be required. Our solutions include cellular connectivity.

2.5 Reasonable Use. Our ability to provide the Services is conditioned on your Reasonable Use of the Devices. "**Reasonable Use**" means: i) unlimited use for standard telematics, GPS and location data, and engine and accelerometer events; and ii) for any other purpose, use of the Service (a) at a level not to substantially exceed the average usage of all customers of the Service as determined on an hourly, daily or monthly basis and (b) that in CTS' reasonable discretion does not degrade the Service or impact our other customer's ability to access and utilize the Service. The Service is not intended to be, and shall not be, used with equipment, systems, or non-CTS approved applications that drive continuous heavy traffic or data sessions. We reserve the right to throttle down or otherwise limit the transfer of data by any Device if usage by a Device restricts, inhibits, disrupts, degrades or impedes our ability to deliver and monitor the Service, backbone, network nodes, and/or other network services provided, however, we shall notify you in advance of such action and the parties shall work together in good faith to resolve the issue prior to CTS taking any such action. Notwithstanding the foregoing, we reserve the right to take unilateral action and immediately throttle down or otherwise take any and all actions, including termination or suspension of the offending Device, limiting throughput or amount of data transferred by you, or requiring you to pay additional fees, if CTS reasonably believes interference or material impairment to CTS' network is imminent and immediate action is necessary, until such issue is resolved.

2.6 Lost Devices. During the Order Term, you will be responsible for the total replacement cost if a Device is lost. You will also be responsible for shipping, installation and device costs in the event a replacement is needed.

2.7 Updates. We will, when reasonably practical, cause Updates to automatically install over the air to the Device firmware.

3. **FEES**. The fees set forth in an Order will be invoiced directly by us as set forth in the Agreement (unless you arrange to pay the fees by credit card).

4. **WARRANTIES**. During the Order Term, we warrant that our Support will allow the Devices that we install to operate as substantially described in the applicable Documentation ("**Good Working Order**") provided that the Device has been Updated (if applicable, in accordance with Section 2.8 above) and has not been subject to misapplication, misuse, modification, improper use with other software, damage, or negligence. Repair or replacement is your sole and exclusive remedy for this warranty. Removal and return of the Device that is not in Good Working Order will be at your expense and risk of loss. The failed Device must be received by us within 45 days of issuance of a return materials authorization ("**RMA**") number or you may be invoiced the Non-returned Fee as set forth in Section 5.1 below. Following issuance of the RMA number, we will advance replace the failed Device by shipping to you, at our expense, a replacement Device, which may be refurbished. We do not warrant or support any third party owned products provided to you under an Order (you must contact and pay that third party owner directly for any available support).

### 5. EARLY TERMINATION.

5.1 Fees. The Devices will remain our property until the natural expiration of its applicable Device Term and subject to payment of all fees for its use. Notwithstanding any other provision of the Agreement, if any Device Term is terminated early for any reason (including but not limited to any termination of the Agreement or an Order), you are responsible for and shall pay (a) with respect to each Device Term terminated early, the monthly fees payable to us for the Device multiplied by the number of months remaining in the Device Term for such Device and (b) all costs associated with the de-installation and return

shipping of such Devices (collectively, the **"Early Termination Fee"**). Early Termination Fees are liquidated damages, are not a penalty but a reasonable estimation of our damages in the event of an early termination and are a part of our rates.

5.2 **Survival.** The rights and obligations under Sections 1, 2, 3, 5, 6, and 7 survive any expiration or termination of this Agreement.

**6. LIMITATIONS OF LIABILITY.** Our entire liability and your sole and exclusive remedies for any damages whether in contract, tort or otherwise arising from this Schedule are: (i) for breach of warranty for the Devices, the repair and replacement remedies in Section 5; and (ii) for claims other than in subsection (i), the direct damages proven in an amount not to exceed the amount paid by you for the Devices in the 30 day period immediately preceding the date on which the claim arose. We have no liability for any Device that was not installed by us.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND THE UNDERLYING WIRELESS CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING WIRELESS CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

**7. NO RIGHT TO DISTRIBUTE, RESELL, OR REMARKET.** You have no right under this Schedule and agree not to act as a distributor, reseller, or remarketer of the Devices without our prior written consent. We and our licensors retain all right, title and interest in and to the Devices, and other services provided under this Schedule, including but not limited to all copyright, patent, trade secret and other intellectual or proprietary rights. You may not remove any copyright notices or any confidential or proprietary legends.

## ORDER

### GENERAL INFORMATION.

Order Term: Immediately from Effective Date, and auto-renewing for additional 1 (one) month periods unless a party notifies the other in writing of its intent to non-renew at least 30 days prior to the next Order Term.

This Order (the **"Order"**) is made and entered into as of the Cost Proposal acceptance date known as the **"Effective Date"** by and between Foxster Opco, LLC, dba CTS Software (**"CTS Software"**, **"CTS"**, **"Licensor"**, **"we"**, **"our"**, or **"us"**) and MARS (**"Customer"**, **"Licensee"**, **"you"**, or **"your"**). This Order is governed by the terms and conditions of the Master Services Agreement (the **"Master Contract"**) executed between the parties and all capitalized terms not defined herein shall have the meaning provided in such Master Contract.

### 1. MAINTENANCE AND SUPPORT FEES:

1.1 The Licensee's chosen software, services, monthly fees, annual fees and upfront fees if applicable are identified in the Cost Proposal.

1.2 Beginning on the Effective Date, Licensor will submit the monthly invoice via email on the first day of each month, and such fees must be paid by the fifteenth (15) day of the month in order to prevent suspension of service for the following month.

(a) Payments not received by the due date will be subject to late fees and suspension of system access.

1.3 Under terms of the Agreement, the Licensor will charge Licensee an additional fee per vehicle per month if the number of vehicles exceeds that noted on the Cost Proposal if applicable.

1.4 Under terms of the Agreement, the Licensor will charge Licensee an additional price per License/User ID per month if the number of licenses exceeds that noted on the Cost Proposal if applicable.

1.5 Full pricing and other details for any fees described in this Order are set forth in the Cost Proposal

1.6 Pricing is valid for 30 days post the Effective Date of this Order and will be reevaluated at the time of contract renewal.

1.7 All applicable sales and use tax will be applied in addition to the fees listed on the Cost Proposal unless official proof of tax exemption is supplied.

### 2. IMPLEMENTATION:

2.1 Licensor shall provide online setup and support services to Licensee unless onsite training has been selected and noted on the Cost Proposal. Up to five (5), one (1) hour, remote training sessions are included in the System Set-Up fee shown on the Cost Proposal. This fee is nonrefundable. Online training and support services will be provided remotely, as determined by Licensor in its sole and exclusive discretion. Charges for such services shall be billed at the rate and quantity defined on the Cost Proposal.

2.2 Onsite training is also available and charges for such services shall be billed separately at the rates shown on the Cost Proposal.

2.3 Retraining of Licensee's employees shall be charged at Licensor's rate of \$150 per hour with a one-hour minimum and will include reimbursement by Licensee of any and all expenses incurred by Licensor in connection therewith. Such charges shall be charged and billed separately and are in addition to all other charged fees.

### 3. ADDRESS FOR NOTICES:

**For Foxster Opco, LLC dba CTS Software ("Licensor"):**

Foxster Opco, LLC dba CTS Software

Post Office Box 57

Swansboro, North Carolina 28584





## Cost Proposal

Attn: Adam Fox, President

(910) 290-6300

Licensor has the right to change the address for notifications by notifying Licensee in accordance with the notice provisions of the Agreement.



## **AMENDMENT NO. 1**

### **TO MASTER HOSTED SERVICES AGREEMENT**

#### **(TripMaster by CTS Software – Quote #3674 v3)**

This Amendment No. 1 (“Amendment”) is made and entered into by and between Foxster Opco, LLC d/b/a CTS Software (“CTS”) and City of Madison, a municipal corporation (“Customer”), and amends the Master Hosted Services Agreement incorporated within the Accepted Quote, TripMaster by CTS Software – Quote #3674 v3 (the “Agreement”).

This Amendment is effective as of the date last signed below (“Amendment Effective Date”). Except as expressly modified herein, all terms and conditions of the Agreement remain unchanged and in full force and effect.

#### **1. Amendment to Customer Name**

1.1 All references in the Agreement to “MARS” as Customer are hereby deleted and replaced with: “City of Madison, a municipal corporation”

#### **2. Amendment to Section 5 — Fees and Payment Terms**

2.1 Section 5.1 – Customer will pay all invoices net thirty (30) days from the date of the CTS invoice.

2.2 Section 5.3 – Taxes. Customer is a tax-exempt municipal corporation and shall not be charged sales, use, or similar taxes for the Services upon submission of valid proof of exemption.

#### **4. Amendment to Section 11.1 — Term**

4.1 The following verbiage is added as subsection (b): Notwithstanding the foregoing, the Customer may cancel the Agreement upon thirty (30) days’ written notice in the event of non-appropriation of funding for this Agreement by the City Council.

#### **5. Amendment to Section 12.1 — Governing Law and Venue**

5.1 The Agreement will be governed by and construed in accordance with the internal laws of the State of Alabama... Any litigation or action to enforce this Agreement shall be brought exclusively in a court of competent jurisdiction located in the State of Alabama.

#### **6. Amendment to Section 10. – Indemnification**

6.1. The entirety of verbiage in this section is replaced with the word, “Reserved.”



7. General Provisions

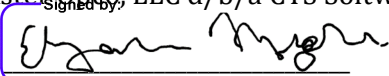
No Other Changes. Except as expressly amended herein, the Agreement remains in full force and effect.

Conflict. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment will control.

Counterparts. This Amendment may be executed electronically or in counterparts.

SIGNATURES

Foxster Onco, LLC d/b/a CTS Software

Signed by:  
By:   
C6344CC92BBA45C...

Name: Adam Fox

Title: Chief Operating Officer

Date: 12/12/2025

City of Madison, a municipal corporation

By: \_\_\_\_\_

Name: Raphael Wiley

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## RESOLUTION NO. 2025-415-R

### RESOLUTION TO AWARD BID NO. 2025-022-ITB FOR PALMER PARK LOWER QUAD LED LIGHTING PROJECT

**WHEREAS**, in accordance with Alabama’s Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2025-022-ITB for the Palmer Park Lower Quad LED Lighting Project (herein “the Project”); and

**WHEREAS** all sealed Bids were timely submitted, opened, and read on or about December 17, 2025, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

**WHEREAS**, after a complete review and consideration of all Bids submitted, City staff has informed the City Council that **Big River Electric, Inc.**, is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

**WHEREAS**, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **Big River Electric, Inc.**, on behalf of the City;

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

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

**SECTION 2.** That award of this Project is hereby made to **Big River Electric, Inc.** as the lowest responsive, responsive bidder in the Bid amount of **ninety thousand dollars and zero cents (\$90,000.00)**, such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

**SECTION 3.** That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Big River Electric, Inc.**, of the City’s intention to award and are also authorized to proceed with review, completion, and submittal of all contractual matters required by those plans and specifications agreed upon.

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

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

**SECTION 6:** That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Big River Electric, Inc.**, in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

**READ, PASSED, AND ADOPTED** this 22<sup>nd</sup> day of December 2025.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of December 2025.

\_\_\_\_\_  
**Ranae Bartlett, Mayor**  
**City of Madison, Alabama**

City of Madison, Alabama  
 Bid Number: 2025-022-ITB  
 Project: Palmer Park Lower Quad LED Lighting  
 Issued: November 19, 2025



## BIDDER PRICING SHEET

**BIDDER NAME:** Big River Electric, Inc.

**ADDRESS:** 5945 HWY 72

**CITY/STATE/ZIP:** Killen, AL. 35645

**Total Bid Amount:** \$ 90,000.00

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

12/16/2025  
 Date

Jeffrey E. Talbot  
 Signature of Authorized Representative



2025-022-ITB / Palmer Park Lower Quad LED Lighting  
Issued November 19, 2025

BID TABULATION

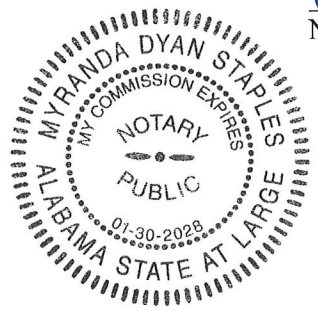
BIDDER NAME	Big River Electric, Inc.	Complete Construction, LLC	Gridco, Inc.
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y
BID BOND	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y
ACKNOWLEDGED ADDENDUM #1	Y	Y	Y
TOTAL BID AMOUNT	\$90,000.00	\$143,000.00	\$293,220.00

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

Alicia Walden  
Alicia Walden  
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 17<sup>th</sup> day of December, 2025.

Myranda Dyan Staples  
Notary Public



**RESOLUTION NO. 2025-416-R**

**AUTHORIZING A LICENSE AGREEMENT WITH CAN PLAY ADAPTED PROGRAMS  
FOR USE OF PROGRAM MATERIALS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Licensing Agreement (“Agreement”) with Can Play Adapted Programs, for the use of Can Play’s curriculum, trademarks, logos, and branding materials in connection with the implementation and promotion of the adapted sports and recreational programs through the City of Madison Parks & Recreation Department, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “License 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 Can Play Adapted Programs in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22<sup>nd</sup> day of December 2025.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of December 2025.

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama



## Can Play Curriculum and Brand Licensing Agreement

**This Curriculum and Brand Licensing Agreement ("Agreement")** is made and entered into as of \_\_\_\_\_, by and between **Can Play Adapted Programs**. ("Licensor") and **City of Madison Parks & Recreation, 8324 Madison Pike Madison, AI 35758**. ("Licensee").

### 1. Purpose

The purpose of this Agreement is to grant the Licensee the right to use Can Play's curriculum, brand, and related materials for the implementation and operation of adapted sports and recreational programs.

### 2. Grant of License

**2.1 Curriculum License:** Licensor grants Licensee a non-exclusive, non-transferable license to use Can Play's curriculum, including lesson plans, instructional materials, and program guidelines.

**2.2 Brand License:** Licensor grants Licensee a non-exclusive, non-transferable license to use Can Play's trademarks, logos, and branding materials in connection with the implementation and promotion of the adapted sports and recreational programs.

### 3. Term

This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be renewed for additional one-year terms upon mutual agreement of both parties.

### 4. Licensee Obligations

**4.1 Compliance with Curriculum:** Licensee agrees to implement and operate the programs in accordance with the curriculum provided by Licensor, ensuring all adaptations and guidelines are followed.

**4.2 Brand Usage:** Licensee agrees to use Can Play's trademarks and branding materials solely in connection with the promotion and operation of the programs and in a manner that maintains the integrity and reputation of the Can Play brand.

**4.3 Reporting:** Licensee agrees to provide Licensor with regular reports on program implementation, participant feedback, and other relevant data as requested by Licensor.

## 5. Licensor Obligations

**5.1 Curriculum Updates:** Licensor agrees to provide Licensee with updates to the curriculum as they become available.

**5.2 Support:** Licensor agrees to provide reasonable support to Licensee, including training and guidance on program implementation and brand usage.

## 6. Fees and Payment

**6.1 License Fee:** The Licensee will pay the Licensor a \$2,500 license start-up fee (fee waived due to an equity grant) and a \$1,000 annual fee at the beginning of the program.

**6.2 Additional Costs:** Licensee is responsible for all costs associated with the implementation and operation of the programs, including but not limited to materials, staffing, and facilities.

## 7. Intellectual Property

Licensee acknowledges that Can Play's curriculum, trademarks, logos, and all related materials are the exclusive property of Licensor. Licensee shall not claim any ownership rights to these intellectual properties and shall not use them for any purpose other than as expressly permitted by this Agreement.

## 8. Termination

**8.1 Termination for Convenience:** Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

**8.2 Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of notice of the breach.

## 9. Indemnification

To the extent allowed by law, Licensee agrees to indemnify and hold harmless Licensor from any and all claims, liabilities, damages, and expenses (including reasonable attorney's fees) arising out of or related to Licensee's negligent, willful, wanton, or reckless implementation and operation of the programs.



10. Miscellaneous

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

10.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

10.3 **Amendment:** This Agreement may only be amended in writing signed by both parties.

10.4 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.5 **Assignment:** Licensee may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Licensors.

IN WITNESS WHEREOF, the parties hereto have executed this Curriculum and Brand Licensing Agreement as of the Effective Date.

Can Play Adapted

By: \_\_\_\_\_  
Name: Melissa Clarke-Wharff  
Title: Founder  
  
Date: \_\_\_\_\_

[Licensee Name]

By: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

INVOICE # 20120035

# Can Play Adapted

6500 Grand Ave. West Des Moines, IA 50266  
515-421-4021

Date

BILL TO

Att: Marisa Estrada  
8324 Madison Pike Madison, AL

FOR  
2025 Licensee

Details

AMOUNT

2025 Can Play Adapted License

\$1,000.00

TOTAL \$1,000.00

Thank you for your support of Can Play. #Where Play Has No Limits

Question, please contact Melissa Clarke Wharff: melissa@can-play.org