



Agenda

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

6:00 PM
Council Chambers
May 26, 2026

AGENDA NO. 2026-10-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Ethan Ryan of Midtown Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2026-09-RG, dated May 11, 2026

B. Minutes No. 2026-04-WS, dated May 11, 2026

7. PRESENTATIONS AND AWARDS

A. Madison Fire Promotion for Driver Tyler King

B. Presentation by Warren Averett on the results of the FY 2025 City Audit, Single Audit and BallCorps Special Procedures

8. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to citycouncil@madisonal.gov

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Resolution No. 2026-180-R: Declaring duty weapon and police badge issued to Captain Terrell Cook as surplus and authorizing that they be given to him upon his retirement
- B. Resolution No. 2026-186-R: Declaring surplus and authorizing the disposal of obsolete personal property formerly used by the Fire Department pursuant to Section 16-108 of the Code of Ordinances of the City of Madison
- C. Resolution No. 2026-188-R: Declaring surplus and authorizing the sale of personal property formerly used by the Fire Department through Govdeals pursuant to Section 16-107 of the Code of Ordinances of the City of Madison
- D. Resolution No. 2026-197-R: Authorizing an agreement with AARP for the acceptance of 2026 AARP Community Challenge Grant funding in the amount of \$25,000
- E. Resolution No. 2026-198-R: Authorizing one-year network and cybersecurity support services renewal with White Rhino Security for both new and existing City facilities (\$16,000 to be paid from Information Technology Department budget)
- F. Resolution No. 2026-199-R: Authorizing one-year network security subscription renewal with Unico Technology in the amount of \$12,610.76 (to be paid from Information Technology Department budget)
- G. Acceptance of 10% profit in the amount of \$300.00 from V. Harp d/b/a Vacations by Val Travel Group for Savannah, Jekyll Island and Beaufort with Diamond Tours

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 DAVID BIER

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

COUNCIL DISTRICT NO. 6 ERICA WHITE

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

- A. **Proposed Ordinance No. 2026-122:** Zoning certain property owned by Jillian and Nicholas Holland consisting of 0.35 acres and located at 225 Nancy Road, west of Slaughter Road and south of Lynn Drive, R-1B upon annexation (First Reading 4/13/2026)
- B. **Resolution No. 2026-190-R:** Request for a Restaurant Retail Liquor License from Connor Concepts Inc., doing business as The Chop House, for their location at 160 Graphics Drive, Madison, AL 35758
- C. **Resolution No. 2026-189-R:** Public Hearing on Order to Demolish the Madison Inn & Suites located at 8716 Madison Boulevard

13. DEPARTMENT REPORTS

BUILDING

- A. **Proposed Ordinance No. 2026-176:** Authorizing an amendment to Appendix A, Fee Schedule, of the Code of Ordinances, City of Madison, Alabama, to add a weed abatement administrative fee (Increase from \$247.00 to \$361.74) (First Reading 05/11/2026)

CITY CLERK

- A. **Resolution No. 2026-194-R:** Authorizing Amendment No. 1 to the Master Agreement for Open Records Request tracking software with JustFOIA, Inc., an affiliate of MCCi, LLC, in the amount of \$9,024.88 for the initial term, with annual renewal costs beginning at \$10,250 subject to annual adjustment pursuant to the agreement (to be paid from City Clerk-Treasurer Department budget)

ENGINEERING

- A. **Resolution No. 2026-187-R:** Authorizing Amendment No. 1 with Sweeping Corporation of America for a 5% adjustment of their current contract due to ongoing market conditions, including a significant increase in oil and fuel costs (\$3,248.25 to be paid from Stormwater Fund)
- B. **Resolution No. 2026-200-R:** Authorizing a Professional Service Agreement with Mullins, LLC, for surveying and design services for Project No. 26-012 Greenway Trail Extension along Town Madison Boulevard and Graphics Drive in the amount of \$93,500 (to be paid from Engineering Department budget)

FACILITIES AND GROUNDS

- A. **Resolution No. 2026-191-R:** Awarding Bid No. 2026-006-ITB for the Retaining Wall at Toyota Field West Parking Lot to Miller & Miller, Inc. in the amount of \$438,534.80 (to be paid from Stormwater Fund)
- B. **Resolution No. 2026-195-R:** Approving a Professional Services Agreement with J.M. Phillips Engineering, LLC, for civil engineering design services for the proposed improvements to the entrance for the Madison Wellness Center in the amount of \$37,625 (to be paid from Facilities and Grounds Department budget)
- C. **Resolution No. 2026-196-R:** Approving a Professional Services Agreement with J.M. Phillips Engineering, LLC for civil engineering design services for the proposed improvements to the softball fields at the Madison Wellness Center, in the amount of \$16,100 (to be paid from Fund 38)

INFORMATION TECHNOLOGY

- A. **Resolution No. 2026-193-R:** Authorizing a three-year subscription agreement with WoW! Business for internet and cable TV services for the Animal Control Facility located at 400 Celtic Drive, Suite A in the amount of \$400 per month/\$4,800 per year (to be paid from IT Department budget)

LEGAL

- A. **Ordinance No. 2026-201:** An Ordinance Establishing Regulations Concerning Short-Term Rentals (First Reading)

PLANNING

- A. Proposed Ordinance No. 2026-123:** Assenting to the annexation of property located at 225 Nancy Road, west of Slaughter Road and south of Lynn Drive, into the City of Madison (First Reading 04/13/2026)
- B. Proposed Ordinance No. 2026-170:** Vacation of a utility and drainage easement located within 131 W Dublin Drive (First Reading 05/11/2026)
- C. Resolution No. 2026-174-R:** Setting a Public Hearing on Proposed Ordinance No. 2026-175, amending the Zoning Ordinance to allow Short-Term Rentals (First Publication 6/3/2026; Second Publication 6/10/2026; Third Publication 6/17/2026; Public Hearing 6/22/2026)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2026-09-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
May 11, 2026**

The Madison City Council met in regular session on Monday, May 11, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Maura Wroblewski.

Pastor John Dees from The CrossPointe Church provided the invocation followed by the Pledge of Allegiance led by Maura Wroblewski.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Deputy Revenue Officer Ivon Williams, City Attorney Megan Zingarelli, Assistant Attorney Shelby Morris, City Engineer Michael Johnson Information Technology Director Chris White, Information Technology Support Technician Wess Baugh, Communications and External Affairs Officer Samantha Magnuson, Police Chief Johnny Gandy, Economic External Affairs Officer James Manasco, Director of Human Resources Kelly Bracci, Fire Chief Brandy Williams, City Engineer Michael Johnson, Finance Director David Lawing, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Holly Shelton, Dustin Shelton, Ed Peters, Cathy Peters, Jocelyn Broer, Phillip Domen, Opie Balch, Shelton Torbert, Scott Motz, Gwen Yancey

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2026-08-RG DATED APRIL 27, 2026

*Minutes No. 2026-09-RG
May 11, 2026
Page 1 of 12*

Council Member Jackson moved to approve Minutes No. 2026-08-RG. Council Member White seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2026-01-SP DATED APRIL 17, 2026

Council Member Bier moved to approve Minutes No. 2026-01-SP. Council Member Lessmann seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2026-03-WS DATED APRIL 22, 2026

Council Member Goodson moved to approve Minutes No. 2026-03-WS. Council Member Jackson seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF EMPLOYEE OF THE YEAR, POLICE OFFICER OF THE YEAR, AND FIREFIGHTER OF THE YEAR AWARDS BY DEBBIE OVERCASH WITH THE MADISON ROTARY CLUBFIRE CHIEF WILLIAMS PRESENTED STAR OF LIFE & UNIT CITATION AWARDS TO THE FOLLOWING INDIVIDUALS:

Debbie Overcash of the Rotary Club along with Mayor Bartlett, President Maura Wroblewski, Fire Chief Brandy Williams, Police Chief John Gandy presented the awards as follows:

Firefighter of the Year	Tyler Drew
MPD Employee of the Year	Teresa Taylor-Duncan
2026 Employee of the Year	Chris Holmes

A round of applause was given to each employee

INTERMISSION: EMPLOYEES OF THE YEAR RECEPTION

President Wroblewski called for a brief intermission to honor the "Employees of the Year" reception.

PRESENTATION OF PROCLAMATION BY MAYOR BARTLETT DESIGNATING MAY 2026 AS BUILDING SAFETY MONTH IN THE CITY OF MADISON TO KIPP RICHERZHAGEN, BUILDING DIRECTOR CITY OF MADISON

Mayor Bartlett declared May 2026 as Building Safety Month in the City of Madison. A round of applause was given.

PRESENTATION OF CERTIFICATES TO MADISON CITY SCHOOLS 3 WINNERS OF THE NATIONAL ARCHERY IN SCHOOLS PROGRAM, ALABAMA STATE NASP TOURNAMENT HELD APRIL 10, 2026 IN MONTGOMERY ALABAMA

Mayor Bartlett awarded certificates to the three winners of the National Archery in Schools Program as follows:

- Natalie Yancy
- Noah Parcus
- Jensen Botha

A round of applause was given.

NATIONAL CHILDREN ADVOCACY CENTER PRESENTATION - CHRIS NEWLIN

Mr. Newlin thanked Council for their continued support throughout the years and shared a brief presentation regarding this year's request for funding.

PUBLIC COMMENTS

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

DUSTIN SHELTON (DISTRICT 5)

Mr. Shelton appeared before Council to voice his concerns on the following items:

- Short-term rentals

MARY HOWARD

Ms. Howard appeared before Council to voice her concerns on the following items:

- Short-term rentals

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$2,181,030.37
Special General Operating Accounts	\$1,543.67
ADEM Storm Drainage	\$6,915.40
½ Cent Capital Replacement	\$110,770.53
Gasoline Tax & Petroleum Inspection fees	\$13,984.33
TVA Tax	\$5,995.44
Town Madison Incentive Fund	\$1,791,956.50
Library Building Fund	\$89,000.28
Water Distribution and Storage	\$540,137.50
Venue Maintenance	\$69,285.32

Regular and periodic bills to be paid:

Acceptance of \$0.02 donation from PropertyRoom.com (to be deposited into Madison Police Department Donations account)

Resolution No. 2026-181-R: Acceptance of recovery deductible from Alabama Municipal Insurance Corporation on Claim No. 065241 for an incident which occurred December 10, 2025, to a Public Works vehicle (\$1,000.00 to be deposited into General Operating account)

Resolution No. 2026-182-R: Acceptance of pro rata deductible share recovered, in the amount of \$954.10, from Alabama Municipal Insurance Corporation for Claim No. 064729 for incident which occurred on August 28, 2025 (to be deposited into General Operating 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 Lessman	Aye
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Congratulated Madison City employees of the year
- Shout out to 10 additional selected employees that attended the Inaugural Meritorious luncheon
- Attended Big 10 Mayors meeting
- Highlighted Anna’s Law and encouraged others to vote yes on Amendment 1
- Attended the Redstone update last week
- Attended the opening of the new Hindu Temple on Old Monrovia Road
- Attended the Huntsville Hospital Classic at the Orion
- Wished all the mother’s a Happy Mother’s Day

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Shared that she and her husband worked in the Nashville Roadshow at Home Place Park
- Shared the Madison Friends of the Library meeting will be held tomorrow night at 6:30 at the library
- Shared that next Monday night is the Madison Utilities board meeting

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Shout-out to Madison Rotary Club of Madison
- Shout-out to Committee 100 for putting together the annual Madison County prayer breakfast
- Thanked Mayor Bartlett for her leadership to the Council

RESOLUTION NO. 2026-185-R: ADOPTING AN AMENDED AND REVISED ANNUAL OPERATING BUDGET FOR THE CITY OF MADISON FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026

Director of Finance David Lawing presented a brief presentation revealing the mid-year budget.

Council Member Bier moved to approve Resolution No. 2026-185-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Shared the details for the upcoming block party in downtown Madison.

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

- No new business to report

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Thanked Madison Chamber for the encouragement to shop local
- Attended the small business advisory council meeting
- Thanked the ones that participated in the "Ask your City"
- Thanked the citizens that spoke during the public comment portion of council meeting
- Thanked the legal team for all the effort and work put into the work session

COUNCIL DISTRICT NO. 6 ERICA WHITE

No new business to report

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Announced Bob Jones High School singing Superstars choir camp will be held Tuesday May 26 to Friday May 29th from 1-4 p.m.
- Congratulated seniors at Bob Jones and James Clemens High School

BOARD/COMMITTEE APPOINTMENT

None

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.

None

DEPARTMENTAL REPORTS

BUILDING

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

This is a first reading only

CITY CLERK

RESOLUTION NO. 2026-150-R: AUTHORIZING THE CONTINUED LEVY OF AD VALOREM TAXES IN THE CITY OF MADISON AT EXISTING RATES

Council Member Bier moved to approve Resolution No. 2026-150-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

ENGINEERING**RESOLUTION NO 2026-163-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE STORM WATER MANAGEMENT PROGRAM PLAN (\$32,900.00 TO BE PAID FROM STORMWATER FUND 11)**

Council Member Jackson moved to approve Resolution No. 2026-163-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-171-R: AUTHORIZING AN APPLICATION FOR TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FOR PROJECT NUMBER 26-006 C TO CONSTRUCT AN ACCESSIBLE SIDEWALK ALONG THE EASTERN SIDE OF HUGHES RD FROM 577 HUGHES ROAD TO CONGER ROAD (CITY OF MADISON MATCH AMOUNT IN ADDITION TO NON-ELIGIBLE PROJECT COSTS \$206,343.75)

Council Member Jackson moved to approve Resolution No. 2026-171-R. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

FIRE & RESCUE**RESOLUTION NO. 2026-177-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SITE MED NORTH AMERICA FOR ANNUAL FIREFIGHTER PHYSICALS (\$53,500 TO BE PAID FROM FIRE DEPARTMENT BUDGET)**

Council Member Goodson moved to approve Resolution No. 2026-177-R. Council Member White seconded. The vote was taken and recorded as follows:

Council Member Billie Goodson	Aye
Council Member Erica White	Aye

Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

LEGAL

PROPOSED ORDINANCE NO. 2026-165: AUTHORIZING THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, D/B/A MADISON UTILITIES, TO DISPOSE OF ITS EXCLUSIVE INTEREST IN AN INGRESS/EGRESS EASEMENT AND TO CONVEY AN INGRESS/EGRESS EASEMENT TO AN ADJOINING PROPERTY OWNER (FIRST READING 04/27/2026)

Council Member Lessmann moved to approve Proposed Ordinance No. 2026-165-R.
Council Member Jackson seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2026-162: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 109 HANSON PLACE, LOT 28 OF WEST HAVEN PHASE 3A SUBDIVISION (FIRST READING 04/27/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-162-R.
Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-167-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-168: ZONING CERTAIN PROPERTY OWNED BY MADISON LAND RESOURCES, LLC, CONSISTING OF 35.6 ACRES AND LOCATED WEST OF

HARDIMAN ROAD AND SOUTH OF MADISON BRANCH BOULEVARD, R-1C (SINGLE FAMILY CONSERVATION) UPON ANNEXATION (FIRST PUBLICATION 5/20/2026, SYNOPSIS 5/27/2026, PUBLIC HEARING 6/22/2026)

Council Member White moved to approve Resolution No. 2026-167-R. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-169: ASSENTING TO THE ANNEXATION OF PROPERTY CONSISTING OF 35.6 ACRES, LOCATED WEST OF HARDIMAN ROAD AND SOUTH OF MADISON BRANCH BOULEVARD, INTO THE CITY OF MADISON (FIRST READING)

This is a first reading only

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

This a first reading only

RESOLUTION NO. 2026-172-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-173; AMENDING THE OFFICIAL ZONING ORDINANCE OF THE CITY OF MADISON (FIRST PUBLICATION 5/20/2026; SECOND PUBLICATION 5/27/2026; THIRD PUBLICATION 6/3/2026, PUBLIC HEARING 6/22/2026)

Council Member Bier moved to approve Resolution No. 2026-172-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

POLICE

RESOLUTION NO. 2026-166-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH CRISIS SERVICES OF NORTH ALABAMA FOR COMMUNITY COLLABORATION

Council Member White moved to approve Resolution No. 2026-166-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RECREATION

RESOLUTION NO. 2026-178-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DIOYCA CARABALLO FOR THE PROVISION OF YOGA INSTRUCTION AND ART THERAPY INSTRUCTION, EACH OFFERED SEPARATELY, AT NO COST TO THE CITY (FEE OF \$5.00 PER PARTICIPANT PER CLASS; ADDITIONAL \$8.00 MATERIALS FEE FOR ART THERAPY INSTRUCTION)

Council Member McKay moved to approve Resolution No. 2026-178-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.

ADJOURNMENT

The meeting was adjourned at 7:30 p.m.

Minutes No. 2026-09-RG, dated May 11, 2026, read, approved and adopted this 26th day of May 2026.

Council Member Maura Wroblewski
District One

Council Member David Bier
District Two

Council Member Billie Goodson
District Three

Council Member Michael McKay
District Four

Council Member Alice Lessmann
District Five

Council Member Erica White
District Six

Council Member Kenneth Jackson
District Seven

Concur:

Ranae Bartlett, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary



**MINUTES NO. 2026-04-WS
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
May 11, 2026**

The Madison City Council met for a public work session on Monday May 11, 2026, at 5:00 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 5:00 p.m. by Council President Maura Wroblewski.

THE FOLLOWING ELECTED OFFICIALS WERE IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zigarelli, Assistant City Attorney Shelby Morris Planning Director Mary Beth Broeren, Information Technology Director Chris White, Information Technology Support Technician Wes Baugh

The published purpose of the work session was short-term rentals.

SHORT TERM RENTALS

City Attorney Megan Zigarelli stated there have been several developments including a recommendation from the planning commission on where to locate short term rentals and how to regulate them. The legal and planning department have been doing research on the various questions the Council had. There was a planning commission recommendation to allow short term rentals city wide, with a vote of 5-2 in favor along with accompanying regulations for various health, safety and welfare aspects. The planning commission also recommended a cap on short-term rentals. There are three key decision points for the council's feedback on.

- Where should short-term rentals be located
- Capping the number of short-term rentals
- How long is a short-term rental

Assistant City Attorney Shelby Morris discusses proposed ordinance key points

- Operational permit and business license required,
- \$350.00, application fee, including inspections and annual renewal
- 1-million-dollar liability insurance
- No outstanding taxes or code violations
- Lodging only, no parties or events, or food service
- No signage, no exterior alterations, house numbers must be visible
- One parking space per bedroom and no overnight street parking by guest
- Safety equipment required, smoke, co2 detectors, fire extinguisher and egress windows
- Local contact person, over 21, available 24/7, and onsite within 30 minutes
- Neighbor notification, adjacent property owners, permitting and additional items are not reliant on the notification
- 3 strikes enforcement provision,
- 3 substantiated complaints in a 12-month period would be a 6-month suspension,
- If there are 2 suspensions in 2 years, there will be a 12-month suspension.
- 3 suspensions within a 3-year period there would be a permanent revocation
- Appeals would go to the city council within 15 days

Assistant City Attorney Shelby Morris discusses proposed application

- Completed and notarized application
- Owner-operator and local contact person info, emergency contact
- Property survey showing parking
- Floor plans of bedrooms
- Exterior photos
- Proof of ownership, deed or lease
- Government ID
- Proof of insurance
- HOA confirmation
- 14 acknowledgements, covering compliance, insurance, parking, inspection
- The permit is non-transferable
- Guest rules and regulations
- 2 people per bedroom, plus 2 additional
- No amplified outdoor music
- No fireworks
- No noise audible beyond property line
- No events, parties, ticketed gatherings, commercial use, or subletting

Planning Director Mary Beth Broeren discusses the options where short-term rentals could be allowed

- Mixed use areas
- Multifamily district
- Single family subdivisions

The planning committee supported a 5-2 vote to allow short term rentals city wide with the caveats mentioned.

Currently In Madison, an occupant of an accessory dwelling unit must be related to people living in the main dwelling. If short term rentals are allowed in single family homes the requirement of the occupant of an accessory dwelling no longer makes sense.

City Attorney Megan Zigarelli discusses the next major point of capping the number of short-term rentals. The planning committee recommended a cap but did not indicate a specific number. With the research provided, here are some options:

- Cap the number at the current number operating in the city, anywhere from 65 to 150.
- Selecting a percentage of the housing supply, 1 percent of the 23,000-housing supply in the city would be around 230. This would allow for growth.
- No cap to the number of short-term rentals. The market and permitting process would regulate themselves.

City Attorney Megan Zigarelli discusses the last major point, what is the maximum length of stay for a short-term rental.

- 30 days is the most chosen. Research shows the average short-term rental in Madison is about six nights.
- 60-90 days to capture corporate housing
- 180 days is the maximum for the application of lodging taxes. This is the number chosen by the cities of Huntsville and Mobile.

DISCUSSION

Council Member Goodson discusses Oakland Springs and Town Madison and whether short-term rentals are allowed. He states Town Madison does not allow them and inquires on Oakland Springs from Planning Director Mary Beth Broeren. Planning Director Mary Beth Broeren states they allow them in the neighborhood center area where the Argento apartment project is. They do not allow them in single-family homes or townhouses.

Council Member McKay discusses where short-term rentals could be located. If the council does not allow them in single family homes. What does the council do with the ones currently operating? Grandfather them in? City Attorney Megan Zigarelli responds if that is the direction council decides then we would ask for guidance to craft the regulations accordingly.

Council President Wroblewski discusses the fees to be charged. The proposed fee is \$350.00; instead suggested a \$500.00 fee and an additional \$250.00 for the inspection and for that to happen twice a year. These inspections and applications will require time and may require a new person to be hired. Radon testing should be done annually. People in the neighborhood should be notified and get permission for a short-term rental to be in the neighborhood. But legally the council is unable to do that because it would give a neighbor too much control over the short-term rental.

If the council does not allow short-term rentals in single family homes, what is the legality for the current operators. City Attorney Megan Zigarelli responds if that is the direction council decides for health safety and wellness reasons, then the regulations would be crafted accordingly and other issues that may flow from that. Currently just seeking consensus and direction on how to write these ordinances.

Council Member Bier discusses how the council can best regulate short-term rentals. Supported a cap and suggested lowering the cap from 1% to .75%, which is about 170 homes. This amount is what is currently in Madison City and has been beneficial with the lodging tax revenue.

Council Member Lessmann inquired about amending caps. City Attorney Megan Zigarelli responds yes, we could amend it later. Discussion continues into the number of days that would define a short-term rental.

Assistant City Attorney Shelby Morris gave a clarified answer on short-term rentals listed at 180 days. If there are apartment complexes having leases for four or five months, would now be considered short term leases and would fall under the new business licenses category and short-term rental regulations, meaning building inspections and such.

Council Member Goodson asks about collecting lodging tax. Assistant City Attorney Shelby Morris responds, Alabama State law is 180 days or less.

Council Member McKay is aligned with Council Member Bier because the regulations would need to be there heavily and since Madison already has short-term rentals and are working. The three major topics are all related and unable to be separated. With HOA's saying no short-term rentals then that condenses your possible locations for short-term rentals. District 4 around Mill Road is not an HOA area. Is there a lottery for who else gets in? City Attorney Megan Zigarelli states the general direction was first come first serve and who applies and meets the criteria. But are open to suggestions and direction.

Council Member McKay wants to make sure as revenue increases and if staff needed to be hired that it would not become a wash. With regulations would support it in residential areas.

Council Member Lessmann states it would give the council a little more control of the situation and is open to allowing short-term rentals with stipulations.

Council Member Goodson asks Planning Director Mary Beth Broeren about the fees, the fees are there to cover the costs not make profit. Planning Director Mary Beth Broeren responds yes that is correct, and to address Council Member McKay's comment about hiring additional staff, if the 1% or .75% cap is adopted the inspections are not significant in the context of all the inspections that building and fire personnel inspect every year. If there was no cap, then one could be concerned.

Council President Wroblewski asks what the procedure would be if the council banned short term rentals in single family homes, since there are somewhere between 60-80 out there? City Attorney Megan Zigarelli responds if they are not allowed and the council all confirm that through a public hearing, then staff would work on an enforcement and notice plan pursuant to the requirement of the zoning ordinance. Council Member Jackson states there are other cities that have prohibited short-term rentals in residential areas and devised a way to carry out that process. Mayor Bartlett states yes, other cities go to court. Council President Wroblewski states that would be a financial burden.

Council Member Bier asks the council about any council members not supporting short-term rentals in single-family homes? Council Member Jackson states that in the survey 75% of residents do not support short term rentals in single family neighborhoods, even when regulated 70% still said no. In a poll the majority of respondents opposed permitting short-term rentals city wide. Public comments and emails, residents living near short-term rentals

already have expressed frustration with disruptive guests coming and going late at night. The three strikes could mitigate those issues, but that process won't be quick and neighbors will suffer. Council Member Jackson doubts most residents want to risk peace, even temporarily, for tax revenues.

Council Member Bier appreciates the survey. The council's job is to be well informed on what is happening in the city, the pros and cons, and that revenue isn't nothing. That survey is one data point. If the council stops short term rentals and loses \$300,000.00 in lodging taxes and that does not include local sales tax. When people stay, they shop at the grocery store, they go out to eat, then all of that revenue is gone. The council's job is to look at this as whole. If council was having major issues today, then council should shut it down and go through the courts, but there is not. There is a massive market demand for people who want to stay in homes.

Council President Wroblewski agrees, there are already have short term rentals, so get some control over them and limit the cap to the current number operating.

Council Member Jackson asks the council, does the council believe most residents want this? Mayor Bartlett states the survey did not distinguish between if residents already live in an HOA which restricts them. Council Member Jackson says the feedback and sentiment seems to be city wide about the same. Council Member McKay stated if the city loses this revenue, the council will have to cut services. Departments heads will have to cut budgets and residents will be unhappy.

Council Member Jackson asks the council, would residents want a short-term rental next to their house? Council Member Lessmann, there are currently short-term rentals and no control over them.

Council Member Bier before this came up how many complaints did council get on short-term rentals in Madison? Council President Wroblewski states one in ten years.

Council Member Jackson, the current short-term rentals could continue if they go above the days we disallow, like under 30 days. Council Member Bier states the average short-term rental is six days. Also, TDY is under 180 days, and insurance is underwriting a property if its under 180 days it's considered short term.

City Attorney Megan Zigarelli, says it sounds like council as an consensus emerging allowing short term rentals conditionally in residential areas in the city with a cap, approximating the current number of short-term rentals operating in the city, or .75%, appears more research is needed on the 180 days and reaching out to other communities about handling the apartment issue.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 5:59 p.m..

Minutes No. 2026-04-WS, dated May 11, 2026, read, approved and adopted this 26th day of May 2026.

Council Member Maura Wroblewski
District One

Council Member David Bier
District Two

Council Member Billie Goodson
District Three

Council Member Michael McKay
District Four

Council Member Alice Lessmann
District Five

Council Member Erica White
District Six

Council Member Kenneth Jackson
District Seven

Concur:

Ranae Bartlett, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Amy Rumley
Recording Secretary

RESOLUTION NO. 2026-180-R

**DECLARING POLICE BADGE AND DUTY WEAPON ISSUED TO CAPTAIN TERRELL
COOK AS SURPLUS AND AUTHORIZING THAT THEY BE GIVEN TO HIM UPON
HIS RETIREMENT**

WHEREAS, the City of Madison owns personal property (formerly used by the Police Department) for which the City has no continuing need due to the retirement of Captain Terrell Cook, such property consisting of the following items used by Captain Terrell Cook:

<u>QUANTITY</u>	<u>DESCRIPTION</u>
One (1)	Glock 17 Serial BGYC728 Weapon
One (1)	Gold Captain Badge

WHEREAS, it is the desire of the City Council of the City of Madison to declare said personal property to be surplus and to direct that said property be given to the named individual upon his retirement from the City of Madison on May 31, 2026.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of May 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-186-R

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

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

Quantity	Description
27	SCBA Bottles

; and

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

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

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

READ, APPROVED, and ADOPTED this 26th day of May 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of May 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

 Date: 05/04/2026

 Department: Fire

 Item Description: Expired SCBA Bottles

 Serial/Model #: "See Attached Form"

 New: ☐ Used: ☒

 Location: Training Center

 Vendor Name: MES

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

 Date Item Acquired: 12/2010

 Cost or Donated Value: 0

Enhancements: _____

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

[Signature]
Signature: (Department Head or Designee)

05/04/2026

Date:

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: Proceeds: _____

 Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

 COPY: Requesting Dept. ☐

 Finance Dept. ☐

Revised 6/25/2007

End of Life Bottles:		
Bottle 1 – OK385319		Bottle 35 – OK381098
Bottle 3 – OK383893		Bottle 37 – OK383995
Bottle 4 – OK383907		Bottle 38 – OK383959
Bottle 5 – OK385488		Bottle 39 – OK383963
Bottle 6 – OK385486		Bottle 40 – OK383889
Bottle 7 – OK383909		Bottle 41 – OK383915
Bottle 10 – OK383960		Bottle 42 – OK383881
Bottle 12 – OK383937		Bottle 43 – OK383903
Bottle 13 – OK383871		Bottle 44 - OK383899
Bottle 16 - OK383876		Bottle 45 - OK383922
Bottle 17 – OK383882		Bottle 46 - OK384007
Bottle 18 – OK 383886		Bottle 47 - OK383901
Bottle 19 – OK383977		Bottle 48 - OK383916
Bottle 21 – OK383874		Bottle 51 - OK385749
Bottle 22 – OK383925		Bottle 55 - OK385579
Bottle 23 – OK383865		Bottle 56 - OK385586
Bottle 24 – OK383862		Bottle 58 - OK385561
Bottle 25 – OK383858		Bottle 59 - OK385575
Bottle 27 – OK385524		Bottle 60 - OK385564
Bottle 28 – OK385010		Bottle 61 - OK385588
Bottle 29 – OK385587		Bottle 62 - OK385585
Bottle 30 – OK383436		Bottle 63 - OK385589
Bottle 31 – OK385591		Bottle 64 - OK385566
Bottle 32 – OK385468		Bottle 65 - OK383158
Bottle 33 – OK385457		Bottle 68 - OK383896
Bottle 34 – OK383902		Bottle 82 - OK385480

RESOLUTION NO. 2026-188-R

**DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND
AUTHORIZING ITS DISPOSITION VIA ONLINE AUCTION PURSUANT TO
SECTION 16-107 OF THE CODE OF ORDINANCES OF THE CITY OF MADISON**

WHEREAS, the City of Madison owns personal property (formerly used by the Fire Department) for which the City has no continuing need, such property consisting of the following:

QUANTITY	DESCRIPTION
15	SCBA Harness

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

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

READ, APPROVED, and ADOPTED this 26th day of May 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: 05/04/2026Department: FireItem Description: Old SCBA HarnessesSerial/Model #: "See Attached Form"New: ☐ Used: ☒Location: Training CenterVendor Name: MES

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

Date Item Acquired: 12/2010 Cost or Donated Value: \$1500

Enhancements: _____

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

[Signature]
Signature: (Department Head or Designee)

05/04/2026

Date:

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐Finance Dept. ☐

Revised 6/25/2007

SCBA Harnesses for Disposal
Harnesses:
P4 – 115S1045004678
P7 – 115S1046000684
P9 – 115S1045004686
P11 – 115S1045004674
P13 – 115S1045004682
P15 – 115S1046002927
P16 – 115S1046002923
P19 – 115S1046002925
P20 – 115S1046002912
P23 – 115S1045004677
P26 – 115S1045004681
P30 – 115S1046002929
P35 – 115S1044003503
P36 – 115S1045004715
P40 – 115S1046000623

RESOLUTION NO. 2026-197-R**A RESOLUTION AUTHORIZING AN AGREEMENT WITH AARP FOR
THE RECEIPT OF COMMUNITY CHALLENGE GRANT FUNDING**

WHEREAS, AARP has awarded the City of Madison ("City") Community Challenge Grant funding in the amount of twenty five thousand dollars (\$25,000) for the purpose of improving pedestrian safety and accountability by replacing deteriorated accessible curb mats with Americans with Disabilities Act (ADA)-compliant mats on streets and sidewalks throughout the City; and

WHEREAS, the grant-funded improvements are intended to enhance mobility and safety for residents, particularly older adults and individuals with disabilities; and

WHEREAS, AARP requires the City to enter into an agreement governing the receipt and use of said grant funding; and

WHEREAS, the City of Madison desires to apply the grant funding to the project costs for Bid No. 2026-002-ITB, ADA Mat Replacement Project, which was awarded to Whitworth Concrete Works, LLC, on March 23, 2026;

BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized and directed to execute, on behalf of the City, an agreement with AARP for the receipt and use of the Community Challenge Grant funding in the amount of twenty five thousand dollars (\$25,000), said agreement to be substantially similar in purpose, intent, and composition to the document attached hereto and identified as "AARP Community Challenge Grant Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that the Mayor or her designee are 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 process payment and/or receipt of funds accordingly in the amount and manner authorized by the agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of May 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

May 8, 2026

AARP Community Challenge Grant Agreement

This AARP Community Challenge Grant Agreement (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street NW, Washington, DC 20049, and **City of Madison, a municipality**, located at **100 Hughes Road, Madison, Alabama 35758** (“Organization”).

Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, in consideration of the mutual promises and advantages to the parties (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows.

1. **Funding.** AARP shall provide Organization with a one-time payment of grant funding in the amount of **\$25,000.00** (“Grant Funds”). Grant Funds will not be distributed under this Agreement until the Agreement is fully executed by both parties and AARP has received the signed Agreement from Organization.
2. **50+ Focus.** Organization will use the Grant Funds to improve the local community with a focus on the needs of people age 50+ by increasing ways older adults and all residents (with a focus on people age 50 and older) safely move around the community.
3. **Project Timeline.** Organization will perform the Grant Activities (defined below) between the date of execution of this Agreement and **December 15, 2026, at 11:59 p.m.** (“Grant Period”).
4. **Scope of Grant and Anticipated Activities to Be Funded.** Organization shall use the Grant Funds to undertake the following activities in Madison, Alabama during the Grant Period and achieve the following deliverables (collectively “Grant Activities”):
 - a. Organization will improve seventy-seven (77) streets and sidewalks by replacing deteriorated accessible curb mats with embedded Americans with Disabilities Act (ADA)-compliant mats to reduce tripping hazards and improve pedestrian safety, especially benefiting older residents.
 - b. Organization agrees these Grant Activities will be performed by licensed contractors or qualified trade professionals where required by applicable law.
 - c. In compliance with the Community Challenge Promotional Toolkit provided by AARP, which is incorporated herein by reference, Organization will include AARP-provided branding and language that indicates AARP’s support for the Grant Activities, as applicable:
 - i. Events and temporary demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP and, as applicable, third-party funders
 - ii. Permanent structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP and, as applicable, third-party funders
 - iii. Printed digital resources or similar communications: Materials will include the AARP logo and mention of support from AARP and, as applicable, third-party funders
5. **Reporting Requirements.** Organization agrees to submit to AARP a completed financial and programmatic after-action report (“AAR”), the generic form of which will be provided by AARP and is incorporated herein by reference. The completed AAR will detail all progress or achievement of the Grant Activities described herein and must include a description of Grant Activity outputs and outcomes. It may include personal stories from residents who have benefited from the community improvements, which AARP and its third-party funders may publicize and distribute without limitation. The AAR may also include an itemized listing of any and all expenditures and drawdowns of the Grant Funds made during the Grant Period. Organization will

submit the AAR with visuals (photos and/or video) to AARP by **December 31, 2026** (“AAR Deadline”). Organization agrees that the submission of the AAR at the conclusion of the project is required by the AAR Deadline and failure to submit the AAR will result in the removal from the AARP website until the time of submission, and non-completion will disqualify an applicant from future AARP Community Challenge grant programs.

6. **Material License.** Organization grants to AARP the right and license to use, edit, reproduce, distribute, publicly display, publicly perform, and/or make derivative works of any content, media or other materials (collectively, “Material”) provided by Organization to AARP. Such Material may be used in whole or in part, alone or together with other content, media or other materials, and in any form or on any platform. The rights granted to AARP in this term shall be irrevocable, perpetual, royalty-free and worldwide. Organization will not have any right of approval or receive any compensation as a result of AARP’s use of the Material.
7. **Privacy.** Organization will obtain a signed release from each identifiable individual captured in any photo and/or video taken or otherwise acquired by Organization and will submit such releases to AARP upon request. If Grant Activities involve any other data collection (including surveys), Organization will inform participants that Organization is not collecting data on AARP’s behalf or sharing it with AARP. Further, as part of any data collection activities Organization engages in hereunder, Organization agrees not to ask participants whether they are a member of AARP or an individual interested in AARP.
8. **Documentation and Right to Audit.** Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization’s books and records upon reasonable notice, for the limited purpose of confirming that Grant Funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement. The obligations and rights granted in this section shall survive the expiration and termination of the Agreement.
9. **Permissible Use of Grant Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP’s sole and reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to promptly return any unexpended portion of the Grant Funds in Organization’s possession upon receipt of written demand from AARP.
10. **Term and Termination.** The effective date of this Agreement shall be the date of execution, and the Agreement shall automatically terminate on **December 31, 2026**. This Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall return all unexpended portions of the paid Grant Funds to AARP with receipts and other documentation to substantiate the returned amount within forty-five (45) days of written receipt of early termination from AARP, and AARP shall have no further obligation to provide Organization with any Grant Funds.
11. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the

Agreement.

12. **No Commercial or Political Activity.** Both parties recognize that AARP is a nonprofit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or service or for-profit entity.
13. **No Collection of AARP Member Data.** At no time shall Organization collect or maintain any information from individuals involved in the Grant Activities that shall directly or indirectly identify such individuals as AARP members, member-prospects, or individuals interested in AARP.
14. **Indemnification.** To the extent allowable by applicable law, each party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other party, its affiliates, and their respective partners, officers, employees, directors, agents, and representatives (each of whom is an “Indemnified Party”) against all liability, loss, suits, penalties, claims or actions, including any costs, damages, expenses (including attorneys’ fees and court costs), arising out of or resulting from (a) the negligent, reckless, or willful acts or omissions of Indemnifying Party, its officers, directors, employees, independent contractors, or agents, (b) the Indemnifying Party’s breach of applicable law or regulation; (c) the Indemnifying Party’s breach of this Agreement, including failure to comply with its obligations as set forth herein; and (d) any claim that the content, media, materials, activities, services, or work product of the Indemnifying Party infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party’s prior written consent if such settlement would be adverse to the Indemnified Party’s interest. The Indemnified Party may, at its option, conduct the defense in any third-party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this section shall survive the expiration and termination of the Agreement.
15. **Insurance.** Organization is responsible for all Grant Activities performed under this Agreement. Organization will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Grant Activities in accordance with generally accepted industry standards and as required by law. Organization will also ensure contractors, agents, subcontractors, and providers of services maintain insurance coverage consistent with this section.
16. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP’s support and, as applicable, third-party funding support, in all press releases, public announcements, and publicly released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo and, as applicable and where directed by AARP, the name and or logo of third-party funders, solely for that purpose and in compliance with the Community Challenge Promotional Toolkit provided by AARP. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization’s corporate trademark, including its name and/or logo, for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online, and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferable and Organization shall not create any new use of the AARP trademark upon expiration or termination of this Agreement.
17. **Warranties.** Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing, and in good

standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials (including Material as defined in Section 6) used or provided as part of the Agreement will comply with all applicable laws and regulations and will not contain any matter which is defamatory, unlawful, or which in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark. If necessary, Organization shall enter into written agreements and obtain written releases from third parties in order to ensure that any materials produced by the Organization hereunder can be used by AARP as contemplated herein.

18. **Confidentiality.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked “confidential” or is of such a nature that the recipient party has reason to believe it is confidential.
19. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between the parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all parties or their respective designees. The parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.
20. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact for both AARP and the Organization:

AARP

Mike Watson
Director, Livable Communities
601 E Street NW
Washington, DC 20049

City of Madison

Amanda Jarrett
Director of Operations and Communications
100 Hughes Road
Madison, Alabama 35758

ACCEPTED AND AGREED TO BY:

AARP

By: _____
Printed Name: Mike Watson
Title: Director, Livable Communities
Date: _____

City of Madison

By: _____
Printed Name: Amanda Jarrett
Title: Director of Operations and Communications
Date: _____

RESOLUTION NO. 2026-198-R

**A RESOLUTION AUTHORIZING SUPPORT SERVICES WITH
WHITE RHINO SECURITY**

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 Quote No. 042226 dated April 22, 2026, with White Rhino Security, for annual firewall support services. 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 White Rhino Security, 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 26th day of May 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-199-R

A RESOLUTION AUTHORIZING SUPPORT SERVICES WITH UNICO TECHNOLOGY

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a quote from Unico Technology, for network security support services. 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 Unico Technology, 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 26th day of May 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROPOSED ORDINANCE NO. 2026-122

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

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

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

225 NANCY ROAD

LOT NO. 26, BLOCK 6, SKYLINE ACRES SUBDIVISION, SECOND
ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS THE
SAME APPEARS OF RECORD IN PLAT BOOK. 2, PAGE 103, IN THE
OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY,
ALABAMA.

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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, 26th day of May, 2026.

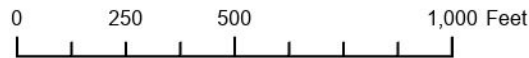
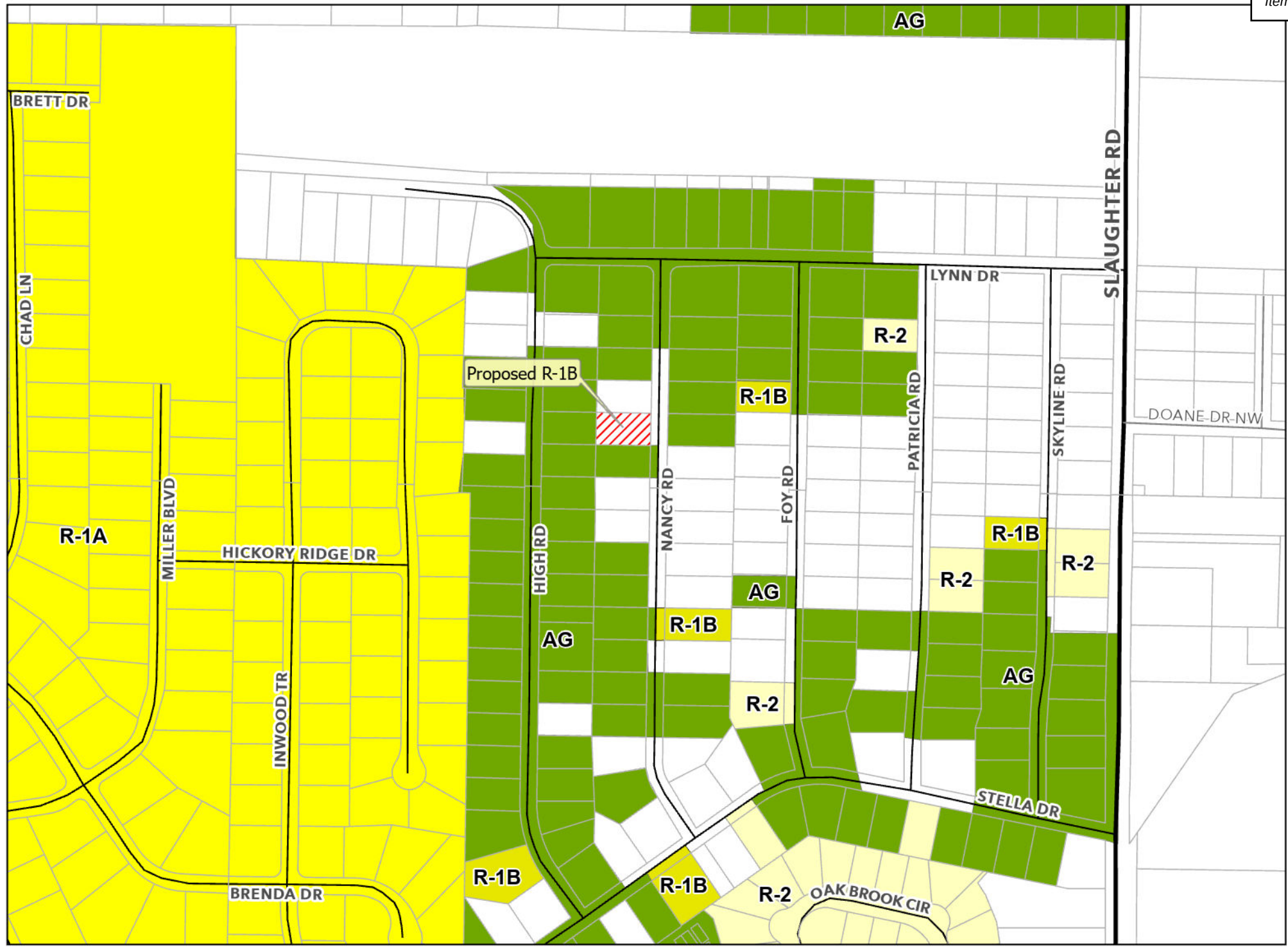
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Proposed R-1B - 225 Nancy Road

RESOLUTION NO. 2026-190-R

**APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR CONNOR CONCEPTS
INC., D/B/A THE CHOP HOUSE**

WHEREAS, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Restaurant Retail Liquor License to **Connor Concepts, Inc.**, doing business as **The Chop House**, which has applied for said license for its location at **160 Graphics Drive, Madison, Alabama 35758**; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Restaurant Retail Liquor License to **Connor Concepts, Inc.**, doing business as **The Chop House** for its **160 Graphics Drive, Madison, Alabama 35758** location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC's grant of the license, the Revenue Director is authorized to issue a Restaurant Retail Liquor License to **Connor Concepts, Inc.**, doing business as **The Chop House**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of May 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



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

Date: May 18, 2026

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer

Subject: Connor Concepts Inc
DBA: The Chop House
Restaurant Retail Liquor License

Please find attached a copy of the checklist for Connor Concepts Inc., doing business as The Chop House, regarding their application for a Restaurant Retail Liquor License for their location at 160 Graphics Drive, Madison, AL 35758.

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

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

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



Checklist for Beer/Wine/Liquor License

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

Owner Name: Connor Concepts Inc

Business Name: The Chop House

Business Location: 160 Graphics Drive

Mailing Address: 160 Graphics Drive

Phone: _____

APPLICATION FEE:

Date Paid: 5/6/2026 Amount: \$ 100.00 Receipt #: 3678

Copy of Lease: _____ Incorporation Papers: _____

POLICE DEPARTMENT APPROVAL:

Letter Sent: _____

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Renfro Title Investigations Assistant

Date Completed: 5/6/2026

BUILDING DEPARTMENT APPROVAL:

Letter Sent: _____

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Dan LaRue Title Inspector

Date Completed: 5-11-26

FIRE DEPARTMENT APPROVAL:

Letter Sent: _____

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Scott Helmer Title DFM

Date Completed: 5-6-26

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 4/1/2026

Date Placed: 4/1/2026 Newspaper: 4/8/2026

Publication Fee Paid: \$368

Date Paid: 3/18/2026 Receipt #: 3659

Date of Public Hearing: 3/9/2026

Approved: ☐ Denied: ☐

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

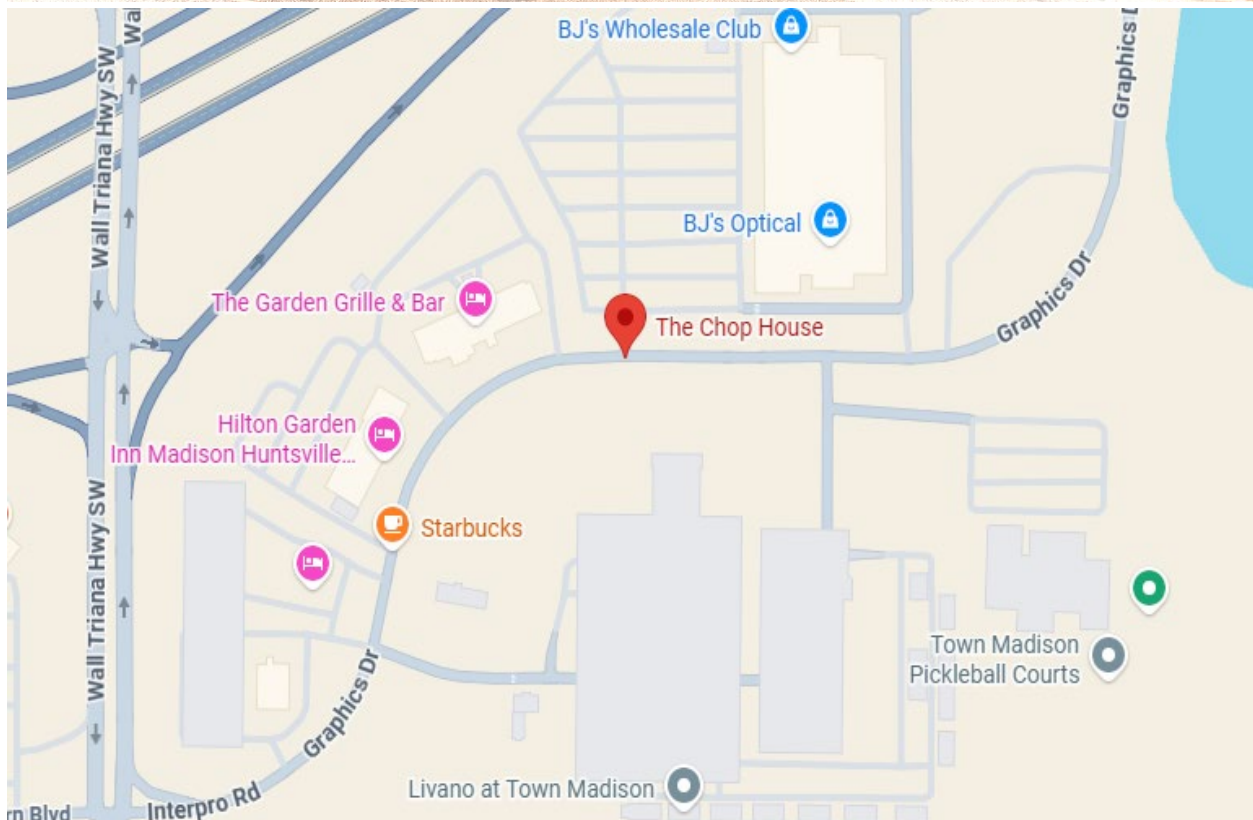
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2026-189-R

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 8716 MADISON BOULEVARD, MADISON ALABAMA 35758, PARCEL ID NO. 16-05-21-0-000-016.000, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 2017-101 OF MADISON, ALABAMA; AND CALLING FOR THE CITY TO CAUSE SAID DEMOLITION TO BE PERFORMED AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official of Madison, Alabama, determined that the condition of the building or structure located at 8716 Madison Boulevard, Madison, Alabama 35758, Parcel ID No. 16-05-21-0-000-016.000 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of “Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendens” on March 25, 2026, a copy of same was sent via certified mail, properly addressed and postage prepaid, to:

A. The person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Madison County Tax Assessor's Office,

B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the office the Judge of Probate of Madison County, Alabama, at the owner or owners’ last known address and at the address of the subject property,

C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Madison County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official,

D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Madison County, Alabama, to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official,

E. Such other persons who are otherwise known to the City Clerk-Treasurer or to the Appropriate Municipal Official who could have an interest in the subject property.

Page 1 of 3

ATTORNEY WORK PRODUCT / ATTORNEY-CLIENT PRIVILEGED

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WHEREAS, contemporaneously with the filing of the “Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens”, a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted at Madison City Hall, Dublin Park, and Madison Community Center.

WHEREAS, notice that the Appropriate Municipal Official has made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the *The Madison Record*.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Madison, Alabama, while in regular session on Tuesday, May 26, 2026, at 6:00 p.m. as follows:

Section 1. A Public Hearing was held on Tuesday, May 26, 2026 at 6:00 p.m. and after due deliberation the City Council of the City of Madison, Alabama, finds that the structure standing at 8716 Madison Boulevard, Madison, Alabama 35758, Parcel ID No. 16-05-21-0-000-016.000 is unsafe to the extent of becoming a public nuisance to the citizens of the City and is due to be demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 2017-101 of the City.

Section 2. The City may cause said demolition to be performed by its own employees and/or by contractor(s).

Section 3. The City Attorney and the City Clerk-Treasurer are hereby directed to cause the costs of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

READ, APPROVED, AND ADOPTED this 26th day of May, 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

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
MADISON COUNTY)

I, Lisa 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 26 day of May, 2026.

Witness my hand and seal of office this ____ of _____, 2026.

Lisa Thomas, City Clerk-Treasurer

ORDINANCE NO. 2026-176

AN ORDINANCE AMENDING APPENDIX A, FEE SCHEDULE OF THE CODE OF ORDINANCES, CITY OF MADISON, ALABAMA, TO ADD A WEED ABATEMENT ADMINISTRATIVE FEE

WHEREAS, Section 11-47-117 of the *Code of Alabama* (1975) authorizes municipalities to abate nuisances and assess the costs thereof; and

WHEREAS, the City of Madison previously adopted weed abatement procedures pursuant to Ordinance No. 2016-135 and codified the same in Chapter 22 of the *Code of Ordinances, City of Madison, Alabama*; and

WHEREAS, Section 22-65 of the Code of Ordinances authorizes the City to assess administrative expenses associated with the abatement of public nuisances; and

WHEREAS, Appendix A, "Fee Schedule," of the Code of Ordinances includes municipal fees adopted by ordinance; and

WHEREAS, the City Council has determined that the current Weed Abatement Administrative Fee should be revised to reflect the estimated and reasonable costs incurred by the City for staff time, investigation, processing, and related administrative expenses associated with weed abatement enforcement;

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

Section 1. That Appendix A, "Fee Schedule," of the Code of Ordinances, City of Madison, Alabama, is hereby amended to include the following fee:

22-65	Charge	Weed abatement administrative fee referenced in Section 22-65	\$361.74
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The Weed Abatement Administrative Fee represents the estimated and reasonable costs of labor, mileage, and materials for the City's staff to investigate, process, and administer weed abatement enforcement actions.

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

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

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

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-194-R**A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE
MASTER AGREEMENT FOR OPEN RECORDS REQUEST TRACKING
SOFTWARE WITH JUSTFOIA, INC. AN AFFILIATE OF MCCi, LLC**

WHEREAS, pursuant to Resolution No. 2016-181-R adopted on July 11, 2016, the City Council authorized a Master Agreement with MCCi, LLC, for open records request tracking software services; and

WHEREAS, the City now desires to approve Amendment No. 1 to said Master Agreement for upgraded software services with JustFOIA, Inc., an affiliate of MCCi, LLC; and

WHEREAS, the initial term cost under Amendment No. 1 is \$9,024.88, with annual renewal costs beginning at \$10,250 subject to annual adjustment pursuant to the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City Amendment No. 1 to the Master Agreement for Open Records Request tracking software services with JustFOIA, Inc., an affiliate of MCCi, LLC, said Amendment to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment No. 1" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of May 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20159

JUSTFOIA PLATFORM CHANGE ORDER

Pursuant to Master Services Agreement No. 20159 ("**Agreement**"):

This Order, designated as Addendum No. 1, is entered into as of _____, ("**Order Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Order is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

JustFOIA, Inc

CITY OF MADISON ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: City of Madison
Client Address: 100 Hughes Road, Madison, AL 35758
Quote Number: 41762
Quote Type: Platform Change

Bill to: City Clerk
cityclerk@madisonal.gov

Ship to: Lisa Thomas
lisa.thomas@madisonal.gov

cc AP Contact: ap@madisonal.gov

Quote Date: 5/8/2026

Subscription Period Start Date:

Date of Contract Execution

Subscription Period End Date:

12 Months from Date of Contract Execution

Product Description:	Qty.	Unit Cost	Total
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
☒ JustFOIA Advanced - Community (Up to 500 Requests)	1	\$10,250.00	\$10,250.00
☒ Single Sign-On (SSO)			Included
☒ Any & All Document Management			Included
☒ MCCi Learning Management System (LMS) for JustFOIA			Included
☒ Ideas Portal			Included
☒ Payment Portal			Included
☒ Security Center			Included
☒ Workflow Automation			Included
☒ Data Storage - 6 TB			Included
☒ Standard Forms & Onboarding			
• Form 1: Public Records Requests (Standard - PayFirst)			
• Form 2: General Records Requests (Standard - PayFirst)			

JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION

☒ JustFOIA Managed Support Services	Included
<i>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>	

SUBTOTAL - RECURRING ANNUAL SERVICES	\$10,250.00
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EXISTING JustFOIA ANNUAL SUBSCRIPTION

☒ JustFOIA Subscription City Tier 3: 30,000-70,000 Population	-1
☒ Training Center for JustFOIA	-1
☒ JustFOIA Subscription Credit Proration	1

SUBTOTAL - EXISTING JustFOIA ANNUAL SUBSCRIPTION CREDIT	(\$1,225.12)
--	---------------------

YEAR 1 ORDER COST**\$9,024.88***All Quotes Expire 30 Days from Quote Date***This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.****RECURRING SERVICES**

Client has elected to license the JustFOIA software provided as a service (the "**Solution**").

An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts). The Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice or will terminate as set forth below ("Termination" section).

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERMINATION

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (b) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event**"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (c) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

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BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ Platform Change: Within 30 days of receipt of Order. ▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Notwithstanding any payment terms to the contrary, while Company will send a renewal invoice approximately 75 days prior to the expiration of the then current Recurring Services, the payment is not considered delinquent unless it occurs after the expiration date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

TECHNICAL SUPPORT

Feature	What's Included
TECHNICAL SUPPORT	JustFOIA provides Technical Support—including break/fix assistance and version updates—Monday through Friday, 8:00 AM to 5:00 PM (local time within the continental U.S.) via the online support center, email (support@JustFOIA.com), and phone (866-942-0464).
JUSTFOIA MANAGED SUPPORT SERVICES (JMSS)	5 Hours that expire each year on Client's renewal date to use for assistance with consultation, training, and configuration post-implementation, including: ▪ Access to support technicians with enhanced knowledge ▪ Conduct remote training(s) for new/existing users ▪ Perform Annual System Review ▪ Assistance with system configurations and modifications to Users, Forms, Workflows, Email Templates, Reports, Dashboards, and Redaction settings

TECHNICAL SUPPORT

WHAT'S INCLUDED

- JustFOIA provides Technical Support—including break/fix assistance and version updates—Monday through Friday, 8:00 AM to 5:00 PM (local time within the continental U.S.) via the online support center, email (support@JustFOIA.com), and phone (866-942-0464).

JUSTFOIA MANAGED SUPPORT SERVICES (JMSS)

WHAT'S INCLUDED

- 5 Hours that expire each year on Client's renewal date to use for assistance with consultation, training, and configuration post-implementation, including:
 - Access to support technicians with enhanced knowledge
 - Conduct remote training(s) for new/existing users
 - Perform Annual System Review
 - Assistance with system configurations and modifications to Users, Forms, Workflows, Email Templates, Reports, Dashboards, and Redaction settings

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Any deviations from the contract will be documented in a Change Order that Client must execute.
- All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.
- For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that Client may elect not to enable some contracted Deliverables before Go Live. Support Services hours will be required to enable those contracted Deliverables after Go Live.
- All services, unless otherwise noted, will be performed remotely.

STANDARD IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Completion of the Initial User Configuration Spreadsheet
 - Completion of One Workflow Questionnaire per request form process outlining current records request process(es) and requirements.
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal staff trainings (General Staff Users)
- Perform user acceptance testing
- Complete JustFOIA LMS Training Center trainings and certification

JustFOIA TASKS & DELIVERABLES

- Deploy site in in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (Up to 75 minutes) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (Up to 75 minutes) to identify implementation milestones and introduce Client to public-facing JustFOIA site and request form(s)
- Lead up to two 1-hour discovery sessions (2 total hours) to understand, guide, and recommend process improvement
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Configure number of standard (non-dynamic) request forms defined in the Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct System Training 1 (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct System Training 2 (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct Redaction and Document Management Training (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct Remote Workflow Training (up to 90 minutes per form); recording made available in JustFOIA LMS
- Provide quality assurance testing
- Conduct 30-minute remote introduction to Client Success and Support Teams

JustFOIA TASKS & DELIVERABLES

- Deploy site in in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (Up to 75 minutes) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (Up to 75 minutes) to identify implementation milestones and introduce Client to public-facing JustFOIA site and request form(s)
- Lead up to two 1-hour discovery sessions (2 total hours) to understand, guide, and recommend process improvement
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Configure number of standard and advanced (dynamic) request forms defined in the Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct Remote System Training 1 (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct Remote System Training 2 (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct Remote Redaction and Document Management Training (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct Remote Workflow Training (up to 90 minutes per form); recording made available in JustFOIA LMS
- Lead up to two 1-hour training sessions (2 total hours) covering Client's desired topic(s); recordings made available in JustFOIA LMS
- Configure client-provided Redaction Exemption Codes, if required by Client
- Provide quality assurance testing
- Conduct 30-minute remote introduction to Client Success and Support Teams

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

PAYMENT PORTAL CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review Payment Portal Guide
- Set up an account with a valid Payment Processor (Global Payments, Authorize.net, PayPal, NIC, Catalis, or Point and Pay)*

**Recommended that merchant account application be completed at the time of JustFOIA contract execution to avoid project delays.*

- Supply necessary credentials from Payment Processor. Examples include:
 - Client Key
 - Web Key
 - API Identifier
 - Payment Type Name
 - Allowed Payment Method
 - Participate in testing process

JUSTFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Payment Portal

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Choose an Identity Provider
- Attend a 30 minutes Integration session with JustFOIA to complete the configuration
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Configure JustFOIA SSO:
 - Deliver the JustFOIA [Single Sign-on Guide](#)
 - Lead a 30-minute Integration session to complete the configuration
- Complete testing

JUSTFOIA TERMS OF SOFTWARE SERVICE

THESE **TERMS OF SOFTWARE SERVICE (THESE “TERMS”)** APPLY TO ALL ORDERS PLACED FOR THE JUSTFOIA SOFTWARE PROVIDED AS A SERVICE (THE “SOLUTION”). THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like (“Malicious Code”) to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA’s knowledge, Client’s use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA’s written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA’s use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

LIMITED LIABILITY

JUSTFOIA’S, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, TOTAL AGGREGATE LIABILITY, FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THESE TERMS, OR USE OF THE SOLUTION (INCLUDING, WITHOUT LIMITATION, LICENSED SOFTWARE, SAAS OFFERINGS HOSTED ON MICROSOFT AZURE, AND ANY RELATED PROFESSIONAL SERVICES), SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY JUSTFOIA UNDER THE APPLICABLE ORDER GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

LIMITED LIABILITY SHALL NOT APPLY TO: (A) BREACH OF INTELLECTUAL PROPERTY RIGHTS; (B) A BREACH OF ANY APPLICABLE ACCEPTABLE USE POLICY; (C) FRAUD OR WILLFUL MISCONDUCT; OR (D) LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITED LIABILITY SET OUT IN THIS SECTION SHALL TAKE PRECEDENCE OVER LANGUAGE INCLUDED IN ANY OTHER AGREEMENT.

CLIENT SOLUTION CUSTOMIZATIONS

JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Terms do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Terms, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered “Works made for Hire” or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client’s account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client’s responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client’s information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client’s information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client’s information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client’s information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server’s files that Client has in common with other users, provided that JustFOIA’s confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as “Certified” (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, “Certified” shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

MASTER SERVICES AGREEMENT NO. 20159

This Master Services Agreement No. 20159 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of the applicable Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

Payments for recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") are non-refundable.

4. **Term and Termination**

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will continue for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

Notwithstanding anything to the contrary, despite expiration, non-renewal, or termination of this Agreement, unless the Parties have executed a master agreement that supersedes this Agreement, if at any time there is any active Order, or Company is providing any services to Client, the terms of this Agreement will continue to apply to the applicable Order or services.

5. **Working Arrangements**

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. **Company Personnel**

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. **Non-Solicitation**

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to

a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

9. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

10. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of

the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information.

11. **Warranty**

(a) **General Representation and Warranty.**

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) **Services Warranty.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) **General Warranty.**

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. **Indemnification and Limitation of Liability**

(a) **Indemnification.**

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) **Indemnification Procedure.**

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) **Limitation of Liability.**

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. UNLESS PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN THE WARRANTY AND INDEMNIFICATION AND LIMITATION OF LIABILITY SECTIONS HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to Company</u>	<u>If to Client:</u>
MCCi, LLC	City of Madison
3717 Apalachee Parkway	100 Hughes Road
Suite 201	
Tallahassee, FL 32311	Madison, AL 35758
Attn: Legal Department	Attn: Lisa Thomas
Email: legal@mccinnovations.com	Email: lisa.thomas@madisonal.gov

15. Miscellaneous

- (a) **EULA (End User License Agreement) Provisions.**
Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("**EULA**"). This applies, without limitation, to MCCi affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company.
- (b) **Use of Open-Source Code.**
Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.
- (c) **Client Software Customizations.**
Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.
- (d) **Company Software Configuration Services.**
Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.
- (e) **Compliance with Laws.**
To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.
- (f) **Equal Opportunity.**
To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals

based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in this Agreement.

(r) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document

format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Data Privacy), 9 (Confidential Information), 10 (Intellectual Property), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

CITY OF MADISON ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

100 HUGHES ROAD
MADISON, AL 35758

RESOLUTION NO. 2026-187-R**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND
ISSUANCE OF CHANGE ORDER NO. 1 TO AGREEMENT WITH
SWEEPING CORPORATION OF AMERICA, LLC, FOR BID NUMBER
2025-023-ITB, STREET SWEEPING SERVICES**

WHEREAS, Bid Number 2025-023-ITB for the provision of street sweeping services for the City of Madison, Alabama, was let on or about December 16, 2025; and

WHEREAS, such bid was awarded to Sweeping Corporation of America, LLC, and a contractual relationship thereby established; and

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

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

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

BE IT FURTHER RESOLVED that the original contract between the City and Sweeping Corporation of America, LLC, for the provision of street sweeping services for the City of Madison, Alabama, is hereby amended to include a five percent (5%) adjustment due to ongoing market conditions, including an increase in oil and fuel costs, **in an amount not to exceed three thousand two hundred forty-eight dollars and twenty-five cents (\$3,248.25)**, such amendment to be limited to the adjustments to the scope of work set forth in the attached "Contract Change Order No. 1," all other provisions of the original contract remaining unchanged.

READ, PASSED AND ADOPTED this 26th day of May 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

**BID NUMBER 2025-023-ITB
CONTRACT CHANGE ORDER #1**

STATEMENT OF SUPPORT FOR CHANGE ORDER

The following is offered in support of Contract Change Order #1 to Bid Number 2025-023-ITB as it was awarded to Sweeping Corporation of America in 2025:

1. The requested change order will modify the Engineering Department's existing street sweeping services contract, to-wit:
 - a. A five percent (5%) adjustment increase to the contract amount due to ongoing market conditions, including a significant increase in oil and fuel costs.
The current annual contract amount of \$64,965 shall increase by \$3,248.25, resulting in a revised annual contract amount of \$68,213.25, effective May 15, 2026.
2. The requested change order has been instituted by the undersigned for the following reason:
 - a. The requested adjustment is necessary to account for increased operational costs associated with providing the contracted services and to maintain continuity of services for the City
3. Implementation of this change order does not cause a change exceeding ten percent (10%) of the contract price. It makes fiscal and administrative sense to make this minor modification via change order rather than through competitive bidding.
4. I have reviewed the pricing submitted by the vendor and found it to be reasonable, fair, and equitable and recommend approval of the same.



Michael Johnson,
Engineering Director

City of Madison, Alabama
Legal Department—Competitive Purchasing Division

INVITATION TO BID
#2025-023-ITB | Street Sweeping
Issued December 3, 2025

AMENDMENT TO AGREEMENT

This Amendment to the Agreement dated December 26, 2025 (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as the “City,” and **Sweeping Corporation of America, LLC**, located at 4141 Rockside Road, Suite 100, Seven Hills, Ohio, 44131, hereinafter referred to as the “Contractor.”

RECITALS:

WHEREAS, by virtue of passage of Resolution Number 2025-412-R, the City Council of the City of Madison awarded the Bid for street sweeping services (the “Project”) in the amount of **sixty-four thousand nine hundred sixty-five dollars (\$64,965.00)**; and

WHEREAS, on December 26, 2025, the parties entered into an Agreement for the Project (the “Agreement”) pursuant to such award; and

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

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

WHEREAS, the City Engineer has recommended a modification to the contract, which is described in the Change Order attached hereto as Attachment A; and

WHEREAS, the City Engineer, in requesting the Change Order, has provided a signed statement explaining the need and justification for the additional work attached hereto as Attachment B; and

WHEREAS, the City Council has approved of this Amendment via Resolution No. 2026-187-R; and

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

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

Contractor agree as follows:

A. Amendment to Agreement:

1. Section 2 is hereby amended as follows:

A. **Costs and Payment.** The City will pay, and the Contractor will accept in full consideration for the performance of the Project, payment in accordance with the prices set forth in Contractor's accepted Bid, the total amount of compensation, subject to additions and deductions as provided in this Agreement not to exceed sixty-eight thousand two hundred thirteen dollars and twenty five cents (\$68,213.25). The parties understand and agree that the pricing submitted by Contractor and accepted by the City includes all costs for all labor, equipment, transportation, and material necessary to provide these services, including any fees, materials costs, chemical costs, and fuel costs, and any other fees associated with Contractor's provision of the services. Notwithstanding the provisions for amendment found in Section 3. below, the cost set forth in the Bid for each type and frequency of service shall be unchanged, and each is hereby deemed unchangeable, for the entire term of this Agreement, including any renewals.

B. Remainder.

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

C. Effective Date.

The foregoing amendments shall be effective as of the date of final execution by the parties.

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

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

By: _____
Ranae Bartlett, Mayor

Attest: _____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

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

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

Notary Public

SWEEPING CORPORATION OF AMERICA

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §

 §

COUNTY OF MADISON §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of **Sweeping Corporation of America**, is signed to the foregoing instrument, and who is/was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

Notary Public



4141 Rockside Road, Suite 100,
Cleveland, OH 44131

4/15/2026

Subject: Request for Contract Price Adjustment

Dear Valued Partner,

At SCA, we greatly value our partnership with your agency and the trust you place in us to support your operations. We are proud to serve as a reliable partner and remain committed to delivering safe, consistent, and high-quality service that meets your needs.

As we continue working together, we want to proactively address changes in the operating environment that are impacting service delivery. Per the terms outlined in our agreement, we respectfully request a contract price adjustment, in accordance with the provisions set forth in the contract.

In addition, we are requesting a **further 5% adjustment** due to ongoing market conditions. Over the past month, we have experienced significant increases in oil and fuel costs and are anticipating this to last throughout the rest of the year. Along with broader inflationary pressures affecting labor, equipment, and materials, this has created cost impacts that were not expected at the time of our original proposal, placing added strain on maintaining current service levels.

Accordingly, we are proposing an adjustment of the **contract CPI + 5%**, inclusive of both the contractual and additional components, which will take effect on **May 15, 2026**.

We kindly ask for your review and written approval of this request at your earliest convenience. Please send your approval to SCAService@Sweepingcorp.com or contact your local service branch.

We appreciate your understanding of the current economic environment and the challenges it presents. SCA remains fully committed to supporting your operations, and we welcome the opportunity to meet and discuss this request in further detail if needed.

Thank you for your continued partnership.

Sincerely,
Sweeping Corporation of America

RESOLUTION NO. 2026-200-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH MULLINS, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Mullins, LLC, for professional surveying and design services necessary for Project No. 26-012 for the Greenway Trail extension along Town Madison Boulevard and Graphics Drive, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of May 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Mullins, LLC, located at 2101 West Clinton Avenue, Suite 503, Huntsville, Alabama 35805, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison seeks professional engineering and design services for the Greenway Trail Extension to be located along Town Madison Boulevard and Graphics Drive; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional engineering and design services for the Greenway Trail extension along Town Madison Boulevard and Graphics Drive, said designs to be prepared according to the Consultant's proposal dated April 1, 2026 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State

of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- C. Consultant shall ensure that all designs created as a result of this agreement comply with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **ninety-three thousand five hundred dollars (\$93,500.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.

- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment B, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, agents, and employees with per-project policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation;

and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall name the City and its employees, agents, and servants as additional insureds in said policies and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate per project.

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

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*Jeff Mullins, PE
President
Mullins, LLC*

2101 West Clinton Avenue, Suite 503
Huntsville, AL 35805

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

Mullins, LLC
Consultant

By: _____
Jeff Mullins, President

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 Jeff Mullins, whose name as President of Mullins, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

April 1, 2026

City of Madison
Attn: Mary Beth Broeren, Director of Development
Services
100 Hughes Road
Madison, AL 35758



Subject: Proposal for Surveying and Design Services for the Greenway Trail Project beginning at Town Madison Boulevard at Rampart Street along Town Madison Boulevard and Graphics Drive to Duluth Trading Company Store on Graphics Drive

Dear Mary Beth,

This proposal outlines the project scope, methodology, timeline, and budget for the surveying and design of the new Greenway trail segment ultimately connecting Toyota Field to the Duluth Trading Company store. The trail length is estimated at approximately 0.85 miles based on preliminary route analysis, providing a safe, multi-use path for pedestrians, cyclists, and recreational users.

1. Project Overview

The proposed Greenway trail will extend from west of Homewood Suites along Town Madison Boulevard and Graphics Drive to the Duluth Trading Company store.

2. Scope of Work

Our services will encompass comprehensive surveying and design phases, divided into the following key components:

2.1 Surveying

- **Topographic Survey:** Conduct a detailed topographic survey of the 1.0-mile route, including elevation data, existing utilities, drainage patterns, and vegetation.
- **Boundary and Right-of-Way Survey:** Identify property boundaries, easements, and any encroachments along Town Madison Boulevard and Graphics Drive. Coordinate with adjacent landowners (e.g., Town Madison developers) to secure necessary permissions.
- **Utility Locates and Coordination:** Map underground and overhead utilities, coordinating with Alabama One Call and local providers to avoid conflicts.

2.2 Design

The design will adhere to Singing River Trail guidelines ensuring consistency with the regional system. Primary design elements include:

- **Trail Configuration:** A shared-use path with a standard width of 8 to 10 feet.
- **Surface Materials:** Paved with concrete for durability and all-weather use, meeting ADA requirements.

- **Accessibility Standards:** Full ADA compliance, including maximum 5% running slopes, 2% cross slopes, and resting areas every 300 feet. Curb ramps, detectable warning surfaces, and clear widths of at least 5 feet will be integrated at crossings.

The design will include preliminary and final plans, specifications, and construction documents suitable for bidding and permitting.

2.3 Railroad Design and Coordination – Norfolk Southern Railroad

The project corridor is in proximity to facilities owned and operated by Norfolk Southern Railroad (NSRR). As such, coordination with NSRR will be required to ensure compliance with railroad engineering standards, safety requirements, and review procedures.

Services associated with railroad coordination will include the following:

- **Railroad Coordination:** Coordinate with Norfolk Southern Railroad representatives to establish project requirements, review processes, and applicable design criteria for improvements located within or adjacent to railroad right-of-way or influence areas.
- **Design Compliance:** Prepare design elements affecting railroad property in accordance with current Norfolk Southern design guidelines, clearance requirements, and applicable industry standards. This may include horizontal and vertical clearances, drainage considerations, grading limits, and protection measures near railroad operations.
- **Permitting Support:** Assist the City in coordinating railroad agreements or permits required for construction activities near railroad property; however, application fees, railroad review fees, flagging services, insurance requirements, and construction-phase coordination are excluded unless specifically authorized as an additional service.

3. Budget Estimate

We propose a lump-sum fee of \$93,500 for the 0.85-mile trail design, including all surveying, design, management, labor, equipment, and deliverables.

Category	Estimated Cost
Surveying	\$20,000
Design Services	\$50,000
Norfolk Southern Design/Permitting	\$18,500 (Optional)
Project Management & Contingencies	\$5,000
Total	\$93,500

4. Bidding Process

Upon completion of the design phase, Mullins LLC will provide comprehensive bid documents, including detailed plans, specifications, and quantity estimates, to facilitate a competitive bidding process for construction. We recommend the City issue an Invitation to Bid (ITB) through public advertisement in accordance with Alabama state procurement laws (e.g., Alabama Code §39-2-2), targeting qualified contractors experienced in trail and infrastructure projects.

5. Exclusions

The following services are not included in the scope of this proposal unless specifically requested and authorized by the City as an additional service:

- **Geotechnical Engineering Services:** Subsurface investigations, soil borings, laboratory testing, geotechnical analysis, and foundation or pavement design recommendations.
- **Norfolk Southern:** flagging costs, insurance requirements, construction coordination services, and railroad construction engineering or inspection services.
- **Alabama Department of Environmental Management (ADEM) Permitting:** Preparation of permit applications, environmental studies, water quality modeling, stormwater permitting (e.g., NPDES), or any other regulatory approvals required from ADEM.

Thank you again for the opportunity. Please let me know if you have any questions or would like to schedule a quick call.

Sincerely,
Mullins LLC

A handwritten signature in blue ink, appearing to read 'JM', is positioned above the printed name.

Jeff Mullins, P.E.
Managing Member

RESOLUTION NO. 2026-191-R

A RESOLUTION TO AWARD BID NO. 2026-006-ITB FOR RETAINING WALL – TOYOTA FIELD WEST PARKING LOT

WHEREAS, the City of Madison’s Bidding Coordinator, by proper notice, solicited bids for Project No. 2026-006-ITB in accordance with Alabama’s Competitive Bid Law, Title 34 of the *Code of Alabama*, for construction of a retaining wall at the Toyota Field west parking lot; and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project’s Invitation to Bid were opened and read on or about May 13, 2026, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, the appropriate City staff have considered and evaluated the bids and, after full consideration of each, have recommended that Council award the bid to **Miller & Miller, Inc.**, for the Retaining Wall -Toyota Field West Parking Lot project identified in the Bid Submittal; and

WHEREAS, the City Council finds that it is in the best interest of the City to award the bid for Project No. 2026-006-ITB to **Miller & Miller, Inc.**, for the services and at the amounts set forth in the attached Bid Tabulation, such award to be made according to the terms and conditions set forth in the Invitation to Bid and the Bid Submittal attached hereto and incorporated herein by reference; and

WHEREAS, the City Council finds and determines that the Project will prevent erosion and will prevent pollutants, sediment, and illicit discharges from entering the municipal separate storm sewers;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that Project No. 2026-006-ITB is hereby awarded to **Miller & Miller, Inc.**, subject to the terms and conditions of the Invitation to Bid and that the Mayor and City Clerk-Treasurer are hereby authorized to execute and appropriately attest any and all documentation required to effectuate such award; and

BE IT FURTHER RESOLVED that this award is conditioned upon **Miller & Miller, Inc.**, completing and submitting to the City all required documents and items related thereto; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment from the City’s Stormwater Management Fund, created pursuant to Ordinance No. 2014-213, to **Miller & Miller, Inc.**, in accordance with the terms and conditions of services as set forth in the Invitation to Bid.

Resolution No. 2026-191-R

READ, PASSED, AND ADOPTED this 26th day of May 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



2026-006-ITB / Retaining Wall – Toyota Field West Parking Lot
Issued April 22, 2026

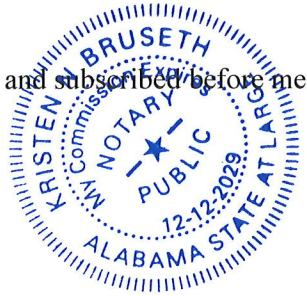
BID TABULATION

BIDDER NAME	Miller & Miller, Inc.	Redmond Construction Company, LLC	Stilwell Construction Inc.	Lambert Contracting, LLC	Cates and Puckett Construction	Alabama Grading & Excavation	Nation & Company, LLC
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y	Y	Y	Disqualified – Did not submit on Updated Pricing Sheet from Addendum #1; Does not have correct Major Classifications on General Contractors License	Disqualified –Does not have correct Major Classifications on General Contractors License
ATTENDED MANDATORY PRE-BID MEETING	Y	Y	Y	Y	Y		
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y	Y		
BID BOND	Y	Y	Y	Y	Y		
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y	Y	Y		
CERTIFICATE OF INSURANCE	Y	Y	Y	Y	Y		
E-VERIFY ENROLLMENT	Y	Y	Y	Y	Y		
ACKNOWLEDGED ADDENDUM #1	Y	Y	Y	Y	Y		
TOTAL BASE BID	\$438,534.80	\$439,455.50	\$459,948.83	\$587,263.60	\$861,718.00		

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 14 day of May, 2026.



Kristen V Bruseeth
Notary Public

City of Madison, Alabama
 Bid Number: 2026-006-ITB
 Project: Retaining Wall – Toyota Field West Parking Lot
 Issued: April 22, 2026



ADDENDUM #1 – UPDATED BIDDER PRICING SHEET

BIDDER NAME: Miller & Miller, Inc.

ADDRESS: 2106 Miller Ferry Way SW

CITY/STATE/ZIP: Huntsville AL 35801-5362

****Note:** Submitted pricing shall include: one hundred (100) cubic yards of rock excavation and haul off, as well as ten (10) cubic yards of unsuitable soil removal, haul off and replacement with structural soil fill.

Base Bid Subtotal:	\$ <u>398,668.00</u>
Contingency (10% of Bid Subtotal):	+ \$ <u>39,866.80</u>
Total Base Bid:	= \$ <u>438,534.80</u>

UNIT PRICES: The following unit prices are for additions to or deductions from the work wherein unit prices are applicable as determined by the Architect and Owner. These unit prices include all charges for labor and materials, fee, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, for unit item of work in place. If the volume is higher or lower than the amounts included in the total base bid price submitted above, the contract sum shall be increased or decreased based upon quantity difference multiplied by the applicable unit price, in accordance with the general conditions.

- | | |
|---|----------------------|
| 1. Rock Excavation and Haul Off | \$ <u>70.00</u> /CY |
| 2. Unsuitable Soil Removal, Haul Off, and Replacement | \$ <u>54.50</u> /CY |
| 3. Asphalt Removal and Replacement | \$ <u>50.00</u> /SY |
| 4. Dense Graded Aggregate Base Stone Placement and Compaction | \$ <u>30.00</u> /TON |

I, Mark E. Miller, 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.

05/13/2026

Date


 Signature of Authorized Representative

RESOLUTION NO. 2026-195-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH J.M. PHILLIPS ENGINEERING, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with J.M. Phillips Engineering, LLC, for the provision of civil engineering design services for the proposed improvements to the entrance at the Madison Wellness Center located at 190 Graphics Drive, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of May 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

*FACILITIES & GROUNDS
CONSULTANT SERVICES*



May 5, 2026

City of Madison
100 Hughes Road
Madison, Alabama 35758

Attention: Mr. Gerald Smith
Town Madison Wellness Center
Entrance Improvements
Proposal No.: J-26027-A

Dear Mr. Smith;

J.M. Phillips Engineering, LLC is pleased to present this proposal for Civil Engineering Design Services for the proposed improvements to the entrance for the Madison Wellness Center in Madison Alabama. The proposed improvements will add a driveway access from Graphics Drive to the Center. The existing parking lot is also planned to be seal coated and restriped during the project. It is our mission to provide innovative design solutions to meet our client's needs. We feel we can be a valuable member of the team for this project.

Sincerely,

J.M. Phillips Engineering, LLC

Jason M. Phillips, P.E.
President

ATTACHMENT A

SCOPE OF SERVICES

SURVEYING

1. Topographic Survey of the project area. (See Attachment C)
 - a. The Topographic Survey shall depict and include the following information:
 - i. Location of all observed improvements, including but not limited to, paving, sidewalks, curb and gutter, paving, fences, ditches and rip rap.
 - b. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
 - c. Depict FEMA flood zone information from the current FEMA Maps.
 - d. Survey shall be made in accordance with the Standards of practice for Surveying in the State of Alabama.
 - e. 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.
 - f. 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.

CIVIL DESIGN

J.M. Phillips Engineering, LLC will prepare the plans and documents necessary for the approval and construction of the site improvements at the Madison Wellness Center. These plans and documents are anticipated to include the following:

- a. Site Demolition Plan;
- b. Site Development Plan;
- c. Site Layout Plan;
- d. Site Grading and Drainage Plan;
- e. Site Utility Plan;
- f. Phased Erosion Control Plans;
- g. Construction Details;
- h. Hydraulic/ Hydrologic Modeling, Design, and Report
- i. Construction Reviews/ Administration

LIMITED GEOTECHNICAL ENGINEERING EVALUATION

The following services are proposed:

- Reconnaissance of the site to review and document general site conditions, as well as the presence of any readily apparent geologic hazards.
- Subsurface exploration.
- Compilation and analysis of the field and laboratory data.
- Preparation of a report presenting our findings and opinions regarding site and proposed development. This report will address the conditions encountered, the impact these conditions could have on development, as well as preliminary discussions including;
 - Anticipated site preparation requirements;
 - Earthwork considerations including fill material and compaction requirements;
 - Suitability of onsite soils for use of fill;
 - Anticipated pavement sections and;
- Other geotechnical considerations.

LANDSCAPE DESIGN

A landscape and irrigation design will be prepared for the proposed improved site. The planting plan will show the location of all trees, shrubs, groundcovers, seasonal color bed locations and grass to be used. All plants will be properly spaced and labeled on the plan. A plant list / cost estimate showing quantities, sizes and root types will be provided for use in comparing competitive landscape contractor bids. Detail drawings will be provided for all plant material installation. The final irrigation plan will show and specify all required equipment for a full operating system. Irrigation plans will cover all site landscape areas. Water saving heads and nozzles will be used in the design of the system to reduce the potable water for the site. Irrigation Details and specifications will be provided for proper installation.

SIGN STRUCTURAL ENGINEERING DESIGN

The structural components of the proposed entry signs will be designed by a licensed structural engineer.

SITE LIGHTING / PHOTOMETRIC DESIGN

A site lighting and photometric plan will be designed to provide lighting in the personal vehicle areas (PVA) to meet the requirements of the City of Madison's Zoning Ordinance.

GENERAL ASSUMPTIONS AND REQUIREMENTS

- Client shall provide site access as required to perform the work as requested within the scope of this project and that Engineer and Subconsultants may enter the subject properties as well as the adjoining properties without further notice if this agreement is executed.
- J.M. Phillips Engineering, LLC will provide electronic copies of the stamped design drawings. Specifications will be made on the design plans.
- Client shall provide Engineer with all information needed (i.e., CAD/PDF files of Architectural, Mechanical, Plumbing, Electrical Plans)
- Any application, printing and recording fees for the project will be billed as reimbursables for the project.
- Reimbursable expenses will be billed monthly at cost plus 15%.
- J.M. Phillips Engineering, LLC has included the submission of the Civil Design Package for review with the City of Madison. Any applications fees charged for the review of the project will be billed as a reimbursable expense to the project.

EXCLUSIONS

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

- Application/ Submission and Recording Fees
- Postage/Mailing Fees (if required)
- Revisions based on errors from the information provided to Engineer by others.
- FEMA Elevation Certificates, LOMR, LOMR-F, etc.
- Subdivision, Rezoning, variance, vacation requests, or other matters not specifically mentioned herein above.
- As-Built Surveys and/or drawings
- Environmental Studies. It is assumed that all necessary environmental studies will be performed by others and approved by judicial authorities.
- Offsite infrastructure and/ or utility extensions or improvement design services
- Any activities not associated within the Scope of Services as defined herein above.

ATTACHMENT B

FEE SCHEDULE

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

ITEM		Fee
1	BOUNDARY AND LIMITED TOPO	\$ 2,750.00
2	CIVIL ENGINEERING DESIGN	\$ 15,900.00
3	GEOTECHNICAL ENGINEERING EVALUATION	\$ 4,025.00
4	LANDSCAPE DESIGN	\$ 9,775.00
5	SIGN STRUCTURAL ENGINEERING	\$ 2,300.00
6	SITE LIGHTING AND PHOTOMETRIC DESIGN	\$ 2,875.00
TOTAL		\$ 37,625.00

HOURLY RATES AND MATERIALS

Engineering

Principal Engineer	\$210 / hour
Senior Project Manager	\$190 / hour
Project Manager	\$160 / hour
Draftsman	\$115 / hour
Courier or Administrative	\$80 / hour

PRINTING

Black and White (11" x 17")	\$0.75 / sheet
Black and White (18" x 24")	\$2.00 / sheet
Black and White (24" x 36")	\$3.00 / sheet
Black and White (30" x 42")	\$4.00 / sheet

ATTACHMENT C

ENTRANCE AND PARKING IMPROVEMENTS TOPO AREA



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 J.M. Phillips Engineering, LLC, located at 206 Beirne Avenue NE, Huntsville, Alabama 35801, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison seeks professional services for civil engineering design for proposed improvements to the entrance for the Madison Wellness Center, located at 190 Graphics Drive ; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Preparation of plans and documents necessary for proposed entrance improvements to Madison Wellness Center, said designs to be prepared according to the Consultant's proposal dated ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall

be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- C. Consultant shall ensure that all designs created as a result of this agreement comply with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **thirty-seven thousand six hundred twenty-five dollars (\$37,625.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total

compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.

- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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

shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate per project.

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

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority,

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT; WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Facilities & Grounds Director
228 Mose Chapel Road
Madison, Alabama 35758*

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

All notices to Consultant shall be addressed to:

*Jason Phillips, PE
President
J.M. Phillips Engineering, LLC
P.O. Box 2612
Huntsville, AL 35804*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

J.M. Phillips Engineering, LLC
Consultant

By: _____
Jason Phillips, President

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 Jason Phillips, whose name as President of J.M. Phillips Engineering, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

RESOLUTION NO. 2026-196-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH J.M. PHILLIPS ENGINEERING, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with J.M. Phillips Engineering, LLC, for the provision of civil engineering design services for the proposed improvements to the softball fields at the Madison Wellness Center located at 190 Graphics Drive, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of May 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and J.M. Phillips Engineering, LLC, located at 206 Beirne Avenue NE, Huntsville, Alabama 35801, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison seeks professional services for civil engineering design for proposed improvements to the softball fields at the Madison Wellness Center located at 190 Graphics Drive; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Preparation of plans and documents necessary for proposed improvements to the softball fields at the Madison Wellness Center, said designs to be prepared according to the Consultant's proposal dated ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall

be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- C. Consultant shall ensure that all designs created as a result of this agreement comply with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **sixteen thousand one hundred dollars (\$16,100.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total

compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.

- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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

shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate per project.

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

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority,

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT; WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Facilities & Grounds Director
228 Mose Chapel Road
Madison, Alabama 35758*

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

All notices to Consultant shall be addressed to:

*Jason Phillips, PE
President
J.M. Phillips Engineering, LLC
P.O. Box 2612
Huntsville, AL 35804*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

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

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

J.M. Phillips Engineering, LLC
Consultant

By: _____
Jason Phillips, President

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 Jason Phillips, whose name as President of J.M. Phillips Engineering, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

Town 38
WELLNESS CENTER



May 5, 2026

City of Madison
100 Hughes Road
Madison, Alabama 35758

Attention: Mr. Gerald Smith
Town Madison Wellness Center
Proposed Batting Cages and Bullpens
Proposal No.: J-26027-B

Dear Mr. Smith;

J.M. Phillips Engineering, LLC is pleased to present this proposal for Civil Engineering Design Services for the proposed improvements to the softball fields at the Madison Wellness Center in Madison Alabama. The proposed improvements will consist of the construction of new batting cages and bullpen areas for each of the existing softball fields. It is our mission to provide innovative design solutions to meet our client's needs. We feel we can be a valuable member of the team for this project.

Sincerely,

J.M. Phillips Engineering, LLC

A handwritten signature in blue ink, appearing to read "J.M. Phillips", written over a horizontal line.

Jason M. Phillips, P.E.
President

ATTACHMENT A

SCOPE OF SERVICES

SURVEYING

1. Topographic Survey of the project area. (See Attachment C)
 - a. The Topographic Survey shall depict and include the following information:
 - i. Location of all observed improvements, including but not limited to, paving, sidewalks, curb and gutter, paving, fences, ditches and rip rap.
 - b. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
 - c. Depict FEMA flood zone information from the current FEMA Maps.
 - d. Survey shall be made in accordance with the Standards of practice for Surveying in the State of Alabama.
 - e. 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.
 - f. 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.

CIVIL DESIGN

J.M. Phillips Engineering, LLC will prepare the plans and documents necessary for the approval and construction of the site improvements for the proposed new batting cages and bullpens at Madison Wellness Center softball fields. These plans and documents are anticipated to include the following:

- a. Site Demolition Plan;
- b. Site Development Plan;
- c. Site Layout Plan;
- d. Site Grading and Drainage Plan;
- e. Site Utility Plan;
- f. Phased Erosion Control Plans;
- g. Construction Details;
- h. Hydraulic/ Hydrologic Modeling, Design, and Report
- i. Construction Reviews/ Administration

GENERAL ASSUMPTIONS AND REQUIREMENTS

- Client shall provide site access as required to perform the work as requested within the scope of this project and that Engineer and Subconsultants may enter the subject properties as well as the adjoining properties without further notice if this agreement is executed.
- J.M. Phillips Engineering, LLC will provide electronic copies of the stamped design drawings. Specifications will be made on the design plans.
- Client shall provide Engineer with all information needed (i.e., CAD/PDF files of Architectural, Mechanical, Plumbing, Electrical Plans)
- Any application, printing and recording fees for the project will be billed as reimbursables for the project.
- Reimbursable expenses will be billed monthly at cost plus 15%.
- J.M. Phillips Engineering, LLC has included the submission of the Civil Design Package for review with the City of Madison. Any applications fees charged for the review of the project will be billed as a reimbursable expense to the project.

EXCLUSIONS

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

- Application/ Submission and Recording Fees
- Postage/Mailing Fees (if required)
- Revisions based on errors from the information provided to Engineer by others.
- FEMA Elevation Certificates, LOMR, LOMR-F, etc.
- Subdivision, Rezoning, variance, vacation requests, or other matters not specifically mentioned herein above.
- As-Built Surveys and/or drawings
- Environmental Studies. It is assumed that all necessary environmental studies will be performed by others and approved by judicial authorities.
- Offsite infrastructure and/ or utility extensions or improvement design services
- Site Lighting/ photometric design services
- Geotechnical Engineering Evaluation
- Landscape design services
- Any activities not associated within the Scope of Services as defined herein above.

ATTACHMENT B

FEE SCHEDULE

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

ITEM		Fee
1	BOUNDARY AND LIMITED TOPO	\$ 2,750.00
2	CIVIL ENGINEERING DESIGN	\$ 13,350.00
TOTAL		\$ 16,100.00

HOURLY RATES AND MATERIALS

Engineering

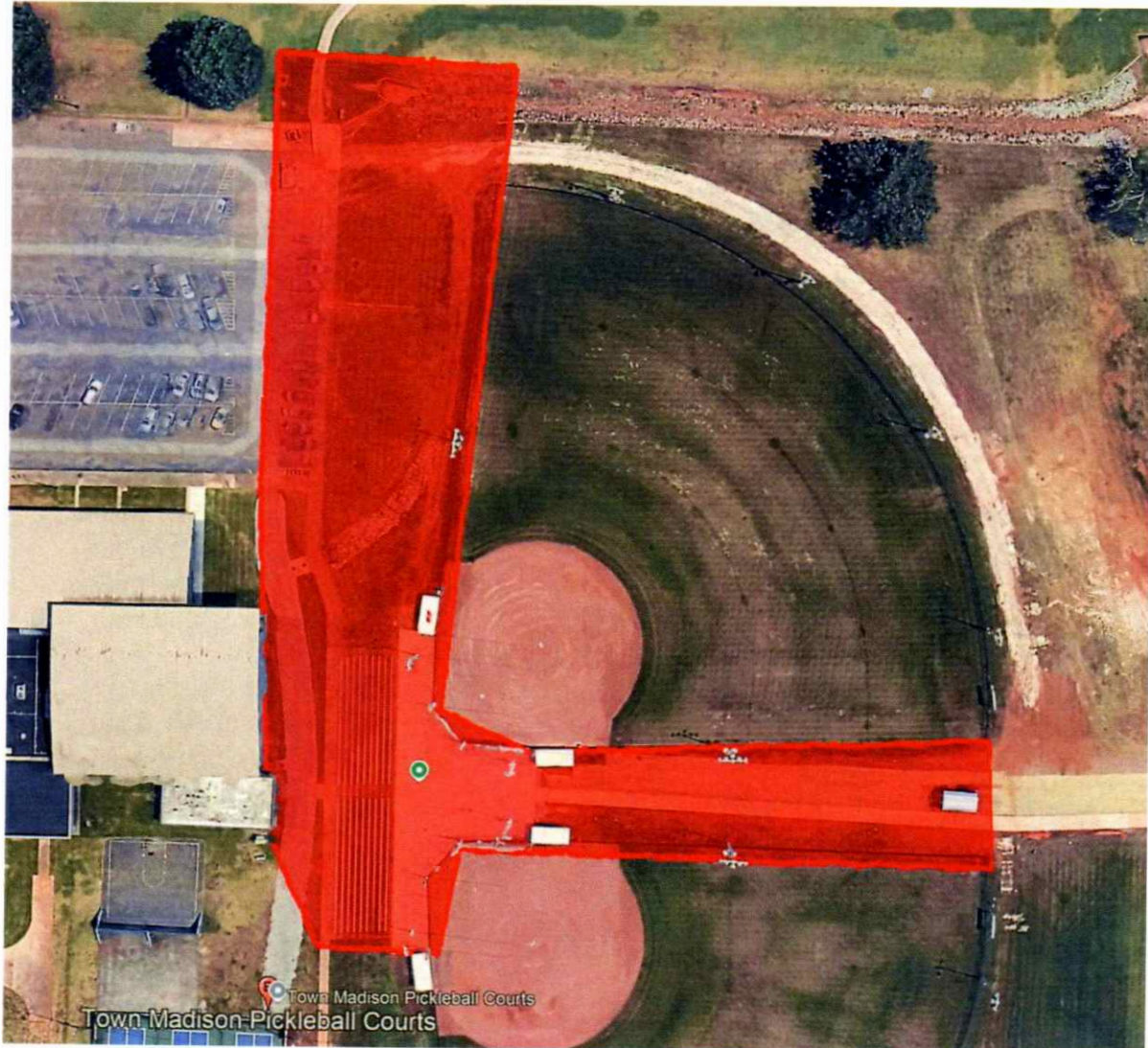
Principal Engineer	\$210 / hour
Senior Project Manager	\$190 / hour
Project Manager	\$160 / hour
Draftsman	\$115 / hour
Courier or Administrative	\$80 / hour

PRINTING

Black and White (11" x 17")	\$0.75 / sheet
Black and White (18" x 24")	\$2.00 / sheet
Black and White (24" x 36")	\$3.00 / sheet
Black and White (30" x 42")	\$4.00 / sheet

ATTACHMENT C

BATTING CAGES AND BULLPENS TOPO AREA



RESOLUTION NO. 2026-193-R**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THREE (3) YEAR SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a three (3) year subscription license with Wide Open West Finance, LLC, d/b/a WOW! Business, for internet and cable television services for the property located at 400 Celtic Drive, Suite A (Animal Control Facility), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "WOW! Business Service Order" ("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 in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of May 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____ 2026

Ranae Bartlett, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison - Animal Control

Phone: (256) 772-5600

Date: 4/24/2026

Account #: 326457902

Fed Tax ID: 63-6005367

Quote #: OPP-1126469

Contact: Chris White

Email: chris.white@madisonal.gov

PHYSICAL ADDRESS

400 Celtic Dr Suite A
Madison AL 35758

BILLING ADDRESS

ATTN: Chris White 100 Hughes Rd
Madison AL 35758-1110

CONTRACT TERM

36 month(s)

SALES REP

Laura Dean
(256) 489-6417
laura.dean@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Ethernet - 100Mbps	Ethernet Connection - 100Mbps	Move/Transfer	1	\$400.00	\$0.00	\$400.00
Ethernet Installation	Ethernet Installation Charge	Move/Transfer	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 400.00
Cable TV						
Broadcast TV Fee	Recovers costs associated with retransmitting television broadcast signals	Move/Transfer	1	\$0.00	\$0.00	\$0.00
Digital Adapter	Digital Adapter	Move/Transfer	5	\$0.00	\$0.00	\$0.00
Sports Surcharge	Offsets some cost WOW! must pay to sports programmers	Move/Transfer	1	\$0.00	\$0.00	\$0.00
Commercial Basic - Standard	Commercial Basic includes Basic and Expanded Basic service.	Move/Transfer	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 0.00
Setup/Install Fees						
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product (Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	Move/Transfer	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 0.00
Pricing subject to approval after internal review					Total:	\$ 0.00
						\$ 400.00

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

(Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE

MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Internet Backup. Wireless Internet Backup provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. WIRELESS INTERNET BACKUP EQUIPMENT CAN LIMIT EXPECTED AND ACTUAL HSD SPEEDS, EVEN WHEN THE WIRELESS INTERNET BACKUP SERVICE IS NOT ENGAGED. Devices connected to the Wireless Internet Backup equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Internet Backup service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed. Service is for devices that provide essential business data traffic and use dynamic IP addresses. The service does not support devices with static IP addresses.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Bellevue Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business

Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

Signature: _____

Date: _____

Print Name: Laura Dean

Title: SAM

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Address: 400 Celtic Dr Suite A Madison AL 35758

Phone: (256) 772-5600

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

COMMERCIAL PROPERTY ACCESS CONSENT AGREEMENT

<u>Owner of Property:</u> Legal Name Property Address 400 Celtic Dr Suite A, Madison AL, 35758	<u>Operator:</u> WOW! Internet, Cable and Phone ("Operator" or "WOW!") Corporate Office Address 7887 E Belleview Ave Ste 1000 Englewood, CO 80111-6007 Division Address 2401 10th St, Huntsville AL, 35805
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WOW! refers to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system where the Property is located.
Effective Date: _____

The Owner of the property referenced above (the "Property"), hereby consents to the installation, operation, maintenance, repair and removal by WOW! at WOW!'s sole cost and expense, of WOW! cable and other equipment (the "System") in, over, under, across and along the Property, to be owned and used solely by WOW! to provide communication services to tenants and other occupants of the Property.

WOW! shall repair any damage to the Property caused by the installation, operation or maintenance of WOW!'s equipment on the Property.

Owner's consent as described herein will continue for so long as WOW! provides or offers communications services to tenants or other occupants of the Property; Owner may terminate this consent if WOW! has not provided service to a tenant or occupant of the Property for six consecutive months.

WOW! will install its equipment in a workmanlike manner and in accordance with industry standards.

At the expiration or termination of WOW!'s right to access the Property, WOW! has the right but not the obligation to remove or disable all or any portion of the System.

WOW! will indemnify and hold harmless the Owner to the extent of any liability or damage to any person or property attributable to the installation, operation and maintenance of WOW!'s equipment on the Property.

Agreed to as of the Effective Date stated above.

Property Owner:

Name: _____
(Please Print)

Signature: _____

Title: _____

Phone: _____

Date: _____

WOW! Internet, Cable and Phone:

Name: _____

Signature: _____

Title: _____

Date: _____

Property Owner Contact (to schedule installation)

Name: _____

Email Address: _____

Phone Number: _____

ORDINANCE NO. 2026-201

AN ORDINANCE ESTABLISHING REGULATIONS CONCERNING SHORT-TERM RENTALS IN THE CITY OF MADISON, ALABAMA

WHEREAS, pursuant to Section 11-52-1 et seq. of the *Code of Alabama* (1975), a municipality is authorized to enact zoning ordinances and provide for the administration and enforcement thereof; and

WHEREAS, within the City's Zoning Ordinance (the "Zoning Ordinance"), the City of Madison, Alabama (the "City"), has approved certain zoning districts in which short-term rentals may be located; and

WHEREAS, pursuant to Section 11-45-1 et seq. of the *Code of Alabama* (1975), a municipality is authorized to enact ordinances not inconsistent with the laws of the state in order to improve the morals, order, comfort, and convenience of the inhabitants of the municipality; and

WHEREAS, to accompany the provisions regarding the permitted locations of short-term rentals in the Zoning Ordinance, the City desires to adopt regulations concerning permitting and operational standards for short-term rentals to be located in the Madison City Code; and

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

Section 1. Purpose.

The purpose of this Ordinance is to establish regulations for the use of short-term rentals in order to provide the framework for a permit system regulating these facilities; impose operational requirements to minimize the potential adverse secondary effects of such uses, including, but not limited to, traffic, noise and density; limit the proliferation of and prevent the over concentration of transient uses in residential neighborhoods and zoning districts; impose reasonable limitations to ensure the long-term availability of housing stock; ensure neighborhood compatibility and maintain harmony with surrounding uses; ensure the collection and payment of taxes; protect the health, safety and welfare of transient occupants and guests patronizing short-term rentals; and protect the health, safety and welfare of the City's residents.

Section 2. Definitions.

"Accessory Building or Use" shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

"Bedroom" shall mean an attached room that is intended, arranged, or designed to be occupied by one or more persons primarily for sleeping purposes and must meet the minimum requirements of the International Building Code adopted by the City.

“Business License” or “License” shall mean an annual license issued by the City for the privilege of doing any kind of business, trade, profession, or any other activity in the municipality, by whatever name called.

“Certificate of Occupancy” shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

“City” shall mean the City of Madison, Alabama.

“City Clerk” shall mean the City Clerk-Treasurer of the City of Madison, Alabama.

“City Council” shall mean the City Council of the City of Madison, Alabama.

“Dwelling” shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

“Dwelling Unit” shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

“Fire Marshal” shall mean the Fire Marshal of the City of Madison, Alabama.

“Local Contact Person” shall mean a person, firm, agency, or Operator representing an owner or owners of a short-term rental who has access and authority to assume management of the short-term rental and take remedial measures.

“Lodging Taxes” shall mean taxes authorized and levied as lodging taxes pursuant to Chapter 10, Article VIII of the *Code of Ordinances, City of Madison, Alabama*, as well as any privilege license taxes that may be levied in lieu of, in substitution for, or in continuation of, said privilege license taxes.

“Madison City Code” shall mean the Code of Ordinances, City of Madison, Alabama.

“Operator” shall mean a Person who is an owner or proprietor of a property, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, managing agency, rental agent, or any other capacity, and who desires to rent the property on a short-term basis to a Transient. Where the Owner performs his or her functions through a managing agency of any type or character or through a rental agent, the managing agency or rental agent has the same duties as the Operator. In order to be eligible to be an Operator hereunder, a Person desiring to operate a short-term rental must be the owner or proprietor of the property on which the short-term rental will occur or be designed in writing by the Owner as the agent for the Owner of the property.

“Owner” shall mean a Person who has a legal right to possess real property, whether as owner, lessee, sublessee, mortgagee in possession, or licensee.

“Person” shall mean any individual or a group of individuals, corporation, estate, trust, partnership, limited liability company, association, joint venture, or any other legal or commercial entity.

“Rent” shall mean the consideration or remuneration charged (regardless of actual receipt) in money, goods, labor, or otherwise, including all receipts, cash, credits, property or services of any kind for the short-term occupancy or possession of space in a Dwelling Unit.

“Rental” shall mean an arrangement between a Transient and an Operator whereby Rent is received in exchange for the right to possess a Short-Term Rental.

“Revenue Officer” shall mean the Revenue Officer of the City of Madison, Alabama.

“Short-Term Rental” or “STR” shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

“Short-Term Rental Operational Permit” or “STR Permit” shall mean a permit issued by the City of Madison for each unit used as a Short-Term Rental.

“Single Family Residence” shall mean any Dwelling, Dwelling Unit, or any structure located in any districts where single-family dwellings are located as defined in the Zoning Ordinance. For the purposes of this Ordinance, a single-family residence shall also include attached and detached single-family and multi-family Dwelling Units designed to be occupied by only one (1) family.

“Transient” shall have the meaning provided in Chapter 12 of the Zoning Ordinance.

“Transient Occupancy Tax” or “Transient Lodging Tax” shall mean the Lodging Tax levied on persons staying in a Short-Term Rental, hotel, inn, motel, tourist home, non-membership campground or other lodging facility.

“Zoning Ordinance” shall mean the Official Zoning Ordinance of the City of Madison, Alabama.

Section 3. Applicability.

It shall be unlawful for any Person or owner of any property within the City of Madison, Alabama (the “City”) to operate a Short-Term Rental (“STR”) or rent residential property on a short-term basis contrary to the procedures and regulations established in this Ordinance, other provisions of the Madison City Code, the Zoning Ordinance, or any applicable state law. The restrictions and obligations contained in this Ordinance shall apply at all times during which residential properties are marketed and used as Short-Term Rentals.

Nothing in this Ordinance affects the right of the City to impose or collect other applicable fees, charges, or penalties or take other appropriate action to remedy a violation of other ordinances or laws.

Section 4. Regulations.

A. Dwellings

The following allowable Dwelling Units may be utilized for Short-Term Rentals:

1. Single-family, detached.
2. Single-family, attached (i.e. condominiums or town homes). Units available for short-term rental shall be designated at the time of application and may not change within the permitting period.
3. Multi-family units. Units available for short-term rental shall be designated at the time of application and may not change within the permitting period.
4. Mobile homes in a designated mobile home park provided the unit is on a permanent foundation.
5. Accessory Buildings or Uses (e.g., carriage houses, converted detached garages).

B. Location of Short-Term Rentals Generally

Short-Term Rentals shall be permitted in certain zoning districts as permitted by the Zoning Ordinance.

C. Total Number of Short-Term Rentals Generally

The total number of Short-Term Rental Operational Permits (“STR Permits”) issued by the City shall not exceed three quarters of one percent (.75%) of the total housing supply, which is equivalent to one hundred ninety (190) STR Permits based on number of estimated housing units in the City of Madison as of the date of this Ordinance. Permits shall be granted on a first come, first served basis. The City Council may amend the cap on the number of STR Permits allowed in this Section 4(C) from year to year based on changes in housing supply or as the public interest otherwise requires.

Section 5. Short-Term Rental Operational Permit Procedures.

A. Generally

1. Every person who desires to engage in business as an Operator of a Short-Term Rental shall obtain a STR Permit and a license for the business prior to offering the Short-Term Rental for rent.
2. Persons engaged in such business on the effective date of this Ordinance must apply for a permit and business license no later than ninety (90) days after this Ordinance becomes effective.
3. The required permit and license shall set forth the name under which the property is owned.
4. A STR Permit is required for each individual Short-Term Rental unit.

5. A separate Certificate of Occupancy is required for each individual location of a Short-Term Rental.
6. All applications for a STR Permit or permit renewal shall be reviewed by City officials including, but not limited to, the Building Department, Planning Department, the Fire Marshal, and the Revenue Department.
7. No permit holder shall transfer the right to operate under any permit issued under this Ordinance to any other Person by lease, agreement, contract, or any other agreement.
8. No permit issued under this Section may be operated or shall have any legal effect at any location other than the location for which it is issued.

B. Application

Each person seeking to obtain a permit to operate a Short-Term Rental shall submit an application to the City of Madison Building Department for a Short-Term Rental Operational Permit on a form provided by the same as well as an application to the Revenue Department for a business license on a form provided by the same. All Short-Term Rental Operational Permit applications shall be accompanied by the payment of a nonrefundable fee of Three Hundred and Fifty Dollars (\$350.00) to help defray the City's cost of processing and reviewing the application. Said application shall include:

1. Permanent address, phone number, and e-mail address of each applicant;
2. The physical address of the STR;
3. A copy of a deed or lease showing the applicant to be the owner of the premises for which the permit is sought;
4. A copy of the applicant's driver's license or government-issued identification;
5. A survey of the property illustrating the number and location of parking spaces allotted to the premises;
6. A floorplan of the building illustrating the bedrooms that will be utilized for short-term rental occupants;
7. Certificate of Insurance proving current, valid liability insurance either showing:
 - i. A rider on a homeowner's policy that expressly covers STRs and provides a minimum of One-Million Dollar (\$1,000,000.00) liability and personal injury coverage; and/or
 - ii. A commercial insurance policy covering short-term rentals at the permitted address that provides a minimum of One-Million Dollar (\$1,000,000.00) liability and personal injury coverage. Said insurance shall indicate the policy shall not terminate or be cancelled prior to the completion of the then current permit period without a thirty (30) day written notice to the City, sent in writing to the attention of the Building Department.
8. The property used as a short-term rental must have no outstanding taxes or municipal code violations present thereon;
9. The name, address, telephone number, and e-mail address of the Local Contact Person;
10. A list of the name and address of all owners who own residential property adjacent to the STR. and

11. Any other information as may be required by the City.

C. Issuance

Upon submission of the required information and supporting documentation, and upon a determination that all standards set forth in this Ordinance have been satisfied, the Building Director, or his or her designee, shall review the application and, if approved, issue the STR Permit and Certificate of Occupancy for the calendar year in which such approval is granted. Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this Ordinance, federal, state, or municipal law related to the operation of a short-term rental, or otherwise fails to demonstrate the ability to comply with local, state, or federal law through the operation of the proposed short-term rental. The Building Department shall not issue a Short-Term Rental Operational Permit until the issuance of a Business License for the operation of Short-Term Rentals in the City.

D. Notice to Neighbors

An Owner or Operator must, upon issuance of a STR Permit or upon changes to an existing permit, provide written notice to all owners and occupants of residentially zoned property who own property adjoining the STR, which notice shall include the following information:

1. The address of the STR;
2. The names and contact information of the Owner/Operator and Local Contact Person;
3. A link to the City's adopted regulations for Short-Term Rentals and contact information by which members of the public may report violations; and
4. The maximum number of renters permitted to stay in the Dwelling Unit.

Section 6. Business License.

Any Owner, Operator, or other Person engaged in the business of operating a STR within the City shall pay for and take out such license in such manner and in such sums as provided in the Madison City Code. An Operator shall be required to obtain only one business license to operate short-term rentals within the City. All license renewals shall occur in accordance with the procedures provided in the Madison City Code.

Section 7. Permit Renewals.

All STR Permits issued pursuant to this Ordinance are annual permits effective from the date of issuance each year. Holders of existing permits and business licenses in good standing shall apply for renewal for the next calendar year by filing a STR Permit renewal application in the proper form and tendering the required fees a minimum of 30 days prior to the STR Permit's expiration. All STRs shall be subject to an annual building inspection, which shall be scheduled and conducted before the issuance of a STR Permit. Renewal applications along with any

complaints received from the previous calendar year shall be reviewed and taken into consideration by the City before the issuance of a STR Permit.

Section 8. Supplemental Regulations.

All Short-Term Rentals shall be subject to the following minimum requirements, regulations, and criteria as a condition for their initial approval and continued use:

- A. The Short-Term Rental must be located in a permitted zoning district and zoning approved by the City prior to issuance of a Certificate of Occupancy;
- B. The building must be a permanent structure located on the site and be able to be occupied as verified by a Certificate of Occupancy from the City;
- C. All applicable building and fire codes must be met;
- D. Short-Term Rentals may only be used for transient lodging (eating and sleeping). No events such as parties, concerts, weddings, or other large events are permitted;
- E. No exterior alterations may be made to a residence to indicate that it is being used as a Short-Term Rental. House numbers shall be visible from the public street at all times;
- F. No on-site signage shall be permitted promoting or identifying the Short-Term Rental;
- G. No recreational vehicles shall be used as a Short-Term Rental;
- H. Only a bedroom as defined herein shall be used as a guestroom, and the number of guests allowed per bedroom shall be determined by the Building Official and Fire Marshal utilizing adopted codes. In case of conflict, the more stringent regulation applies;
- I. The standards of the Madison City Code shall be adhered to;
- J. Short-term rentals must be equipped with the following safety equipment and features:
 - 1. Smoke detectors and carbon monoxide detectors;
 - 2. Operable egress windows in sleeping areas;
 - 3. Proper hand and guardrails;
 - 4. Ground fault circuit interrupter (“GFCI”) protection where required by adopted Building Codes;
 - 5. Fire extinguisher(s);
 - 6. A copy of emergency contact information and diagram/floor plan indicating fire exits and escape routes displayed in a prominent location within the STR unit;
- K. A copy of this Ordinance must be provided in the STR;
- L. A copy of the Local Contact Person’s contact information and the Rules and Regulations adopted by the City must be displayed in a prominent location within the STR unit;
- M. The Operator or Owner shall comply with all business license and revenue collection procedures and regulations; and
- N. The property used as a short-term rental must have no outstanding taxes or municipal code violations present thereon.

Section 9. Local Contact Person.

Each Owner shall designate a Local Contact Person who has access and authority to assume management of the Short-Term Rental and take remedial measures while the property

is being rented to a guest. An Owner of a Short-Term Rental may designate herself or himself as the Local Contact Person. The Local Contact Person must be at least twenty-one (21) years of age.

There shall only be one designated Local Contact Person for a Short-Term Rental at any given time. An Owner may retain a managing agent, managing agency, operator, or representative to serve as the Local Contact Person to comply with the requirements of this section, including, without limitation, the management of the Short-Term Rental and the compliance with the conditions of the permit.

The Local Contact Person shall be required to respond to the location of the Short-Term Rental twenty-four (24) hours a day, seven (7) days a week, and within thirty (30) minutes after being notified by the City of the existence of a violation of this article or any other provision of the Madison City Code, or any disturbance or complaint requiring immediate remedy or abatement regarding the condition, operation, or conduct of occupants of the Short-Term Rental.

The Owner is responsible for compliance with the provisions of this article and the failure of the Local Contact Person to comply with this section shall be deemed noncompliance by the Owner. The Owner must immediately notify the City in writing upon a change of Local Contact Person's name or contact information.

Owners or Operators shall not be permitted to serve food to guests for sale. No food preparation, except beverages, is permitted within individual rooms by heating elements including, but not limited to, hot plates, steam tables, toasters, toaster ovens, ovens, air fryers, and other electric or gas-powered food preparation methods or elements.

Section 10. Limited Occupancy; Parking Restrictions.

No Short-Term Rental shall exceed the maximum guest occupancy as determined by the Building Inspector or Fire Marshal. Subject to the limitations of parking availability within the subject property, one (1) parking space per bedroom is required at each Short-Term Rental for use by Transients. Transients must park all vehicles within designated parking areas of a Short-Term Rental property. Overnight street parking by Transients is strictly prohibited.

Section 11. Suspension and Revocation of Short-Term Rental Operational Permit.

Any permit and/or business license issued pursuant to this article may be revoked following all applicable notices and/or hearings for any of the following causes:

- A. Any fraud, misrepresentation, or false statement contained in the application;
- B. Any fraud, misrepresentation, or false statement made in connection with any transaction;
- C. Any violation of this article; or
- D. The operation of a business permitted under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.

Notice of a hearing for the revocation of a permit issued pursuant to this article shall be issued in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. The notice shall be served on the owner of record by certified or registered mail, postage prepaid, to the Owner's listed mailing address and the address of the Short-Term Rental at least thirty (30) days prior to the date set for the hearing. Notice shall also be given to the Operator (if different from the Owner) and the Local Contact Person as needed.

If three (3) valid complaints are substantiated by the City, including the Madison Police Department or the Building Department, within a twelve (12) month period concerning a Short-Term Rental, then the Operator's STR Permit shall be suspended by the City's Building Department for a period of no less than six (6) months.

If an Operator has his/her STR Permit suspended for a second time within two (2) consecutive years, then suspension of such STR Permit for the second consecutive year shall be for a period of no less than twelve (12) months. If an Operator has his/her Permit suspended for a third time within three (3) consecutive years, the STR Permit shall be revoked permanently.

An Operator may appeal the suspension or revocation of a Short-Term Rental Operational Permit to the City Council by serving written notice of appeal to the City Clerk within fifteen (15) days of receipt of the notice of the suspension or revocation. The appeal will be heard no later than sixty (60) days following such appeal at the next regularly scheduled City Council meeting.

Section 12. Violation; Penalties; Process.

Any Person that has violated or continues to violate this article shall be guilty of a violation. Each act of violation and/or each day upon which any violation shall occur and/or continue to exist shall constitute a separate offense punishable as described herein.

Upon the determination of a Code Enforcement Officer, Court Magistrate, or Police Officer that a violation of this Ordinance exists, a written notice of violation and/or citation, as appropriate, shall be issued to all Persons in violation of this article or any one of them. A notice shall be issued by first class mail or hand delivery. Service shall be deemed effectuated by first class mail on the third day following the date of mailing or upon hand delivery. The notice shall (a) identify the violation, (b) include a correction order specifying the action required to comply with the provisions of this article, and (c) include a specified time within which to comply. If a violation is not sufficiently corrected in the opinion of the Building Director within the specified period of time contained in the notice, then a citation and/or notice to appear may be issued by an enforcement officer directing all Persons or any one or more of them to appear in the municipal court at a time and date stated therein to answer to such violation(s). The defendant(s) shall have all rights secured to persons charged in the City with violations generally. If a defendant is found guilty by the municipal court, the court may impose a fine or imprisonment or both in accordance with the provisions of the Madison City Code.

Section 13. Civil Penalties.

A violation of any portion of this article constitutes a public nuisance per se. The City, as an additional or alternate remedy, may institute equitable or injunctive proceedings in a court of competent jurisdiction to abate uses prohibited by this article.

Section 14. Effective Date.

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

Section 15. Severability.

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

BE IT FURTHER ORDAINED that this Ordinance shall be incorporated into the Madison City Code in Chapter 8 entitled “*Buildings, Construction and Related Activities*” as a new Article VI.

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

Maura Wroblewski, President,
Madison City Council

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this ____ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2026-123

ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OR TERRITORY INTO THE CITY OF MADISON, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 OF THE *CODE OF ALABAMA* (1975)

WHEREAS, on March 16, 2026, the owner of the property or territory hereinafter described, filed with the City Clerk of the City of Madison, Alabama (the “City”), a written petition requesting that the described property or territory be annexed into the City, the same being contiguous to the current boundary of the City or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

225 NANCY ROAD

LOT NO. 26, BLOCK 6, SKYLINE ACRES SUBDIVISION, SECOND
ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS THE
SAME APPEARS OF RECORD IN PLAT BOOK. 2, PAGE 103, IN THE
OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY,
ALABAMA.

WHEREAS, said petition was executed by the owner of said property or territory, 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;

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

WHEREAS, the City Council of the City of Madison, Alabama (the “City Council”), has evaluated the petition and determined that it has met all of the legal requirements of Sections 11-42-20 through 11-42-24 of the *Code of Alabama* (1975), and has also endeavored to determine if the subject property form a homogenous part of the City and if it would be in the public interest for said property or territory to be brought within the corporate limits of the City.

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

SECTION 1. That the City Council hereby finds and declares that said land or territory forms a homogenous part of the City and that it is in the best interest of the citizens of Madison, Alabama, and the citizen of the affected territory to bring the property or territory described in this Ordinance into the City, and the said City Council does hereby assent to the annexation of said property or territory into the City of Madison, Alabama.

SECTION 2. That the boundary lines of the City be, and the same are hereby, altered, rearranged, and extended so as to include the real property or territory more particularly described as follows:

225 NANCY ROAD

LOT NO. 26, BLOCK 6, SKYLINE ACRES SUBDIVISION, SECOND
ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS THE

SAME APPEARS OF RECORD IN PLAT BOOK. 2, PAGE 103, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

SECTION 3. That the Mayor, Presiding Officer of the City Council, and the City Clerk-Treasurer are hereby authorized and directed, to file a description of the property or territory herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

SECTION 4. That § 2-2 (b) (1) of the *Madison City Code* be amended to enlarge **Voting District 6** to include the lands annexed hereby within said district.

SECTION 5. That this Ordinance shall become effective and that the property or territory described in this Ordinance shall become a part of the corporate limits of the City upon satisfaction of the following conditions:

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 26th day of May 2026.

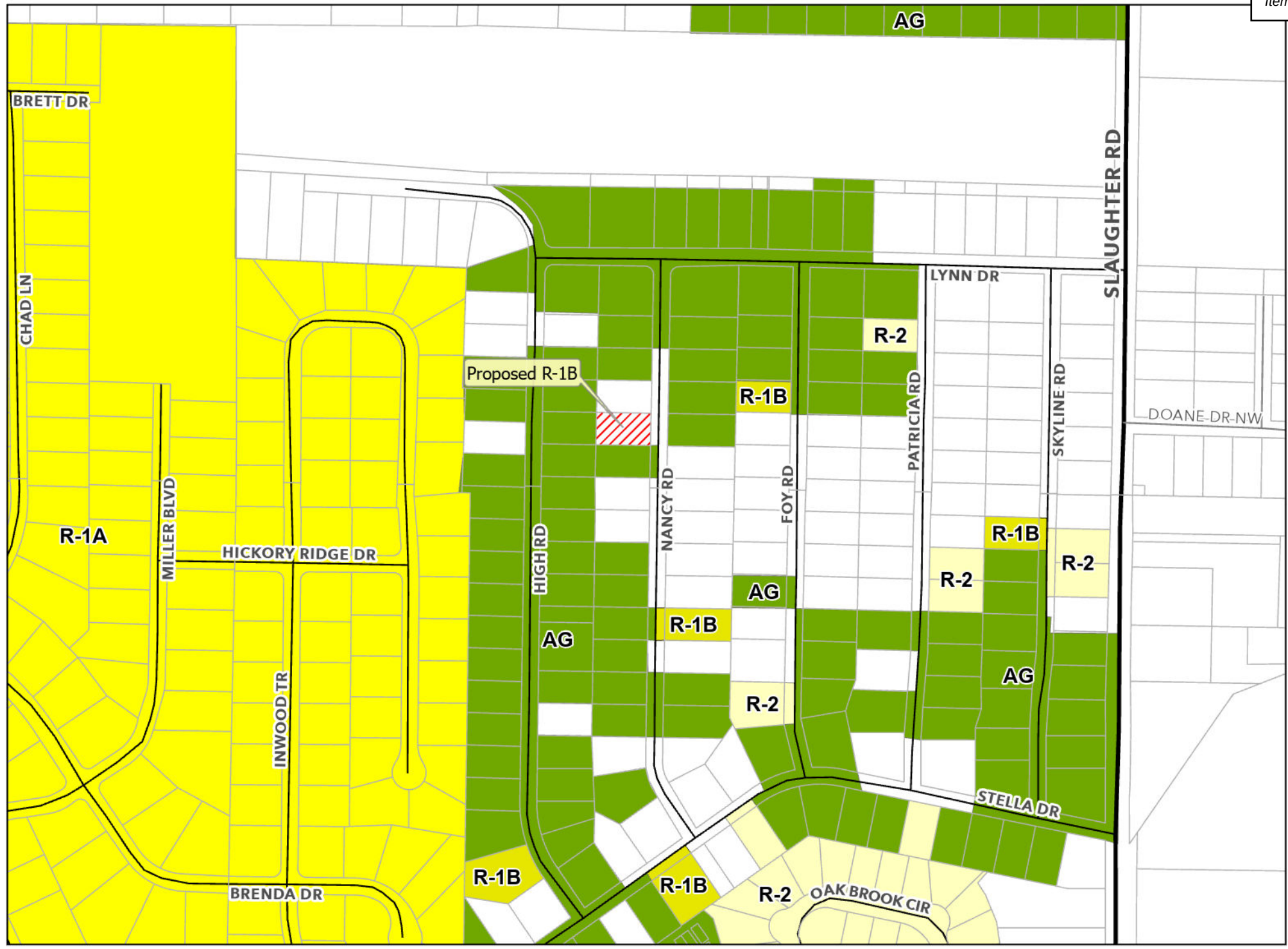
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Proposed R-1B - 225 Nancy Road



ORDINANCE NO. 2026-170

AN ORDINANCE FOR THE VACATION OF A UTILITY & DRAINAGE EASEMENT LOCATED WITHIN 131 W DUBLIN DRIVE

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 **Blasingame Professional Properties, LLC**, the vacation of a portion of utility & drainage easement located within 131 W Dublin Drive, Lots 1A and 1B of Blasingame Properties Phase 1 Subdivision and further described as follows:

A UTILITY AND DRAINAGE EASEMENT OF VARYING WIDTH, BEING LOCATED IN LOTS 1A AND 1B OF THE CERTIFIED PLAT OF BLASINGAME PROPERTIES PHASE 1, AS RECORDED IN DOC #20141017000553170, IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1A. THEN SOUTH 02 DEGREES 20 MINUTES 55 SECONDS WEST, 14.92 FEET TO A POINT. THEN NORTH 87 DEGREES 39 MINUTES 54 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING. THEN FROM THE POINT OF BEGINNING SOUTH 87 DEGREES 39 MINUTES 54 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT. THEN SOUTH 02 DEGREES 20 MINUTES 55 SECONDS WEST A DISTANCE OF 43.08 FEET TO A POINT. THEN NORTH 22 DEGREES 24 MINUTES 04 SECONDS EAST A DISTANCE OF 33.77 FEET TO A POINT. THEN NORTH 02 DEGREES 15 MINUTES 17 SECONDS A DISTANCE OF 11.36 FEET TO A POINT. THEN SOUTH 87 DEGREES 39 MINUTES 54 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT. THEN SOUTH 02 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 13.12 FEET TO A POINT. THEN SOUTH 22 DEGREES 24 MINUTES 04 SECONDS WEST A DISTANCE OF 62.94 FEET TO A POINT. THEN SOUTH 02 DEGREES 20 MINUTES 55 SECONDS WEST A DISTANCE OF 162.54 FEET TO A POINT. THEN NORTH 87 DEGREES 36 MINUTES 45 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT. THEN NORTH 02 DEGREES 20 MINUTES 55 SECONDS EAST A DISTANCE OF 234.77 FEET TO THE POINT OF BEGINNING.

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 **Blasingame Professional Properties, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of May 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

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

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

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

A UTILITY AND DRAINAGE EASEMENT OF VARYING WIDTH, BEING LOCATED IN LOTS 1A AND 1B OF THE CERTIFIED PLAT OF BLASINGAME PROPERTIES PHASE 1, AS RECORDED IN DOC #20141017000553170, IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1A. THEN SOUTH 02 DEGREES 20 MINUTES 55 SECONDS WEST, 14.92 FEET TO A POINT. THEN NORTH 87 DEGREES 39 MINUTES 54 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING SOUTH 87 DEGREES 39 MINUTES 54 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT. THEN SOUTH 02 DEGREES 20 MINUTES 55 SECONDS WEST A DISTANCE OF 43.08 FEET TO A POINT. THEN NORTH 22 DEGREES 24 MINUTES 04 SECONDS EAST A DISTANCE OF 33.77 FEET TO A POINT. THEN NORTH 02 DEGREES 15 MINUTES 17 SECONDS A DISTANCE OF 11.36 FEET TO A POINT. THEN SOUTH 87 DEGREES 39 MINUTES 54 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT. THEN SOUTH 02 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 13.12 FEET TO A POINT. THEN SOUTH 22 DEGREES 24 MINUTES 04 SECONDS WEST A DISTANCE OF 62.94 FEET TO A POINT. THEN SOUTH 02 DEGREES 20 MINUTES 55 SECONDS WEST A DISTANCE OF 162.54 FEET TO A POINT. THEN NORTH 87 DEGREES 36 MINUTES 45 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT. THEN NORTH 02 DEGREES 20 MINUTES 55 SECONDS EAST A DISTANCE OF 234.77 FEET TO THE POINT OF BEGINNING

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

Quitclaim Deed
131 W Dublin Drive VOE
Page 1 of 2

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

City of Madison, Alabama,
a municipal corporation

Attest:

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

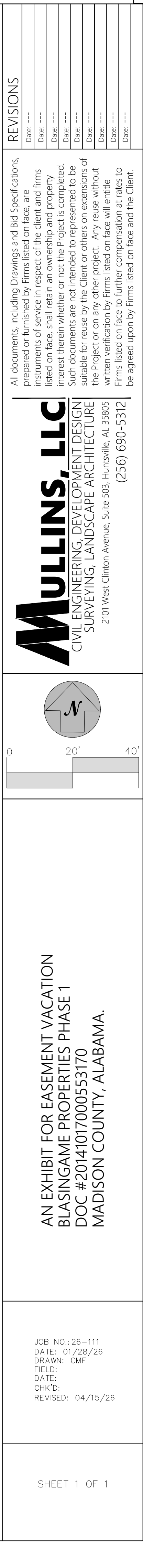
Lisa Thomas
City Clerk-Treasurer

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 May 2026.

Notary Public



RESOLUTION NO. 2026-174-R

WHEREAS, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City's Official Zoning Ordinance, and has made a report of their recommendations concerning the following requested action(s), to-wit: **The City of Madison's request to amend the Official Zoning Ordinance to allow Short-Term Rentals**; and

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

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

SECTION 1. A public hearing will be held by the City Council on June 22, 2026 at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Ordinance of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A: Ordinance No. 2026-175

SECTION 2. This Resolution and notice of the public hearing shall be published in the legal section of the *Madison County Record* for three consecutive weeks prior to adoption of the Ordinance.

SECTION 3. This Resolution and notice of the public hearing shall also be published one time in the regular section of the *Madison County Record* and be in the form of at least a one-quarter page advertisement.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 26th day of May 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 26th day of May 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this Resolution three consecutive weeks in the *Madison County Record* on June 3, 2026, June 10, 2026, and June 17, 2026, and once as a one-quarter page advertisement in the *Madison County Record*.

Attachment A

PROPOSED ORDINANCE NO. 2026 - 175

CITY OF MADISON’S REQUEST TO AMEND THE OFFICIAL ZONING ORDINANCE TO ALLOW SHORT-TERM RENTALS

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

SECTION 1. That the Madison Zoning Ordinance, as last amended, is further amended as set forth below:

Section 6-4. Table of Uses

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

Use Description <i>P = permitted by right</i> <i>C = conditional use approved by staff</i> <i>PC = conditional use approved by PC</i> <i>SE = special exception approved by ZBA</i>	RESIDENTIAL									MIXED-USE		NON-RESIDENTIAL					
	R-1	R-1A	R-1C	R-2	R-3	R-3A	R-4	RZ	RC-2	UC	MU	B-1	B-2	B-3	M-1	M-2	AG
Short-Term Rentals*	C	C	C	C	C	C	C	C	C	C	C						C

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

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

Use Description <i>P = permitted by right</i> <i>C = conditional use approved by staff</i>	TND-MR (Mixed Residential)	TND-NC (Neighborhood Center)	TND-NE (Neighborhood Edge)
Short-Term Rentals*	C	C	C

6-5-1. Accessory Uses and Structures

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

B. Accessory Dwelling Units

1. No single-family dwelling or lot shall have more than one accessory dwelling unit.
2. No accessory dwelling unit shall be held in separate ownership from the principal dwelling unit, nor sold separately from the principal dwelling unit.
3. Accessory dwelling units may only have one kitchen.
4. Accessory dwelling units detached from the principal dwelling shall be part of an accessory detached garage. A unit may not exceed 1,000 square feet and the total structure (unit and garage) may not exceed 25 percent of the primary dwelling. The detached structure shall be designed to be architecturally compatible with the principal dwelling unit using similar materials, colors, and roof forms.
5. Accessory dwelling units attached to the principal dwelling unit or its attached garage shall be designed and attached in such a manner as to create an architecturally unified whole, with internal access provided, and not resulting in any change to the visible character of the street. A covered breezeway is not an acceptable form of attachment. The entrance to the accessory dwelling unit shall not be visible from the street in front of the principal dwelling unit.
6. The accessory dwelling unit must be compliant with all dimensional requirements for the underlying zoning district.
7. Additional driveways to the lot to accommodate the accessory dwelling unit are prohibited.
8. One additional on-site parking space must be provided for the accessory dwelling unit. The parking space must be paved and have an area of at least 180 square feet.
9. The City of Madison reserves the right to inspect the accessory dwelling unit for compliance.

6-5-37. Short-Term Rentals

- A. All Short-Term Rentals within the City of Madison shall be permitted only when in full compliance with the City of Madison Code of Ordinances.

Section 12-2. “Definitions of Terms and Words” is hereby amended by the addition of the following definition in appropriate alphabetical order:

Short-term Rental: A residential dwelling unit or residential accessory building that is offered for rent for periods of less than one hundred eighty (180) consecutive days. This term includes uses referred to as vacation rentals, transient rentals, short-term vacation rentals, and resort dwelling units. Hotels,

motels, bed and breakfasts, and other land uses explicitly defined and regulated by the Zoning Ordinance of the City of Madison separately from short-term rentals are not considered short-term rentals. Excludes a rental between parties to the sale of such dwelling unit or building where valid documentation of the sale is provided. Excludes rentals of property subject to the Alabama Uniform Residential Landlord and Tenant Act, Code of Ala. § 35-9A-101 et seq.

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

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

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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